



A G E N D A

**Durham Public Schools Board of Education
Administrative Services Committee
September 5, 2013
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
 - August 8, 2013
5. Public Comment
6. **Superintendent**
 - a. Researcher-Practitioner Partnership in Education: Durham Public Schools/University of North Carolina at Chapel Hill Education Research Partnership
7. **Operational Services**
 - a. Pearisontown Elementary School – Renovation Design Agreement
 - b. Riverside High School – Bids for HVAC Controls Upgrade
 - c. Southern School of Energy and Sustainability – Bids for HVAC Controls Upgrade
 - d. Hillside High School – Right-of-Way Dedication
 - e. Renaming Staff Development Center
8. **Financial Services**
 - a. Budget Resolution Amendment #3 (2012-2013)
9. **Board of Education**
 - a. Durham Technical Community College Board of Trustees Appointments
10. 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: September 5, 2013



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:

- August 8, 2013

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 of Education
August 8, 2013

The Administrative Services Committee of the Durham Public Schools Board of Education held a meeting on Thursday, August 8, 2013 at 4:30 p.m. in the Board Room of the Fuller Building, 511 Cleveland Street, Durham, NC.

Board Members Present

Natalie Beyer, Chair; Pastor Davis, Vice-Chair; Leigh Bordley; Minnie-Forte-Brown; Heidi Carter and Nancy Cox.

Administrators Present

Dr. Eric Becoats, Superintendent; Hugh Osteen, Chief Operations Officer; Scott Denton, Executive Director of Auxiliary Services; Le Boler, Program Strategist; Dr. Tina Hester; Chief Human Resource Officer; Chrissy Pearson, Chief Communications Officer; Dr. Julie Spencer, Area Superintendent for Middle School; Evia Nelson, Executive Director of Construction & Capital Planning; Tamika Puckett, Director of Risk Management Services; Paul LeSieur, Executive Director of Budget Management Services; Elaine Batten, Director of Information Technology; and Dr. Terri Mazingo, Assistant Superintendent of Research and Accountability.

Attorney Present

Ken Soo

Call to Order/Moment of Silence

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

Agenda Review and Approval

Mr. Osteen requested that agenda item 7.e (Bids for Criminal Background Checks) be moved to 6.a on the agenda due to a previous commitment by Dr. Hester. Pastor Davis made a motion to accept this request; seconded by Ms. Carter; motion passed unanimously.

Pastor Davis made a motion to postpone the discussion on agenda item 8.a “Minority Male Achievement in Durham Public Schools” indefinitely; Ms. Carter seconded. Ms. Forte-Brown expressed her desire to move this item forward. Ms. Carter suggested postponing this item until another time when this topic would be the only item on the agenda. Dr. Becoats suggested moving this item to the board retreat agenda in September.

Ms. Forte-Brown made a sub-motion to move the Minority Male Achievement in Durham Public Schools item to the board retreat agenda in September; seconded by Ms. Carter; motion passed 5-1 with Pastor Davis opposing.

Approval of Minutes

Pastor Davis moved the minutes be approved. The motion was adopted.

General Public Comment

There was one public speaker.

Bids for Criminal Background Checks

Dr. Hester stated that 28 bids from conducting criminal background checks of all newly hired employees, substitute teachers and volunteers were received on December 10, 2012. Dr. Hester shared that the lowest, responsive, responsible bidder was USInfogroup/Carolina Information, Inc. with a total bid of \$160,000.

Pastor Davis made a motion to move this item to the consent agenda; seconded by Ms. Carter; motion passed unanimously.

2013-2014 Budget Update

Mr. LeSieur gave a detailed overview on the update of the budget after final action was taken by the County and State. Mr. LeSieur discussed funds used to fill the teacher assistant reduction.

This is for the board's information.

Ms. Carter shared a resolution from Lee County Schools opposing the treatment of North Carolina's children and professional education in the 2013-15 State Education budget that their board is submitting to the State in opposition. Ms. Carter recommended her colleagues revise this resolution and submit it from Durham Public Schools.

Ms. Bordley made a motion to move this item to the agenda for action; seconded by Ms. Forte-Brown; motion passed unanimously.

Y. E. Smith Elementary School – Emergency Summer Repairs

Mr. Osteen shared that during the summer the construction project at Y. E. Smith Elementary School encountered unforeseen asbestos abatement requirements. Mr. Osteen explained that work was provided on an emergency basis to ensure school days were not missed. Mr. Osteen stated that Neo Corporation completed the work with a total cost of \$196,000.

Neal Middle School – Bids for Temporary Mobile Classrooms

Mr. Osteen stated that due to increasing enrollment and programs, additional mobile classrooms are needed at Neal Middle School.

Mr. Osteen explained that work proceeded on an emergency basis to ensure mobiles could be ready for the school year. Mr. Osteen shared that bids were received on July 3, 2013 from four

qualified bidders. Mr. Osteen stated that the lowest, responsive, responsible bidder is Hutchins Construction, Inc. with a total bid of \$239,000.

Easley Elementary School – Bids for Asphalt Paving

Mr. Osteen state that the reallocated 2007 Bond funds (New High School “A”) will provide asphalt overlay at Easley Elementary School which is in immediate need of replacement.

Mr. Osteen shared that bids were received from three quailed bidders. Mr. Osteen stated the lowest, responsive, responsible bidder is Ruston Paving Company, Inc. with a total bid of \$114,400. Mr. Osteen explained that the contract is within the project budget and the Minority Business Enterprise is 1.8%.

Ms. Cox made a motion to move all three of these construction items to the consent agenda; seconded by Ms. Forte-Brown; motion passed unanimously.

Insurance Renewals and Program Overview

Ms. Puckett gave a brief overview of the Durham Public Schools Insurance Program. Ms. Puckett stated that Durham Public Schools maintains a large deductible property and casualty insurance program. Mr. Puckett shared that the Insurance Broker of Record contract was rebid this year and incumbents Surry Insurance Agency and Arthur J. Gallagher & Company remain as brokers for the insurance program. Ms. Puckett explained that Corvel Corporation remains as the third party administrator for the self-funded Durham Public Schools Workers’ Compensation Program. Ms. Puckett stated that for the 2013-14 renewal period, overall increased coverage was negotiated for no additional premium.

This is for the board’s information.

Driver’s Education Salary Schedule

Dr. Spencer shared that the Driver’s Education is a self-sustaining program through allotted State funds. Dr. Spencer explained that the State is reducing funds that are allotted to districts for Driver’s Education. Dr. Spencer stated that within the Driver’s Education Program, personnel costs are the primary expense thus making it one of the only places to cut. Dr. Spencer shared that by capping the hourly rate at \$25.00 (decreased by \$2.00) it should ease the reduction. Dr. Spencer explained that all drivers’ education teachers have been notified of the change and the rationale for the change and understand the need for the proposal and are in support of it.

This is for the board’s information.

Information Technology – Refresh Project Update

Ms. Batten gave a detailed PowerPoint overview of the Refresh Ms. Batten shared in December, 2011 Durham County appropriated \$9,039,174 to upgrade Durham Public Schools

technology. Ms. Batten stated that as of August, 2013 the original refresh plan will be 100% complete.

This is for the board's information.

Dr. Becoats suggested that the Refresh Project Update be added to the Board of County Commissioners agenda for the September quarterly meeting. Dr. Becoats requested that the Public Information and Community Engagement Office promote the "good news" about the Refresh Project Plan to the community.

Program Evaluation Process

Ms. Boler and Dr. Mozingo shared an overview of the upcoming implementation of the Program Evaluation Process. Ms. Boler stated that the methodology and process will be used to employ a comprehensive program evaluation initiative and to streamline internal business practices.

