



One Vision. One Durham.

A G E N D A

**Durham Public Schools Board of Education
Administrative Services Committee
January 8, 2015**

Fuller Administration Building, 511 Cleveland Street, Durham, NC

1. Call to Order 4:30 p.m.
2. Moment of Silence
3. Agenda Review and Approval
4. Administrative Services Committee Meeting Minutes
 - December 4, 2014
5. Public Comment
6. **Operational Services**
 - a. Forest View Elementary School – Bids for Chiller Replacement
 - b. Oak Grove Elementary School – Bids for Chiller Replacement
 - c. Eastway Elementary School – Right-of-Ways and Easement
 - d. Additional Capital Funding for the Whitted Project
7. Follow-Up
8. Adjournment

Mission Statement

In collaboration with our community and parents, the mission of Durham Public Schools is to provide all students with an outstanding education that motivates them to reach their full potential and enables them to discover their interests and talents, pursue their goals and dreams, and succeed in college, in the workforce and as engaged citizens.

Date: January 8, 2015



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Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Subject: Administrative Services Committee Meeting Minutes

Staff Liaison Present:

Phone #

Main Points:

Attached for committee consideration and approval are the following meeting minutes:

- December 4, 2014

Fiscal/Goal Implications:

None

Recommendation	
Information	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Consent	<input type="checkbox"/>

MINUTES
Administrative Services Committee of the
Durham Public Schools Board of Education
December 4, 2014

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, December 4, 2014 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Board Members Present

Natalie Beyer, Chair; Mike Lee, Vice-Chair, Leigh Bordley, Heidi Carter and Minnie Forte-Brown.

Administrators Present

Dr. Bert L'Homme, Superintendent; Hugh Osteen, Deputy Superintendent of Operational Services; Scott Denton, Assistant Superintendent of Auxiliary Services; Aaron Beaulieu; Chief Financial Officer; Tim Carr, Program Manager for Construction & Capital Planning and Paul LeSieur, Executive Director of Budget Management Services, Jon Long, Executive Director of Construction & Capital Planning, and Stacey Wilson-Norman, Deputy Superintendent of Academic Services.

Attorney Present

Colin Shive

Call to Order/Moment of Silence

Chair Beyer called the meeting to order and a moment of silence was observed.

Agenda Review and Approval

Chair Beyer moved that the draft agenda be adopted as presented.

Minutes Review

Ms. Bordley made a motion to approve the November 4, 2014 minutes; seconded by Mr. Lee. The motion was adopted.

Public Comment

None

2013-2014 Comprehensive Annual Financial Report

Mr. Beaulieu stated that the 2013-14 Comprehensive Annual Financial Report (CAFR) audit by the certified public accounting firm of Rives & Associates, LLP has been completed. Mr. Beaulieu introduced Mr. Steven Smith and Mr. Lin Rives from Rives & Associates, LLP to present, highlight and review the audit report in detail. Mr. Smith and Mr. Rives highlighted key points in the audit and summarized the overall report. Results of the audit included:

- One item that was determined to be a finding was within the School Food Service Fund. A significant deficiency in internal controls over budgeting was discovered due to expenditures exceeding the amount appropriated in the budget by \$23,500. This was caused by necessary year-end adjustments being made well after year-end and budget adjustments were not able to be made.
- There were no deficiencies that were considered to be reportable with respect to compliance with major Federal and State programs as noted on our Reports on Compliance with Requirements Applicable to Federal and State Program and The State Single Audit Implementation Act.
- The audit finding from the prior year has been corrected and cleared.

Mr. Smith praised Mr. Beaulieu and the Finance Team on a very clean audit report.

Ms. Carter made a motion to move this item to the consent agenda (with the option of pulling it off the consent agenda at the board meeting if board members had further questions after reviewing the audit ; seconded by Mr. Lee; motion passed unanimously.

2015-2016 Budget Priorities & Guiding Principles

Mr. Beaulieu stated that setting the overall budget priorities and guiding principles will assist the board and staff when building the 2015-16 budget.

After much discussion, board members felt that some edits and wordsmithing was needed to capture the importance of these guidelines. Mr. Beaulieu was requested by the board to update the information for the board meeting on 12.18.14.

Mr. Lee made a motion to move this item to the agenda for action; seconded by Ms. Carter; motion passed unanimously.

Information Technology – Cisco SMARTnet Maintenance Services

Ms. Batten stated that the IT Division secures warranty, maintenance and support from CISCO SMARTnet Maintenance Services, which is essential in keeping the Durham Public Schools core network, wireless, voice and intranet operating at peak performance.

