

03/08/24



Mr. Kirby Smith  
Campbellsville Independent Schools  
136 S Columbia Ave  
Campbellsville, KY 42718

## COMMISSIONING CONTRACT HVAC

Dear Mr. Smith,

N3D solicited proposals for the commissioning of the HVAC which is required by the Kentucky Building Code/Energy Code. They solicit proposals from the following three companies:

Facility Commissioning Group  
Performance Commissioning Agency  
Paladin Commissioning Group – (could not meet the schedule)

The following 2 companies submitted pricing:

Facility Commissioning Group:	\$53,015
<b>Performance Commissioning Agency:</b>	<b>\$41,260</b>

I feel both proposals meet or exceed the requirements of the RFP and based on the responses, we recommend that the Owner engage for this work **Performance Commissioning Agency**.

Best Regards,

A handwritten signature in blue ink, appearing to read "Matthew Brooks", with a long horizontal flourish extending to the right.

Matthew Brooks AtA  
Principal



March 8, 2024

Attn: Mr. Kirby Smith, Superintendent  
Campbellsville Independent Schools  
135 S. Columbia  
Campbellsville, KY 42718

Re: Commissioning Services  
Campbellsville Independent Schools

Dear Mr. Smith:

We would like to present two Commissioning service bids and provide a recommendation for the apparent low bidder for the Campbellsville Middle and High School project. Our firm requested for three different agencies to submit their proposals and only two of the three had the capacity in their schedule to perform the work. The commissioning service is a requirement that is mandated by the IECC (International Energy Conservation Code) and based on size will be required for this project.

We received two bids from companies that are both familiar and experienced agents in this area. Submitted pricing is as follows:

- Facility Commissioning Group \$53,015
- Performance Commissioning Agency \$41,260
- Paladin Commissioning Group Unable to schedule service

We would recommend the project is awarded to Performance Commissioning Agency for the bid amount shown above. Please let us know if this is acceptable for this project.

Sincerely,

Megan Nieman, P.E.  
Enc.

## SUBCONTRACT AGREEMENT

**The Project:**           **Campbellsville Middle School and High School**

**Address:**           **230 W. Main Street  
Campbellsville, KY 42718**

**Owner:**           **Campbellsville Independent Schools**

**Subcontractor:**   **Performance Commissioning Agency**

### 1. CONTRACT AGREEMENT

This contract agreement is made and entered into this **16th day of February, 2024**, by and between **Campbellsville Independent Schools**, of **Campbellsville KY** hereinafter referred to as "Owner/Contractor", and **Performance Commissioning Agency**, hereinafter referred to as "Subcontractor" to perform the work identified in paragraph 3 in accordance with Project Contract Documents. The Contract Document for this subcontract shall consist of this agreement, the Drawings, the Specifications, all Addenda, as well as any and all Modifications issued after execution of this agreement and agreed upon by the parties of the Subcontract. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. Copies of the above documents, which are applicable to the Work under this Subcontract, shall be furnished to the Subcontractor upon his request.

Owner/Contractor shall not be liable to Subcontractor for any delay to Subcontractor's work resulting from any act or default on the part of the Owner or Architect, for fire or other casualty, or on account of riots, strikes or other combined action of the workmen, or on account of any acts of God or any cause beyond the Owner/Contractor's control, or on account of any circumstances caused by or contributed to by Subcontractor. Should Owner/Contractor delay Subcontractor's work, then is such an event, Owner/Contractor shall only be obligated to provide Subcontractor an extension of time for completion equal to the time of delay. Subcontractor shall be bound to the Owner/Contractor by the same liquidated damages provisions which bind the Contractor to the Owner.