Dr. Mozingo explained that the programs are being evaluated based upon a number of criteria – funding source/amount, range of impact and implementation requirements. Dr. Mozingo shared that to standardize these efforts Durham Public Schools will design and implement a process and master schedule for evaluating various programs within a number of specific categories.

Ms. Boler and Dr. Mozingo shared a detailed PowerPoint presentation which included:

- Program Evaluation
- Employing a Formal Process
- Types of Program Evaluations
- National Program Evaluation Standards
- Program Evaluation Cycle
- Durham Public Schools' Formal Evaluation Process
- Selecting Evaluators
- Next Steps

This is for the board's information.

Follow-Up Items

- Student Assignment in Fall
- Budget and IT Refresh Plan Update to BOCC/BOE Joint Meeting in September

There being no further business, the meeting was adjourned at 6:30 p.m.

Natalie Beyer, Committee Chair

Hugh Osteen, Chief Operations Officer

DRAFT

In this document we propose to create a Researcher-Practitioner Partnership in Education titled, the *Durham Public Schools/University of North Carolina at Chapel Hill Education Research Partnership*. The partnership will comprise members of the Bridges to Success Scholars Group representing multiple departments at the University of North Carolina at Chapel Hill (UNC) and practitioners in the Durham Public Schools (DPS). The initial aim of our partnership will be to develop an intervention designed to increase academic engagement and reading proficiency among student-athletes in high school. The proposed intervention will improve upon similar programs in other states by adding 1) researcher support for developing evidence-based student tutoring and motivational programming; and 2) an evaluation component to examine implementation strength and fidelity and proximal outcomes. In the first two years of partnership activities UNC researchers will **fortify** the intervention with evidence-based practices to improve student engagement and reading skill; **implement** the intervention with the football team in one high school; **evaluate** the implementation and early proximal outcomes of the intervention; and **refine** the intervention based on evaluations of implementation and proximal outcomes. The primary research aims of the proposal are similar to those pertinent to the first two years of an Institute of Education Sciences Development Grant. More specifically, we seek to identify the key components of the proposed intervention and develop a fidelity measure framed by the key components, examine barriers and supports to implementing the key components, and evaluate proximal outcomes associated with key components of the intervention, especially changes in student-athlete engagement and reading skill. Key analytic strategies will include descriptive analysis of intervention components and analysis of change in students' reported engagement and measured reading skill. The results of our research will provide strong guidance for developing a complete intervention that is ready to expand to multiple schools and districts. Future activities of the research partnership will include efficacy trials of the intervention.

Response to Reviewers

Thank you for the opportunity to resubmit a proposal for a Researcher-Practitioner Partnership entitled, The Durham Public Schools/ University of North Carolina at Chapel Hill Education Research Partnership. A year of planning, learning, and responding between our September, 2012 submission and now has led to a revised proposal that meets reviewers' concerns and yet remains deeply founded in the current problems of practice facing the Durham Public Schools (DPS). In the paragraphs below, I summarize the reviewers' concerns from last year and describe emerging issues in the Durham Public Schools, that, in combination with reviewers' comments, shape this current proposal.

The reviews provided in response to our September, 2012 submission were very helpful. Essentially, reviewers identified that we had proposed a thoughtful partnership process, but our process lacked a strong, delineated research component that would translate obviously into a body of work that was suitable for funding through one of the Institute of Education Sciences (IES) funding tracks. We agree that the primary focus of the proposal was building a culture of inquiry in DPS. We retain that aim in the current proposal, but our current primary focus is on the development of an intervention that responds to problems identified in DPS and will have increasing relevance in districts across as the nation.. In addition, reviewers raised concerns that the research team was highly qualified but did not have a track record of conducting research in the specific problems identified by DPS. In our proposal this year we have retained our core leadership team members (Becoats (superintendent), Carter (board chair), Kainz (university researcher)), and expanded the leadership and research teams so that we achieve better match between researcher background and the intervention to be developed, evaluated, and refined. Our proposed research plan follows the specifications for an IES Development Grant. It is our intention to use the first two years of partnership work to develop an intervention to the point that it is ready for efficacy testing within a larger sample – a project that is well suited for an IES- funded efficacy trial.

This new focus on developing an intervention to promote reading skill and school engagement among high school athletes is the result of a year of exploration and learning in DPS. Following a timeline outlined in the DPS strategic plan, in the 2012-13 school year the superintendent engaged a community task force in exploring the needs of African-American male students in DPS. The superintendent enlisted Dr. James Johnson, a professor from the University of North Carolina at Chapel Hill, to advise the development of a *feasibility study* for opening a single-gender academy for young men of color in DPS. Dr. Johnson is widely recognized as a scholar in the fields of race and disparity, and he has promoted educational improvement in Durham, North Carolina by co-founding a charter school in a distressed neighborhood and providing programming to student-athletes in the DPS to promote higher academic achievement and post-secondary aspirations. Dr. Johnson and his research associate, Mr. Mark McDaniel, were actively involved across the

2012-13 school year in conversations and planning centered on accelerating achievement for young men of color.

A year of conversations led to challenging discussions and finally to votes by the Board of Education ultimately against a single-gender academy. Instead, the Board of Education recommended to the superintendent that the DPS administration begin to examine effective ways to accelerate the achievement of young men of color in the existing DPS schools.

The Board decisions regarding the single-gender academy and the need to focus on accelerating achievement for young men of color came at the same time that Kainz and Becoats met to discuss reviews from the September, 2012 partnership proposal. Given the reviewers' recommendations to develop a more focused program of work, Kainz asked Becoats what were the top research priorities for DPS. Becoats indicated that improving reading skill across all grades and improving achievement for young men of color were the top two issues facing DPS, issues that required significant intervention and study to improve current conditions.

Kainz agreed to contact Johnson for the purpose of engaging him and his broader research team in a conversation with DPS to see if there was a way to build a research agenda that served current needs in DPS, but also would be relevant to schools and districts across the nation. Johnson and his Bridges to Success Scholars Advisory Panel, a group of faculty researchers from multiple departments at UNC, currently were working with representatives from the National College Athletic Association (NCAA) to propose an school-based intervention to dramatically improve academic achievement and college-going for high school football and basketball players. The relationship between Johnson and the NCAA formed after several very public scandals, one involving UNC, where it became clear that many African-American college ball players entered college without the academic skills to succeed at college-level work and with questionable prospects of graduating.

Becoats, Johnson, and Kainz worked together to create a plan for partnership among the parties that would achieve four outcomes : 1) thoughtful development of a long-term partnership; 2) highly relevant intervention opportunities for DPS students; 3) careful articulation and refinement of the intervention for the purpose of scaling across multiple schools and districts; 4) strong foundations for future research. This year's proposal for the Durham Public Schools/University of North Carolina at Chapel Hill Education Research Partnership was designed to achieve these four outcomes.



One Vision. One Durham.

Date: September 5, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Pearisontown Elementary School – Renovation Design Agreement

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for the renovation of the 1992 addition to address settlement issues, roof replacement and cooling tower replacement.
- The architect selected will provide complete construction documents, assist during the project bid/award phase and provide construction administration for the renovation at Pearisontown.
- Qualified architectural firms were selected through a publicly advertised Request for Qualifications in May 2012. Davis Kane Architects, PA has been selected for the Pearisontown Elementary School renovation project. A contract of \$290,000.00 has been negotiated and is recommended.

Administration submits this contract for discussion and subsequent approval.

Fiscal Implications:

This contract is within the project budget.

Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

Purpose

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

Reviewed by: **Finance** AB **Attorney** RM

**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

BETWEEN

**Durham County, by and through its authorized agent
the Durham Public Schools Board of Education**

hereinafter referred to as the Owner

AND

**Davis Kane Architects, PA
503 Oberlin Road, Suite 300
Raleigh, North Carolina 27605**

hereinafter referred to as the Design Consultant

PROJECT: **Pearsontown Elementary School Renovation**

OWNER'S PROJECT NO: **364-01**

DATE: **September 26, 2013**

AGREEMENT FOR DESIGN CONSULTANT SERVICES

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**AGREEMENT FOR
DESIGN CONSULTANT SERVICES**

AGREEMENT

made this 26th day of September in the year of Two Thousand and Thirteen (2013)

Between the Owner: **Durham County, by and through its authorized agent the Durham Public Schools Board of Education**

and the Design Consultant: **DAVIS KANE ARCHITECTS, PA**

For Professional Services in connection with the Project known as:

Pearsontown Elementary School Renovation

The Owner and the Design Consultant agree as set forth below:

**ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization, shall for the purposes of this Agreement have the following meanings:

- 1.1 Project. The Project shall be as described above.
- 1.2 Services. The Services to be performed by the Design Consultant under this Agreement shall consist of the Basic Services described in Article 3 and any Additional Services under Article 7.
- 1.3 Construction Contract Documents. The Construction Contract Documents shall consist of the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor Agreement, all of which shall be compatible and consistent with this Agreement.
- 1.4 Contractor. The Contractor is the person or entity which enters into an agreement with the Owner to perform the construction of or any construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the Owner's Representative and the Design Consultant.
- 1.5 Basic Services Compensation. Basic Services Compensation shall be the lump sum fee designated in Article 4 to be paid by the Owner to the Design Consultant in connection with the performance of the Basic Services by the Design Consultant.
- 1.6 Preliminary Programming. The Preliminary Programming or "Program" is the preliminary written summary of the requirements of the facility which sets forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, quality levels, flexibility and expandability, special equipment and systems and site requirements, as described in Exhibit A. The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant's Basic

Services. All final programming and space profiling is the expressed responsibility of the Design Consultant.

- 1.7 Management Plan. The Management Plan is the description and definition of the phasing, sequencing and timing of the major project activities for design, construction procurement, construction and occupancy as described in Exhibit B.
- 1.8 Design Phase Change Order. A Design Phase Change Order is the form of documentation from the Owner approving and authorizing a modification to the Program, Budget, Management Plan, or previously approved Design Phase documents.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 Design Consultant Services. The Design Consultant shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Design Consultant's performance of services shall be as professional consultant to the Owner to carry out the activities of Project design and construction administration and to provide the technical documents and supervision to achieve the Owner's Project objectives.
- 2.2 Owner Representation. The Owner shall employ and assign a Project Manager from the Durham Public Schools Construction & Capital Planning Department to serve as the Owner's Representative. The Owner's Representative has no design responsibilities of any nature. None of the activities of the Owner's Representative supplant or conflict with the design, budget or any other services and responsibilities customarily furnished by the Design Consultant or sub-consultants in accordance with generally accepted architectural/engineering practices except as otherwise modified by this Agreement. Instructions by the Owner to the Design Consultant relating to services performed by the Design Consultant will be issued or made by or through and in accordance with procedural, organizational, and documentation standards established by the Owner's Representative. Communications and submittals of the Design Consultant to the Owner and Contractor shall be in writing and issued or made in accord with similar procedural and documentation standards established by the Owner's Representative. The Owner's Representative shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Design Consultant and Contractor and to call periodic conferences to be attended by the Design Consultant, and his sub-consultants, throughout the term of this Agreement.
- 2.3 Other Consultants. The Owner may provide drawings, consultation, recommendations, suggestions, data and/or other information relating to the Project from other Consultants under separate contract with the Owner, including but not limited to: Surveyor, Utility Locating Service, Geo-technical Consultant, and/or Materials Testing Consultant. The Design Consultant is responsible for the coordination of survey, existing utility location, geo-technical services, and/or material testing, including all coordination with surveyor, soils engineers, utility locating contractor, city and / or county officials, required for Project.
- 2.4 Design Consultant Representation.
 - 2.4.1 The Design Consultant shall provide a list of all consultants (and sub-consultants) which the Design Consultant intends to utilize relating to the Project prior to commencing work on the Project. The list shall include such information on the qualifications of the consultants as may be requested by the Owner. The Owner will review the consultants proposed. The Design Consultant shall not retain a consultant to which the Owner has a reasonable objection. The Design Consultant shall use individuals or firms that are licensed and regularly engaged in the fields of expertise required for this Project. In addition, the Design Consultant shall use an individual or firm with specific expertise in roofing for any projects containing any roofing work. The Design Consultant will also require regular inspections by roofing manufacturer and certification that roofing system was installed in accordance with installation guidelines.

- 2.4.2 The Design Consultant shall provide to the Owner a list of the proposed key project personnel of the Design Consultant and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned personnel as may be requested by the Owner, through the Owner's Representative. Such key personnel and consultants shall be satisfactory to the Owner and shall not be changed except with the consent of the Owner unless said personnel cease to be in the Design Consultant's (or its consultants, if applicable) employ.
- 2.4.3 All agents and workers of the Design Consultant and its sub-consultants shall wear identification badges provided by the Design Consultant at all times they are on the Owner's property. The identification badge shall at a minimum display the company name and telephone number and the employee name.
- 2.4.4 The Design Consultant shall receive, compile and report all W/MBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner at the commencement of design, and on a monthly basis, should any change from the preliminary submission occur.
- 2.5 Division of Responsibilities/Services. The Design Consultant understands and agrees that should the Owner's Representative or other Consultant provide the Design Consultant with any estimating assistance, cost or time control recommendations or other consultation, recommendations or suggestions, any or all such activities on the part of the Owner's Representative, Consultant, or any other representative of the Owner shall in no way relieve the Design Consultant of the responsibility of fulfilling its obligations and responsibilities under this Agreement.

ARTICLE 3

BASIC SERVICES

- 3.1 Scope of Services. The Basic Services to be provided by the Design Consultant shall be performed in the phases described hereinafter and shall include architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, information technology, and all other services customarily furnished by an architect/engineer and its consultants in accordance with generally accepted architectural and engineering practices consistent with the terms of this Agreement. The Basic Services to be performed by the Design Consultant consist of professional tasks which have as their objective design, production of technical documents and construction administration to provide the Owner with a complete and properly functioning facility. The Basic Services shall be performed in accordance with the standard of care set forth in this Agreement. The facility shall be suitable for the Owner's purposes, be structurally sound, satisfy the Owner's requirements, comply with all applicable codes and laws, and be completed on a timely basis and within the approved construction budget.
- 3.1.1 This Agreement describes the Design Consultant's Basic Services in seven phases. Each of these phases (Design Narrative, Schematic Design, Design Development, Construction Documents, Permitting and Bid/ Negotiation, Construction, and Final Completion of Design Services) may be divided to facilitate bidding of separate trade contracts or phased construction activities. The Owner shall have the right to determine early, late and other separate contract awards and may modify the Management Plan to change the number and times of issue of various contract document packages at no additional compensation to the Design Consultant so long as there are no more than four (4) bid packages (which packages are exclusive of individual material purchase orders, bid package alternates, typical single and multi-prime bids and rework by the Design Consultant of documents already completed.)
- 3.1.1.1 The services described below are under the Project Phases in which they customarily occur. This order is for convenience only and does not necessarily reflect the sequence in which a service will actually be performed, or necessarily limit the Project, or a designated portion of the Project, to one of each Phase. The Owner reserves the right to designate the phasing of

segregated portions of the Work and to modify the Management Plan, within the terms and conditions of this Agreement.