Ms. Batten shared that the original contract ended on 9.30.14 and administrative approval was given to process a payment for \$64,141.75 to cover renewal cost from October 1, 2014 – December 31, 2014. Ms. Batten explained that this request is to approve funding for the remainder of the first year’s renewal at a cost of \$123,621.60 which covers January 1, 2015 – June 30, 2015.

Ms. Carter made a motion to move this item to the consent agenda; seconded by Ms. Forte-Brown; motion passed unanimously.

Information Technology – IT Staffing for School Support

Ms. Batten stated that the IT Division uses contract agencies for workstation support to cover vacant workstation technician positions.

Ms. Batten shared that since 2012 the market for IT skills has greatly increased affecting their ability to retain employees with adequate skills.

Mr. Lee made a motion to move this item to the consent agenda; seconded by Ms. Forte-Brown; motion passed unanimously.

Contract for Engine Brandmakers

Ms. Pearson stated that Engine Brandmakers is a local marketing firm selected to analyze the current communications strategy within Durham Public Schools and help us to better understand our customers, competition and current brand.

Ms. Pearson shared that they will analyze and guide us to better communications strategies and will create creative materials such as a new logo and supportive marketing products. Ms. Pearson explained the initial contract is for \$28,000 plus sales tax, with the option to acquire research billed separately and only as needed.

Durham County Capital Improvement Plan

Mr. Osteen stated that the County of Durham has requested an update from Durham Public Schools regarding its capital needs for the next 10 years. Ms. Osteen shared that planning for capital needs is critical, on-going function of Durham Public Schools and the County. Mr. Carr shared how the attached chart was organized.

Mr. Osteen presented in detail the Capital Improvement Plan priorities. Highlights included:

Elementary School Level

- Need to build Elementary “C” as soon as possible.
- Added a school for the 751 project. Timing of the funding and construction will depend on the pace of the development.
- Elementary “F” remains in the second half of the plan.

Middle School Level

- Plan to add middle grades wing at the Creekside Elementary site. A middle school wing for 300 students would create a K-8 campus and could reduce overcrowding at Githens Middle School.

High School Level

- DSA continues to have many needs in the master plan.
- Administration recommends rebuilding Northern High School in its entirety on the same site.

Further discussion included Eno Valley Elementary School and the Hub Farm.

Mr. Lee made a motion to move this item to the agenda for action; seconded by Ms. Carter; motion passed unanimously.

There were no follow-up items.

The meeting adjourned at 6:45 pm.

Natalie Beyer, Committee Chair

Hugh Osteen, Deputy Superintendent of Operational Services

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Date: January 8, 2015

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Forest View Elementary School – Bids for Chiller Replacement

Staff Liaison Present: Hugh Osteen
Jon Long

Phone # 560-3831
560-2216

Main Points:

- The 2007 Bond funds provide for replacement of the existing chiller at Forest View Elementary School. The age and condition of the system make replacement necessary.
- Bids were received on December 2, 2014 from eight (8) qualified bidders. The lowest, responsive, responsible bidder is:

Jeff Hargett Mechanical, Inc.
Greensboro, NC

Base Bid:	\$220,826.00
Alternates Nos.1- 4 :	\$49,300.00
Total:	\$270,126.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 10.06% and all required affidavits have been submitted by the contractor.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

BID TABULATIONS

Durham Public Schools

Forest View Elementary School - Chiller Replacement

Bid Date: Tuesday, December 2, 2014

Time: 3:00 PM

	MECHANICAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	TOTAL BID
*1	Jeff Hargett Mechanical	Y	17463	\$220,826.00	\$0.00	\$35,100.00	\$0.00	\$14,200.00	\$87,302.00	\$357,428.00
2	Superior Mechanical Services, Inc.	Y	6911	\$223,700.00	\$0.00	\$36,000.00	\$0.00	\$17,000.00	\$85,000.00	\$361,700.00
3	Comfort Systems	Y	24425	\$238,575.00	\$0.00	\$36,664.00	\$0.00	\$23,705.00	\$88,500.00	\$387,444.00
4	Boiler Masters Inc.	Y	63135	\$246,000.00	\$0.00	\$37,700.00	\$0.00	\$27,700.00	\$91,000.00	\$402,400.00
5	Southern Piping	Y	7422	\$257,696.00	\$0.00	\$37,303.00	\$0.00	\$19,020.00	\$95,434.00	\$409,453.00
6	Watco Corporation	Y	2881	\$258,363.00	\$0.00	\$37,789.00	\$0.00	\$25,227.00	\$93,859.00	\$415,238.00
8	Bolton	Y	22834	\$293,000.00	\$0.00	\$43,000.00	\$0.00	\$34,500.00	\$96,000.00	\$466,500.00
7	HM Kern	Y	8542	\$296,000.00	\$0.00	\$37,000.00	\$0.00	\$9,000.00	\$90,000.00	\$432,000.00

Alternate #1 - Provide air cooled chiller by Trane Co. in lieu of the base bid chiller.