Subcontractor shall comply with all requirements of any applicable health or safety statutes of any state or branch of local government having jurisdiction, and Subcontractor shall be solely responsible for compliance with all such laws or regulations without relying upon enforcement thereof by Owner or Contractor, and shall promptly report in full to Owner/Contractor with regard to any safety or health inspections by governmental authorities. Subcontractor shall be directly responsible for compliance therewith by any of Subcontractor's agents, employees, material delivery persons, or subcontractors and shall directly receive, respond to, defend and be responsible for any citations, assessments, fines or penalties which may be incurred by reason of any failure on the part of Subcontractor, any of its agents, employees, material delivery persons or subcontractors.

## **2.. CONTRACT PAYMENT.**

The Owner/Contractor agrees to pay Subcontractor or Work satisfactorily performance of the Subcontractor's work the sum of **thirty nine thousand nine hundred sixty dollars (\$39,960.00)**.

**Alternate 5: Add \$1,300.00**

Subcontractor shall be responsible for all sales taxes, withholding taxes upon its agents and employees, FICA, unemployment compensation and any taxes upon the labor and materials furnished pursuant to the Subcontract.

## **3. SCOPE OF WORK.**

Subcontractor agrees to commence Subcontractor's Work herein described upon notification by Owner/Contractor, and to perform and complete such work in accordance with the Contract Documents and under the general direction of the Owner/Contractor in accordance with the project schedule. Scope of work to include but is not limited to:

- Commissioning services for HVAC renovation

## **4. SCHEDULE OF WORK**

Time is of the essence. Subcontractor shall provide Owner/Contractor with any scheduling information of Subcontractor's Work that would affect the project schedule.

## **5. CHANGES**

Owner/Contractor, without nullifying the Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents.

## **6. FAILURE OF PERFORMANCE**

Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Owner/Contractor's written notice, then the Owner/Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorney's fees.

## **7. INSURANCE**

Prior to start of Subcontractor's Work, Subcontractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Owner/Contractor under the Contract Documents. Owner/Contractor, Owner and Architect shall be names as additional insured on each of these policies except for Worker's Compensation.

Minimum policy limits and conditions are as follows:

1. Workers Compensation – Statutory limits
  - Employers Liability -- \$1,000,000 each occurrence
  - 100,000 disease each occurrence
  - 1,000,000 aggregate
2. General Liability - \$ 1,000,000 each occurrence
  - 100,000 damage to rented property
  - 5,000 Medical expense
  - 1,000,000 Personal and advertising injury
  - 2,000,000 General aggregate
  - 2,000,000 Products & Completed Operations aggregate
3. Automobile Liability - \$ 1,000,000 CSL

## **8. INDEMNIFICATION**

To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect, Architect's consultants from all damages, losses or expenses, including attorney's fees, from any claims or damages for bodily injury, sickness, disease, or death, or from claims for damage to tangible property, other than the Work itself. This indemnification shall extend to claims resulting from performance of the Subcontract and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of Subcontractor or any of its agents, employees, or subcontractors. This indemnity shall be effective regardless of whether the claim or loss is caused in some part by a party to be indemnified. The obligation of Subcontractor under this Article shall not extend to claims or losses that are primarily caused by the Architect, or Architect's consultant's performance or failure to perform professional responsibilities.

## **9. WARRANTY**

Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

## 10. SPECIAL PROVISIONS

The interpretation, construction and performance of this contract shall be governed by the substantive laws, without giving effect to principles of conflict of laws, of the USA and the Commonwealth of Kentucky, and at the discretion of the Owner/Contractor, the courts of general jurisdiction of **Taylor County, KY**, or the federal courts located therein, shall have exclusive jurisdiction for the resolution of any and all disputes arising under or relating to this contract.

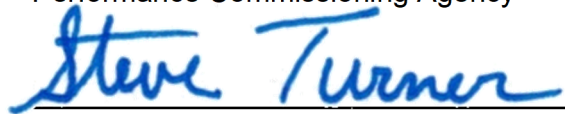
In witness whereof, the parties have executed this Agreement under Seal, the day and year first written above.

Campbellsville Independent Schools

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(Date)

Performance Commissioning Agency



Steve Turner

02/16/2024  
(Date)