- 3.1.1.2 At existing facilities where additions and / or renovations are to take place, the Design Consultant is to verify, by on site analysis and inspection, the compatibility of all existing systems, including, but not limited to fire alarm, security, video surveillance, CATV, voice / data, telephone, intercom, mechanical and electrical. The Design Consultant shall report, in writing, to the Owner any compatibility issues and make appropriate written recommendations to the Owner.
- 3.1.1.3 The Design Consultant agrees to design a facility utilizing high performance guidelines such as can be found in the Triangle J Council of Governments High Performance Building Guidelines, and advise the Owner of opportunities to construct an environmentally sound and safe project, including, but not limited to indoor air quality, day lighting, humidity control, mold issues and other environmental issues similar to those endorsed by the US Green Building Council, Leadership in Energy and Environmental Design (LEED) principles. LEED registration of this project, if chosen by the Owner, shall be considered additional services pursuant to Article 4.3.
- 3.1.1.4 The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant's Basic Services. All final programming and space profiling is the expressed responsibility of the Design Consultant. The Design Consultant will measure the existing facility to verify the accuracy of existing drawings, should they exist.
- 3.1.1.5 An individual or firm with specific expertise in acoustics shall be required for any middle or high school project involving an auditorium, theatre, gymnasium or music room as part of the Basic Service.
- 3.1.2. Design Narrative Phase.
- 3.1.2.1 The Design Consultant shall examine and analyze available information provided by the Owner and shall advise and recommend as to additional information necessary to begin specific design work on the Project. The Design Consultant shall provide written acknowledgment of receipt of Design Guidelines matching the revision referenced in subparagraph 3.3.4 and the Educational Specifications.
- 3.1.2.2 Upon analysis of all available information and prior to initiating any design tasks, the Design Consultant shall participate in a Pre-Design Project Analysis on the dates specified in the Management Plan contained in Exhibit B or as may subsequently be approved. The Design Consultant shall have in attendance the individuals who will represent the primary architectural and engineering disciplines on the project and others as may be requested by the Owner's Representative. The Design Consultant shall take and transcribe minutes of the sessions.
- 3.1.2.3 Upon conclusion of the Pre-Design Project Analysis and in accordance with the Management Plan, the Design Consultant shall prepare a report to the Owner (hereinafter referred to as the Design Narrative) which is the Design Consultant's interpretation of the Project requirements, design parameters and objectives, and results of the Pre-Design Project Analysis. To the maximum extent possible, the Design Narrative will contain diagrammatic studies and pertinent text relative to: design concept; Program of Requirements; analysis of alternatives; internal functions; human, vehicle and material flow patterns; general space allocations; detailed analysis of operating functions; studies of adjacency, vertical and horizontal affinities; and outline descriptions of major building components and systems. Allow the Owner seven (7) working days for review.
- 3.1.2.4 Upon written authorization from the Owner to proceed, and based on the approved Design Narrative, the Construction Contract Award Price (CCAP), Preliminary Programming, and the Management Plan (Exhibits A and B), the Design Consultant shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the design concept, scale and relationship of the Project components for approval by the Owner.

3.1.3 Schematic Design Phase.

3.1.3.1 The Design Consultant shall provide the Owner's Representative periodically with copies of Schematic Design Studies for the Owner's Representative's review during the Schematic Design Phase. At the end of the Schematic Design Phase the Design Consultant shall provide the Owner's Representative with four (4) full size complete sets of prints of the drawings and other documents for approval by the Owner.

3.1.3.2 The Design Consultant shall participate as requested in meetings with Owner's staff to review the project, receive the Owner's input and provide responses to input.

3.1.3.3 The Design Consultant shall prepare the necessary documents and make presentations as scheduled to the Board of Education and/or its committees as determined by the Construction & Capital Planning Department, and other agencies as required by Owner. Documents required for presentation shall be mounted and of appropriate color for site plans, floor plans and elevations.

3.1.3.4 Documents prepared by the Design Consultant for final Schematic Design Phase submittal shall include drawings and a written report. The drawings shall include, but not be limited to, a proposed site utilization study of the property of the Project, schematic plans of all floor plan conditions, and simplified elevations indicating the fundamentals of the architectural concept. The report shall include the status of the work in accordance with the Management Plan, a summary of programmed versus actual square footage by room or area and net to gross comparisons in a format defined by the Owner; such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Further, the report should include any minutes from meetings or telephone conferences with, or letters from review agencies with responses, and responses to all review comments from staff from previous reviews. The Design Consultant shall submit an estimate and breakdown of the Construction Contract(s) Award Price(s) (CCAP) prior to advancing to the next phase of design. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.1.3.5 A statement from the Design Consultant with the final Schematic Design Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines and Educational Specifications have been incorporated in the documents unless specifically noted in writing.

3.1.3.6 The Design Consultant shall submit a written statement indicating that local governing authorities are aware of the project, and the necessary requirements of such agency will be met.

3.1.3.7 To be considered acceptable for final Schematic Design Phase submittal, the documents shall contain all of the following unless otherwise agreed in writing:

3.1.3.7.1 Architectural

- (i) Plans (at 1/8" scale) showing complete building layout, and identifying areas, room by room, showing square footage with comparisons to program standards, and core areas and their relationships.
- (ii) Preliminary building section and elevations indicating location and size of fenestration.
- (iii) Preliminary furniture layouts of critical spaces (i.e. dining area, media center).
- (vi) Site plan with building located and overall grading plan with a minimum of 5'- 0" contour lines. All major site development such as orientation, access road paving, walls and outside support buildings, structured parking facilities, programmed play areas, and paved parking lots should be shown.

- (vii) Gross and net area calculations separated to show conformance with the Program of Requirements.
- (viii) Preliminary Building Code Summary.

3.1.3.7.2 Structural

- (i) Narrative of structural system (precast, structural steel with composite deck, structural steel with bar joists, etc.).
- (ii) Identification of foundation requirements (fill requirements, piles, caissons, spread, footings, etc.).

3.1.3.7.3 Mechanical

- (i) Block heating, ventilating and cooling loads calculations including skin versus internal loading.
- (ii) Single-line drawings of all mechanical equipment spaces, duct chases and pipe chases.
- (iii) Location of all major equipment in allocated spaces.
- (iv) Location of all service entrances.

3.1.3.7.4 Electrical

- (i) Lighting fixtures roughly scheduled showing types of fixtures to be used.
- (ii) Major electrical equipment roughly scheduled indicating size and capacity.
- (iii) Complete preliminary one-line electrical distribution diagrams with indications of final location of service entry, transformers and emergency generator, if required.
- (iv) Description of specialized electrical systems (fire alarm, intercom, voice/data, MATV).
- (v) Legend showing all symbols used on drawings.
- (vi) Projected energy use.

3.1.3.8 Schedule and conduct a Schematic Design review meeting with the Owner, issue minutes, and deliver all required submittals. Allow ten working days for Owner's review. Documents not complying with Subparagraph 3.1.3.7 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.3.9 Upon written notice from the Owner indicating acceptance and approval of the Schematic Design, the structural bay sizes, floor elevations and exterior wall locations (building "footprint") may not be changed except by a Design Phase Change Order.