Alternate #2 - Provide all new 'front end' control equipment required for a web based interface of the DDC BAS.

Alternate #3 - Provide control equipment installed by Schneider Electric in lieu of the base bid controls provider.

Alternate #4 - Demolish existing VFD's for the air handling units and install new VFD's including all related control work.

Alternate #5 - Demolish existing controls for air handling units AHU-1 through AHU-8, AHU-E/W and FCU-A through J. Install new DDC controls, network wiring, hot and chilled water control valves, damper operators and all panels and appurtenances to convert the AHU controls to a web based DDC BAS.

* Apparent lowest responsible, responsive bidder.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

Signed: _____ Date: _____

<p>Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119</p>

OWNER-CONTRACTOR AGREEMENT

Durham County
Forest View Elementary School – Chiller Replacement Project

THIS AGREEMENT, is made this 22nd day of January in the year of 2015 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Jeff Hargett Mechanical, Inc. SS/EID #17463** (herein referred to as the "Contractor"), whose mailing address is **6845 Spencer Dixon Road, Greensboro, North Carolina 27455**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Forest View Elementary School – Chiller Replacement (DPS project 332-01, documents dated November 1, 2014)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

**NORTH CAROLINA
DURHAM COUNTY**

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Edmondson Engineers, 1920 E. NC Hwy 54, Ste. 700, Durham, North Carolina 27713.**

Article 4
TIME OF COMMENCEMENT AND COMPLETION

- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
- 4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the Specifications on or before the date established for Final Completion.
- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **Two Hundred Seventy Thousand One Hundred Twenty Six Dollars (\$270,126.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents.

Article 6
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project

**NORTH CAROLINA
DURHAM COUNTY**

Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Jeff Hargett Mechanical, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County
By and through its authorized agent the Durham Public Schools Board of Education

Heidi Carter, Chair, Durham Public Schools Board of Education

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the 22nd day of January, 2015.

**NORTH CAROLINA
DURHAM COUNTY**

Jeff Hargett Mechanical, Inc.

By: _____

Name/Title: _____

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

I, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its Corporate Secretary.

Witness my hand and notarial seal this ____ day of _____, 2014.

Notary Public (SEAL/STAMP)

My commission expires: _____



One Vision. One Durham.

Date: January 8, 2015

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Oak Grove Elementary School – Bids for Chiller Replacement

Staff Liaison Present: Hugh Osteen
Jon Long

Phone # 560-3831
560-2216

Main Points:

- The 2007 Bond funds provide for replacement of the existing chiller at Oak Grove Elementary School. The age and condition of the system make replacement necessary.
- Bids were received on December 2, 2014 from eight (8) qualified bidders. The lowest, responsive, responsible bidder is:

Superior Mechanical Services, Inc.
Greensboro, NC

Base Bid:	\$229,000.00
Alternates Nos. 1 - 4 :	\$59,000.00
Total:	\$288,000.00

Administration submits this bid information and the proposed contract for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget. Minority Business Enterprise participation is 5.05% and all required affidavits were submitted by the contractor.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

BID TABULATIONS

Durham Public Schools

Oak Grove Elementary School - Chiller Replacement

Bid Date: Tuesday, December 2, 2014

Time: 3:00 PM

MECHANICAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	Alt. #1	Alt. #2	Alt. #3	Alt. #4	Alt. #5	TOTAL BID
*1 Superior Mechanical Services, Inc.	Y	6911	\$229,000.00	\$0.00	\$35,000.00	\$0.00	\$24,000.00	\$112,000.00	\$400,000.00
2 Boiler Masters Inc.	Y	63135	\$248,000.00	\$0.00	\$36,600.00	\$0.00	\$29,000.00	\$118,000.00	\$431,600.00
3 Comfort Systems	Y	24425	\$250,926.00	\$0.00	\$35,572.00	\$0.00	\$32,595.00	\$115,813.00	\$434,906.00
4 Southern Piping	Y	7422	\$258,580.00	\$0.00	\$36,193.00	\$0.00	\$24,396.00	\$124,277.00	\$443,446.00
5 Watco Corporation	Y	2881	\$262,128.00	\$0.00	\$36,764.00	\$0.00	\$33,934.00	\$118,208.00	\$451,034.00
6 HM Kern	Y	8542	\$299,000.00	\$0.00	\$39,000.00	\$0.00	\$13,000.00	\$117,000.00	\$468,000.00
8 Bolton	Y	22834	\$299,900.00	\$0.00	\$46,700.00	\$0.00	\$29,000.00	\$125,400.00	\$501,000.00
**7 Jeff Hargett Mechanical Inc.	Y	6911	\$208,500.00	\$0.00	\$34,000.00	\$0.00	\$19,600.00	\$113,000.00	\$375,100.00

Alternate #1 - Provide air cooled chiller by Trane Co. in lieu of the base bid chiller.

Alternate #2 - Provide all new 'front end' control equipment required for a web based interface of the DDC BAS.

Alternate #3 - Provide control equipment installed by Schneider Electric in lieu of the base bid controls provider.

Alternate #4 - Demolish existing VFD's for the air handling units and install new VFD's including all related control work.

Alternate #5 - Demolish existing controls for air handling units AHU-1 through AHU-8, AHU-E/W and FCU-A through J. Install new DDC controls, network wiring, hot and chilled water control valves, damper operators and all panels and appurtenances to convert the AHU controls to a web based DDC BAS.

* Apparent lowest responsible, responsive bidder.

** Jeff Hargett Mechanical Inc. withdrew their bid for this project due to a math error during the bid process.

I (We) hereby certify that this is a true and accurate tabulation of bids received this day, for the above project.

Signed: _____ Date: _____

<p>Durham Public Schools 2011 Hamlin Road Durham, NC 27704 (919) 560-2216 Fax: (919) 560-9119</p>
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OWNER-CONTRACTOR AGREEMENT

Durham County
Oak Grove Elementary School – Chiller Replacement Project

THIS AGREEMENT, is made this 22nd day of January in the year of 2015 by and between the **Durham County, by and through its authorized agent the Durham Public Schools Board of Education** (herein referred to as the "Owner"), whose mailing address for purposes of this agreement shall be, **Construction & Capital Planning, 2011 Hamlin Road, Durham, North Carolina 27704** and **Superior Mechanical Services, Inc. SS/EID #6911** (herein referred to as the "Contractor"), whose mailing address is **607 Industrial Avenue, Greensboro, North Carolina 27406**. All correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the Scope of Work for **Oak Grove Elementary School – Chiller Replacement (DPS project 360-01, documents dated November 1, 2014)** hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1
DEFINITIONS

- 1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.
- 1.2 The Contract Documents are as defined in the General Conditions provided with the Information to Bidders. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

- 2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

**NORTH CAROLINA
DURHAM COUNTY**

- 2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

Article 3
DESIGN CONSULTANT

- 3.1 The Design Consultant (as defined in the General Conditions) is **Edmondson Engineers, 1920 E. NC Hwy 54, Ste. 700, Durham, North Carolina 27713.**

Article 4
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- 4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.
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- 4.3 The Specifications contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated.
- 4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion (or such later date as may result from an extension of time granted by the Owner), he shall pay the Owner, as liquidated damages the sums set forth in the General Conditions.

Article 5
CONTRACT SUM

- 5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the maximum sum of **Two Hundred Eighty Eight Thousand Dollars (\$288,000.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work as specified in the bidding documents.

Article 6
PROGRESS PAYMENTS

- 6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project

**NORTH CAROLINA
DURHAM COUNTY**

Manager an Application for Payment in accordance with the provisions of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions.

Article 7
OTHER REQUIREMENTS

- 7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.
- 7.2 The Owner shall furnish to the Contractor drawings and specifications as outlined in the General Conditions. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.
- 7.3 The Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this contract.

IN WITNESS WHEREOF, Durham County, by and through its authorized agent the Durham Public Schools Board of Education (hereinbefore called the "Owner") has caused these presents to be signed by and through its authorized agent the Durham Public Schools Board of Education pursuant to the Interlocal Agreement between the Owner and the Durham Public Schools, and **Superior Mechanical Services, Inc.** (hereinbefore called "Contractor") has caused these presents to be signed by its President and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

Durham County
By and through its authorized agent the Durham Public Schools Board of Education

Heidi Carter, Chair, Durham Public Schools Board of Education

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

Aaron Beaulieu, Chief Financial Officer, Durham Public Schools

Endorsement:

Executive Director
Durham Public Schools
Construction & Capital Planning

This contract was approved by the Board on the 22nd day of January, 2015.

**NORTH CAROLINA
DURHAM COUNTY**

Superior Mechanical Services, Inc.