3.1.4 Design Development Phase.

3.1.4.1 The Design Consultant shall prepare from the approved Schematic Design Studies, for further approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

3.1.4.2 Design Development Documents prepared by the Design Consultant shall include drawings and a written report in more detail than the Schematic Design Documents and shall take into account the Owner's comments on the previous submittal. The report shall include the status of the work in accordance with the Management plan, a summary of programmed versus actual square footage by room or area in a format defined by the Owner, such discussion of design factors, if any, as are pertinent in the opinion of the Design Consultant; and outline descriptions of proposed engineered systems, construction methods, materials and work to be included in the construction contracts. Drawings shall include dimensioned site development plan, floors plans, elevations, and typical sections indicating proposed construction. Drawings shall also include information on major finishes as well as diagrammatic drawings illustrating fundamentals of major engineered systems, i.e., structural, mechanical and electrical. The

Design Consultant shall submit an estimate and breakdown of the Construction Contract(s) Award Price(s) (CCAP) prior to advancing to the next phase of design. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP.

3.1.4.3 A statement from the Design Consultant with the final Design Development Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines and Educational Specifications have been incorporated in the documents unless specifically noted in writing. The Design Consultant shall not incorporate asbestos-containing materials in the Project.

3.1.4.4 The Design Consultant shall submit the final Design Development package, meeting minutes, etc. to show how review comments made in Schematic Design have been addressed. It should be clear from the notes where the specific item was incorporated into the Design Development submittal or an explanation if it was not incorporated.

3.1.4.5 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Design Development Documents during the Design Development Phase. At the end of the Design Development Phase the Design Consultant shall provide the Owner's Representative with four (4) full size complete sets of prints of the drawings and other documents for approval by the Owner. Return Owner's marked up set as Schematic Design Documents. The documents for this final Design Development Phase submittal shall contain all of the following unless otherwise agreed in writing:

3.1.4.5.1 Architectural

- (i) Project phasing plan.
- (ii) Building Code Summary Sheet.
- (iii) Life safety plans showing all fire walls and egress calculations.
- (iv) Floor plans (at 1/8" scale) with final room locations including all openings.
- (v) Wall sections showing final dimensional relationships, materials and component relationships.
- (vi) Identification of all fixed and loose equipment, furniture, and furnishings.
- (vii) Room inventory data sheets showing locations of furniture and equipment for each typical room. Owner will provide lists of furniture and equipment and format to Design Consultant. Hard copies and digital formats (if desired) will be provided to the Design Consultant.
- (viii) Finish schedule identifying all finishes.
- (ix) Preliminary door and window and hardware schedule showing final quantity plus type and quality levels.
- (x) Virtually complete site plan including grading and drainage.
- (xi) Preliminary development of details, including millwork details and large scale blow-ups.
- (xii) Legend showing all symbols used on drawings.
- (xiii) Outline of materials to be specified in the CD phase.
- (xiv) Reflective ceiling development including ceiling grid and all devices that penetrate the ceiling (i.e., light fixtures, sprinkler heads, ceiling register or diffusers, etc.).

3.1.4.5.2 Structural

- (i) Plan drawings with all structural members located and sized.
- (ii) Final building elevations.

- (iii) Outline of materials to be specified in the CD phase.
 - (iv) Foundation drawings.
- 3.1.4.5.3 Plumbing
- (i) Piping, fixtures and equipment substantially located and sized.
- 3.1.4.5.4 Mechanical
- (i) Heating and cooling load calculations for each space and major duct or pipe runs sized to interface structural.
 - (ii) Major mechanical equipment scheduled indicating size and capacity.
 - (iii) Ductwork and piping substantially located and sized.
 - (iv) Above ceiling and/or mechanical room layouts to verify all, structural, mechanical, plumbing, electrical and fire protection systems fit in available spaces.
 - (v) Devices in ceiling located.
 - (vi) Legend showing all symbols used on drawings.
 - (vii) Outline of materials to be specified in the CD phase.
 - (viii) Completed life cycle cost analysis.
- 3.1.4.5.5 Electrical
- (i) All power consuming equipment and load characteristics.
 - (ii) Total electric load.
 - (iii) Major electrical equipment (switchgear, distribution panels, emergency generator, transfer switches, UPS system, etc.) dimensioned and drawn to scale into the space allocated.
 - (iv) Preliminary site lighting design coordinated with Duke Power or applicable power company..
 - (v) Outline of materials to be specified in the CD phase.
 - (vi) Lighting, power, telecommunications and office automation devices and receptacles shown in plan.
 - (vii) Preliminary light fixture schedule.
 - (viii) One line diagram of specialized electrical systems (fire alarm, intercom, voice/data, MATV) showing location of control equipment/panels and devices.
 - (ix) Interior electrical loads estimate for systems furniture, receptacles, lighting, food service equipment, and any other special use areas, etc.
- 3.1.4.5.6 Fire Protection
- (i) Provide flow test information
 - (ii) Provide narrative of proposed fire protection system.
- 3.1.4.6 Schedule and conduct a Design Development review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.1.4.2 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.
- 3.1.5 Construction Documents Phase.
- 3.1.5.1 Upon written authorization from the Owner to proceed, the Design Consultant shall prepare from the approved Design Development Documents, Working Drawings and Specifications

setting forth in detail the requirements for the construction of the entire Project. The Owner will provide the Conditions of the Contract (General and any Supplementary), Advertisement for Bids, Instructions to Bidders, time control specification provisions, and Construction Proposal Forms and Agreement(s) which the Design Consultant shall incorporate into the Construction Documents.

- 3.1.5.2 Construction Documents shall be packaged as prescribed in the Management Plan and be completed in accordance with its schedule.
- 3.1.5.3 Detailed drawings shall cover all work included in the Project or designated portion thereof. It is the responsibility of the Design Consultant to assure that the Project Construction Documents require that no asbestos-containing materials are to be incorporated in the Project.
- 3.1.5.4 Single or multiple contracts shall be as stated in the Management Plan, and the detailed drawings for each contract shall be prepared by the Design Consultant with appropriate designation noted thereon.
- 3.1.5.5 Specifications shall be prepared using the Construction Specifications Institute 16 division format. Specifications for products, materials and equipment shall be written in full compliance with N. C. Gen. Stat. § 133-3 and all other relevant laws and building codes. Brand names may be used to specify a particular product to be bid as an alternate only in accordance with State law.
- 3.1.5.6 The Design Consultant shall update room data sheets to show furniture and equipment layouts as needed and requested by the Owner for each typical room. Owner will provide lists of furniture and equipment and format to the Design Consultant. When completed, final hard copies and digital information (if possible) will be provided by the Design Consultant to the Owner.
- 3.1.5.7 The Design Consultant shall provide a color board with exterior and interior color selection for review, approval and use by the Owner. The approved color board shall be submitted for use by the Owner with the 100% Construction Documents.
- 3.1.5.8 The Design Consultant shall provide the Owner's Representative periodically with copies of in-progress Construction Documents during this phase. Additionally, and in accordance with the Management Plan, the Design Consultant shall submit for approval by the Owner four (4) full size sets of preliminary Construction Documents at the stage of 60% completeness along-with a written report. Return Owner's marked up set of Design Development Documents. The report shall incorporate the status of the work in accordance with the Management Plan and a summary of programmed versus actual square footage in a format defined by the Owner by room or area. The Design Consultant shall submit an estimate and breakdown of the Construction Contract(s) Award Price(s) (CCAP) in advance of the scheduled 60% CD review meeting. The Design Consultant shall prepare such estimates in the form prescribed by the Owner to assure itself that the project cost is within the CCAP. The documents for this 60% Construction Document submittal shall, at a minimum, satisfy all of the requirements of the Design Development Phase, plus all of the following unless otherwise agreed in writing:
 - 3.1.5.8.1 General
 - (i) Complete index of drawings
 - (ii) Vicinity plan
 - (iii) Building Code Summary
 - (iv) Life safety plans
 - (v) Energy data
 - (vi) Accessibility summary
 - (vii) U.L. details

3.1.5.8.2 Civil / Landscaping

- (i) Copy of the Site Survey
- (ii) Site plan satisfactory for site plan approval
- (iii) Site demolition plan
- (iv) Staking plan
- (v) Erosion control plan
- (vi) Grading plan
- (vii) Site utility plan
- (viii) Storm drainage plan, details and schedule
- (ix) Paving plans and details
- (x) Landscaping plans and details, plant schedule

3.1.5.8.3 Architectural

- (i) Demolition plans
- (ii) Key plans with final room numbers as approved by DPS
- (iii) Critical sections and details identified and drawn
- (iv) Roof plan with all penetrations
- (v) Kitchen layout and equipment schedule
- (vi) Exterior elevations with control joints located
- (vii) Enlarged toilet room layout with all fixtures and dimensions
- (viii) Toilet room elevations
- (ix) Reflected ceiling plan with all fixtures located and ceiling height identified
- (x) Bulkhead and lintel details
- (xi) Finish plan and schedule
- (xii) Door and hardware schedule, elevations, and head and jamb details
- (xiii) Masonry details
- (xiv) Roof details
- (xv) Stair details
- (xvi) Elevator sections and details if applicable
- (xvii) Furniture layout
- (xviii) Casework elevations

3.1.5.8.4 Structural

- (i) Demolition plans
- (ii) Footing plans and details
- (iii) Reinforcing steel plans
- (iv) Structural steel plans

3.1.5.8.5 Plumbing

- (i) Demolition plan

- (ii) Fixture schedule
- (iii) Plumbing plans
- (iv) Enlarged toilet room plans
- (v) Riser diagrams for waste and vent, water, storm drainage, and gas
- (vi) Plumbing site plan
- (vii) Plumbing details

3.1.5.8.6 Mechanical

- (i) Demolition plan
- (ii) Ductwork and piping completely located and sized
- (iii) Complete equipment schedules
- (iv) Mechanical room enlarged plans and sections
- (v) Schematic control diagrams
- (vi) Mechanical details

3.1.5.8.7 Electrical

- (i) Demolition plan
- (ii) Fixture schedule
- (iii) Electrical site plan
- (iv) Power plan with panels located and identified
- (v) Lighting plan
- (vi) Complete plans for auxiliary systems including but not limited to, fire alarm, voice/data, intercom, MATV, and security
- (vii) Riser diagrams for all systems
- (viii) Panel schedule

3.1.5.8.8 Fire Protection

- (i) Demolition plan
- (ii) Fire protection plan with location of all hose and valve cabinets identified
- (iii) Preliminary fire protection design calculations

3.1.5.9 Schedule and conduct a 60% Construction Documents review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. Documents not complying with Subparagraph 3.1.5.8 shall be returned to the Design Consultant for correction at no additional charge to the Owner and with no change to the overall Project design schedule.

3.1.5.10 After review and approval of the 60% Construction Documents and written notice to proceed to Final Construction Documents phase by the Owner, the Design Consultant shall continue with preparation of final Construction Documents and Bid Documents, including final Specifications for all authorized work on the Project and shall incorporate in those final documents the comments and any modifications and changes desired by the Owner and any modifications required for compliance with all applicable codes, regulations, standards, the approved program, and prior written approvals and instructions of the Owner. The resulting final Construction Document submittal is to be a complete, fully coordinated, integrated package, suitable for bidding distribution, without any significant addenda or further clarification required.

- 3.1.5.11 The Design Consultant shall participate in such reviews and meetings as are necessary to ensure that the project design conforms to all applicable codes and all requirements of responsible agencies and will make any changes to the Construction Documents which are required for issuance of all permits and legal authorizations needed to construct the Project.
- 3.1.5.12 The Design Consultant shall submit all relevant applications for all required building permits within a reasonable time to ensure receipt of final comments in time to issue any required addenda to the Bidding Documents.
- 3.1.5.13 At the completion of the construction documents phase, the Design Consultant shall submit to the Owner six (6) sets of 100% complete documents (four (4) sets to be full size and two (2) sets to be half size, and 4 sets of specifications) prepared by the Design Consultant for final Construction Documents Phase submittal which shall include the final working drawings and specifications. Return Owner's marked up set of 60% Construction Documents.
- 3.1.5.14 A statement from the Design Consultant with the final Construction Document Phase submittal shall be included that verifies and acknowledges that all of the applicable Design Guidelines and Educational Specifications have been incorporated in the documents unless specifically noted in writing.
- 3.1.5.15 The Design Consultant shall submit with the final Construction Document package, meeting minutes, etc. to show how review comments made in Design Development have been addressed. It should be clear from the notes if the specific item was incorporated into the Construction Document submittal or not (with an explanation).
- 3.1.5.16 Schedule and conduct a Final Construction Documents review meeting with the Owner, issue minutes, and deliver all required submittals. Allow 10 working days for Owner's review. The Design Consultant shall prepare or update the Owner's Property Accounting Drawings for the Project in a computerized format acceptable to the Owner. Digital files in .DWG or .DXF file format are acceptable.
- 3.1.6 Permitting and Bidding/Negotiation Phase.
- 3.1.6.1 Prepare and issue Agreement(s) between Owner and Contractor(s). After receiving written authorization from the Owner, the Design Consultant shall proceed with the Permitting and Bidding/Negotiation Phase. There may be more than one Permitting and Bidding/Negotiation Phase, depending upon the Management Plan.
- 3.1.6.2 The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner.
- 3.1.6.3 The Design Consultant shall coordinate and document the reproduction, distribution and retrieval of the bidding documents. Further, the Design Consultant shall coordinate and document the collection and return of deposits or payments. In addition to the bidders, documents shall be issued to all required code authorities, contractors, plan room, services, and others, as the Owner designates.
- 3.1.6.4 The Design Consultant shall request, expedite and submit all information necessary to obtain all necessary permits, licenses and approvals, required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, unless otherwise agreed in writing.
- 3.1.6.5 The Design Consultant shall prepare such clarifications and addenda to the bidding documents as may be required. The Design Consultant will provide these to the Owner for review prior to issuance to all holders of bid documents.
- 3.1.6.6 The Design Consultant will schedule and conduct Pre-Bid Conferences with prospective bidders to review the Project. The Design Consultant shall provide knowledgeable representatives, including representatives of its consultants, to participate in these conferences to explain and clarify Bidding Documents. Within two (2) days after the Prebid Conference the Design Consultant shall deliver to the Owner, if needed, a final Addendum.