By: _____

Name/Title: _____

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

I, a Notary Public in and for the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, a _____ (state of incorporation) corporation, duly authorized to do business in the state of North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____, sealed with its corporate seal and attested by _____ as its Corporate Secretary.

Witness my hand and notarial seal this ____ day of _____, 2014.

Notary Public (SEAL/STAMP)

My commission expires: _____



One Vision. One Durham.

Date: January 8, 2015

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Eastway Elementary School – Right of Ways and Easement

Staff Liaison Present: Hugh Osteen
Jon Long

Phone # 560-3831
560-2216

Main Points:

- The North Carolina Department of Transportation (NCDOT) is requesting approval of an offer to purchase real property for additional right-of-way (0.628 acres), permanent easements (0.140 acres), and temporary construction easements (0.221 acres) along NC 55 (Alston Avenue) and Liberty and Taylor Streets.
- The attached map shows the proposed NCDOT project improvements on school property along NC 55, Liberty Street and Taylor Street. The purpose of the right-of-way is for widening of NC 55 and requisite changes at intersections with Liberty and Taylor Streets. The permanent easements include drainage to minimize any potential drainage issues and utility for access for relocation of power poles. The temporary easement is required for access to work areas during construction.
- The total offer is \$196,497.

Administration submits this proposed offer and declaration of surplus for discussion and subsequent approval.

Fiscal Implications:

Proceeds will go towards capital improvements.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

**SUMMARY STATEMENT/OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES
THIS OFFER SUPERSEDES ANY PREVIOUS OFFER**

TO: Durham Public Schools Board of Education
511 Cleveland St.
Durham, NC 27702

DATE: 9/24/14
TO: Lessee, if Applicable
N/A

TIP/PARCEL NO.: U-3308 057
COUNTY Durham
DESCRIPTION: NC 55 (Alston Avenue) from NC 147 to US 70 Business-NC 98 (Holloway Street)

WBS ELEMENT: 34915.2.1

Dear Property Owner:

The following offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$	<u>116,250.00</u>
Value of Permanent Easements to be Acquired	\$	<u>25,917.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$	<u>8,180.00</u>
Value of Improvements to be Acquired	\$	<u>46,150.00</u>
Damages, if any, to Remainder	\$	<u>0</u>
Benefits, if any, to Remainder	minus \$	<u>0</u>
TOTAL OFFER	\$	<u>196,497.00</u>

The total offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 1838, page 314, Durham County Registry, contains approximately 14.580 acres of which 0.628 acres is being acquired as right of way, leaving 13.952 acres remaining on the right with access to Alston Avenue and Eva St. Also being acquired is a temporary construction easement containing approximately 0.221 acre and a permanent utility easement containing approximately 0.140 acre.

(B) The TOTAL OFFER includes payment for the improvements and appurtenances described below:
Woven wire fencing, pavement, curbing, 15+ oakwood trees, and various landscaping.

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant/buildable lot, as explained to you by the Right of Way Agent, the total offer would be: \$ N/A. Any offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/**emailed**, if out of state owner, to Durham Public Schools on 9/24 20 14. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is (919) 220-4703



LEGEND:

- Permanent ROW
- Permanent Utility Easement (PUE)
- Temporary Construction Easement (TCE)

EASTWAY ELEMENTARY SCHOOL



One Vision. One Durham.

Date: January 8, 2015

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Additional Capital Funding for the Whitted Project

Staff Liaison Present: Hugh Osteen
Jon Long

Phone # 919-560-3831
919-560-2216

Main Points:

- As previously noted, Durham Public Schools is providing an additional \$800,000 in capital funds to support The Whitted Redevelopment Project.
- Administration recommends transferring the funds from 2007 Bonds now assigned to W. G. Pearson Middle School.
- Approval of this transfer and for the Whitted Project to move forward are contingent upon the County's approval of funding the operating costs for the Pre-K program at Whitted.

Administration submits this transfer for discussion and subsequent approval.

Fiscal Implications:

The Pearson Facility will continue to have ample bond funds for upgrades and improvements.

Purpose

Information **Discussion** **Action** **Consent**

Reviewed by: **Finance** _____ **Attorney** _____

Additional Funding for Whitted

- Due to increases in the cost of the redevelopment of the Whitted Building, Durham Public Schools, along with the City and County, is being asked to contribute additional capital.
- The amount of the additional capital is \$800,000.
- The recommended source is the 2007 Bond allocation for W. G. Pearson Middle Facility. The current total for W. G. Pearson Middle is \$1.8 million. A transfer of \$800,000 from W. G. Pearson Middle to the Whitted Project is recommended.
- County approval is also required.