- 3.1.6.7 The Design Consultant shall assist the Owner's Representative and the Owner in obtaining bids.
- 3.1.6.8 The Design Consultant shall prepare a certified bid tabulation and recommendation to the Owner concerning the Contract Award.
- 3.1.6.9 Should first bidding or negotiation produce prices in excess of the approved CCAP, the Design Consultant shall participate with the Owner's Representative in such re-bidding, re-negotiation, and re-design, at no additional expense to the Owner, as may be necessary to obtain price(s) within the approved CCAP or price(s) acceptable to the Owner. The Owner will assist in re-design decisions. All re-design must be approved by the Owner.
- 3.1.6.10 Should the Design Consultant re-design or conduct re-bidding under its responsibilities set out in the preceding paragraph, its Construction Phase and Post Construction Phase services shall be extended to take re-design/re-bid delays into account at no additional expense to the Owner.
- 3.1.6.11 The Design Consultant shall assist the Owner's Representative in the preparation of the Agreement(s) between Owner and Contractor(s) for the Owner's execution. The Owner's Representative will coordinate award(s) and Notice(s) to Proceed for the Owner.
- 3.1.7 Construction Phase.
- 3.1.7.1 The Construction Phase for each portion of the Project will commence with the award of the Construction Contract and will terminate when the Owner makes the Final Completion payment to the Contractor.
- 3.1.7.2 The Design Consultant shall consult with the Owner and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the Contractor for various portions of the work.
- 3.1.7.3 The Design Consultant shall receive, compile, track and report all W/MBE participation of all contractors, sub-contractors and vendors of this project in a format acceptable to Owner. Reports will be made to the Owner on a monthly basis, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.1.7.4 The Design Consultant shall review and approve shop drawings, samples, and other submissions of Contractor(s) as well as the Work performed by the Contractor(s) for conformance with the design concept of the Project and for compliance with the Contract Documents. The Design Consultant shall prepare one final color board for the use of the Owner and one to be kept on the jobsite containing the Owner approved submittal samples. The review and return of submittals shall be accomplished by the Design Consultant within fourteen (14) calendar days from date of receipt except when otherwise authorized by the Owner's Representative.
- 3.1.7.5 The Design Consultant shall provide necessary Project drawings, in electronic format, to the electrical or data contractor for creation of data "as built" submittal and approval drawings, and to the general contractor for site layout/staking.
- 3.1.7.6 The Design Consultant shall conduct Pre-installation meetings of all trades as required by the Design Guidelines to review the installation procedures of the contractors prior to the placement of the work. These Pre-installation meetings will be coordinated around construction progress meetings as possible, to accommodate the schedule of the Design Consultant and Owner.
- 3.1.7.7 The Owner's Representative will establish with the Design Consultant procedures to be followed for review and processing of all shop drawings, catalogue submissions, project reports, test reports, maintenance manuals, and other necessary documentation, as well as requests for changes and applications for extensions of time.
- 3.1.7.8 The Design Consultant shall, when requested by the Owner's Representative, prepare Change Order documentation.

- 3.1.7.9 The Design Consultant shall render to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, interpretations of requirements of the Contract Documents. The Design Consultant shall make all interpretations consistent with the intent of and reasonably inferable from the Contract Documents. The Design Consultant's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.
- 3.1.7.10 Should errors, omissions or conflicts in the drawings, specifications or other Contract Documents by the Design Consultant be discovered, the Design Consultant will prepare and submit to the Owner's Representative, within two (2) working days unless otherwise authorized by the Owner's Representative, such amendments or supplementary documents and provide consultation as may be required, for which the Design Consultant shall make no additional charges to the Owner.
- 3.1.7.11 The Owner's Representative shall be the point of contact for the Owner, except when the Owner shall direct otherwise. All instructions to the Contractor(s) shall be issued by the Design Consultant except when is directed otherwise by the Owner's Representative.
- 3.1.7.12 The Design Consultant will have access to the Work at all times. All site visits, observations and other activities by the Design Consultant shall be coordinated with the Owner's Representative and written report of such visits made promptly to the Owner's Representative.
- 3.1.7.13 The Design Consultant and its consultants (including, but not limited to, the civil, structural, roofing, mechanical and electrical disciplines) shall make such periodic visits to the Project site as may be necessary to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of such on-site observations, the Design Consultant and its consultants shall take the appropriate steps to guard the Owner against defects and deficiencies in the Work of the Contractor. If the Design Consultant observes any work that does not conform to the Contract Documents, the Design Consultant shall immediately make an oral and written report of all such observations to the Owner's Representative. The Design Consultant and its consultants shall not be required to make exhaustive or full-time on-site observations to check the quality or quantity of the Work, but shall make as many observations as may be reasonably required to fulfil their obligations to the Owner. The Design Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.
- 3.1.7.14 Periodic visits of the Design Consultant shall be not less than once weekly. Each engineering discipline shall make periodic visits not less than once every two weeks, during the course of work applicable to its discipline. During critical work phases, each engineering discipline may be required to make periodic visits weekly, or as needed, at no additional cost to Owner. The engineering disciplines shall prepare and submit a report on each visit, submitted via the Design Consultant to the Owner's Representative within three (3) working days of the visit.
- 3.1.7.15 The Design Consultant shall immediately notify the contractor and Owner in writing if the Project falls more than 14 days behind schedule on any critical path activity. The Design Consultant shall immediately request a recovery plan from the contractor and make appropriate written recommendation to the Owner.
- 3.1.7.16 The Design Consultant shall render written field reports relating to the periodic visits and observations of the Project required by Subparagraph 3.1.7.14 within three (3) working days to the Owner's Representative in the form required by the Owner's Representative.
- 3.1.7.17 The Design Consultant shall hold construction progress meetings attended by the Owner's Representative and representatives of each Prime Contractor every two (2) weeks or more often as required by the project in critical phases. The Design Consultant shall render written minutes of this meeting within three (3) working days to all participants in a format acceptable to the Owner's Representative.

- 3.1.7.18 Based upon observations at the site and upon the Contractor's applications for payment, the Design Consultant shall determine the amount owing to the Contractor(s), pursuant to the terms of the Owner/Contractor Agreement, and shall issue Certificates for Payment to the Owner in such amounts. The Design Consultant's signing of a Certificate of Payment shall constitute a representation by the Design Consultant to the Owner, based upon the Design Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated, that to the best of the Design Consultant's knowledge, information and belief, the quality of the Work appears to be in accordance with the Contract Documents (subject to: an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; the results of any subsequent tests required by the Contract Documents; minor deviations from the Contract Documents correctable prior to completion; and to any specific qualifications stated in the Certificate for Payment), and that the Contractor is entitled to payment in the amount certified. By signing a Certificate for Payment to the Owner, the Design Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Construction Contract Sum.
- 3.1.7.19 If, in accordance with its duty, the Design Consultant advises the Owner's Representative of non-conforming work as stated in subparagraph 3.1.7.13, the Design Consultant shall confirm the non-conformance in writing to the Owner's Representative within two (2) days of observation.
- 3.1.7.20 The Design Consultant and the Owner's Representative jointly shall have authority to condemn or reject Work on behalf of the Owner when in the Owner's Representative's or the Design Consultant's opinion the Work does not conform to the Contract Documents. Whenever in the Owner's Representative's or the Design Consultant's reasonable opinion it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, the Owner's Representative shall have the authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed.
- 3.1.7.21 The Design Consultant shall obtain governing agency occupancy approval if any exceptions arise related to the design or specified materials.
- 3.1.8 Final Completion of Design Services Phase.
- 3.1.8.1 When the Contractor notifies the Design Consultant that the Work is substantially complete, the Design Consultant and its consultants shall inspect the Work and prepare and submit to the Owner's Representative punch lists of the Work of the Contractor(s) which is not in conformance with the Contract Documents. The Design Consultant shall transmit such punch lists to the Contractor(s). The Owner may request that the Design Consultant inspect and prepare a punch list on any portion of the Work.
- 3.1.8.2 The Design Consultant shall receive, compile, and report all W/MBE participation of all contractors, sub-contractors and vendors of this project, utilizing a pay application cover sheet to be supplied and certified by the contractor (format to be provided by Owner).
- 3.1.8.3 The Design Consultant shall provide assistance in the original operation of any equipment or system such as initial start-up, testing, adjusting and balancing.
- 3.1.8.4 The Design Consultant and/or its consultants shall observe, review test data, and certify the original operation of any equipment or system such as initial start-up testing, adjusting and balancing to make sure that all equipment and systems are properly installed and functioning in accordance with the design and specifications.
- 3.1.8.5 The Design Consultant shall review and approve the Contractor-furnished maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection as required by the Construction Documents and forward all approved copies to the Owner's Representative for use by the Owner. In addition, the Design Consultant shall conduct such observations as

necessary to ensure all material and equipment warranties are in compliance with applicable specifications.

- 3.1.8.6 The Design Consultant and its consultants shall conduct up to two (2) comprehensive Final Completion inspections per construction contract at the request of the Owner. If more than two (2) Final Completion inspections are required, through no fault of the Design Consultant, the additional inspections shall be deemed additional services.
- 3.1.8.7 The Design Consultant shall obtain from the Contractor(s) drawings, prints, and other data necessary for the accurate preparation of the record drawings.
- 3.1.8.8 The Design Consultant shall make a recommendation in writing to the Owner regarding liquidated damages for each of the prime contractors, as may be applicable.
- 3.1.8.9 Upon correction of the deficiency reports (punch lists), and acceptance of all other close-out submittals and certificates of the Contractor, the Owner's Representative and the Design Consultant shall review and approve the Application for Final Payment and forward it to the Owner for execution. In addition, the Design Consultant shall certify in writing that the work conforms to the contract documents. The Design Consultant shall issue AIA Substantial Completion Certificates for each Contractor.
- 3.1.8.10 The Design Consultant shall prepare a set of bond original record drawings and digital files, in .DWG or .DXF format on CD ROM, showing significant changes in the Work made during the construction process, based on marked-up contract drawings, prints, and other data furnished by the Contractor(s) and the applicable Addenda, Clarifications, and Change Orders which occurred during the Project.
- 3.1.8.11 The Design Consultant will report the use of sub-consultants, their function, contract amount and MBE classification to the Owner at the conclusion of the Project. The Design Consultant shall receive, compile and report all W/MBE participation of all of its sub-consultants and vendors of this project in a format acceptable to Owner.
- 3.1.8.12 Submit a new property accounting drawing for new schools or a corrected drawing for renovation/addition projects.
- 3.1.8.13 Conduct and document the 12 month warranty inspection, approximately 50 weeks after the substantial completion date.

3.2 Design Consultant's Professional Responsibility and Standard of Care.

- 3.2.1 By execution of this Agreement, the Design Consultant warrants that (a) it is an experienced and duly licensed firm or individual having the ability and skill necessary to perform all the Services required of it under this Agreement in connection with the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to, all local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local sanitary laws and rules and regulations, and all orders and interpretations by governing public authorities of such ordinances, requirements, codes, laws, rules and regulations in effect at the time of commencement of services on the Project), and that all drawings, specifications and other documents prepared by the Design Consultant shall be prepared in accordance with and shall accurately meet, reflect and incorporate all such laws, rules and regulations.
- 3.2.2 The Design Consultant hereby represents and agrees that the drawings, specifications and other documents prepared by it pursuant to this Agreement shall be complete and functional, except as to any deficiencies which are due to causes beyond the control of the Design Consultant, and that the Project, if constructed in accordance with the drawings, specifications and other documents, shall be structurally sound and a complete and properly functioning facility in accordance with the terms of this Agreement. Any suggestions, recommendations or

review comments by the Owner shall not reduce or diminish the Design Consultant's responsibilities pursuant to this Agreement.

3.2.3 The Design Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Design Consultant will correct at no additional design cost to the Owner any and all errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant. The Design Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.

3.2.4 It is the responsibility of the Design Consultant to make certain that, at the time the project is bid, all drawings, specifications and other documents are in accordance with applicable laws, statutes, building codes and regulations and that appropriate reviews and approvals are requested and obtained from federal, state and local governments.

3.2.5 It shall be the responsibility of the Design Consultant throughout the period of performance under this Agreement to exercise the abilities, skills and care customarily used by Design Consultants of the training and background needed to perform the services required under this Agreement who practice in the Durham County/Durham City/Wake County/Research Triangle Park area or similar communities.

3.3 Project Requirements.

3.3.1 A component of the Project Construction Budget is the Construction Contract Award Price, herein referred to as CCAP. **The CCAP for this Project is: \$1,867,500.00.** The CCAP for this Project, or designated portion thereof, may be modified in writing only in the form of a Design Phase Change Order, executed by the Owner and Design Consultant. The Design Consultant shall prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor, acceptable to the Owner, will be within the CCAP.

3.3.1.1 During all phases of the Project the Design Consultant shall prepare such estimates as it deems necessary, at no additional cost to the Owner, to assure itself that the estimated Project cost is within the CCAP and shall supply such data, information or estimates as the Owner may require to substantiate the Design Consultant's contention that the Project cost is within the CCAP.

3.3.1.2 With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner, the Design Consultant shall make the following statement in writing:

"The drawings, specifications, and other documents submitted herewith, in my/our professional opinion, fulfill the Program of Requirements and the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which (CCAP) will not exceed One million eight hundred sixty seven thousand five hundred dollars (\$1,867,500.00). Further, in my/our professional opinion, the above mentioned documents submitted herewith have been prepared in accordance with the Design Consultant Services Agreement."

With each Design Phase submittal and each interim, revisionary or subsequent design submittal of the Design Consultant to the Owner and with his certification of the Final Payment to the contractor, the Design Consultant shall make the following statement in writing:

"No asbestos-containing building materials have been specified and to the best of my/our knowledge and belief none have been incorporated into this Project."

3.3.2 Incorporated herein and made a part of this Agreement by reference as Exhibit A is the Preliminary Programming which defines the physical and environmental parameters for the Project and establishes the design objectives and criteria. No deviations from the Preliminary Programming shall be allowed without written approval for change, in the form of a Design Phase Change Order executed by the Owner and Design Consultant.

- 3.3.3 Incorporated herein and made a part of this Agreement by reference as Exhibit B is the Management Plan for the Project which defines the sequence and timing of the design and construction activities. The Management Plan is the schedule to be adhered to by the Design Consultant. No deviation from the Management Plan shall be allowed without written approval for a change in the Management Plan, in the form of a Design Phase Change Order executed by the Owner and Design Consultant. Should the Owner determine that the Design Consultant is behind schedule; the Design Consultant shall expedite and accelerate its efforts, including additional manpower and/or overtime, to maintain the approved design schedule at no additional cost to the Owner.
- 3.3.4 Incorporated herein and made a part of this Agreement by reference is the Durham Public School System Design Guidelines (Design Guidelines), or the relevant portions thereof, which establish the technical objectives and parameters for the Project. The Design Consultant shall comply with the requirements of the Design Guidelines in performing its services pursuant to this Agreement.
- 3.3.5 Incorporated herein and made a part of this Agreement by reference are the Durham Public Schools Education Specifications, or the relevant portions thereof, which establish the space, furniture and equipment requirements for the Project. The Design Consultant shall comply with the requirements of the Educational Specifications in performing its services pursuant to this Agreement. The Design Consultant shall use the preliminary programming work of the Owner as a starting point for all final programming as part of the Design Consultant's Basic Services. All final programming and space profiling is the expressed responsibility of the Design Consultant.
- 3.4 Project Conferences.
- 3.4.1 Throughout all phases of the Project, the Design Consultant and its consultants shall meet periodically with the Owner when reasonably requested. Participants shall be as determined by the Owner. As a minimum, regularly scheduled meetings which the Design Consultant will attend include:
 - 3.4.1.1 Design Consultant Orientation.
 - 3.4.1.2 Pre-design conferences every other week, or more often, as required by Owner.
 - 3.4.1.3 Pre-design Project Analysis Sessions, three days maximum, attendees as designated the Durham Public Schools Office of Construction & Capital Planning Department.
 - 3.4.1.4 Design conferences on an every other week basis.
 - 3.4.1.5 Pre-bid conference for each bid package.
 - 3.4.1.6 Pre-construction conference for each bid package.
 - 3.4.1.7 Pre-installation meetings of all trades as required by Article 3.1.7.6.
 - 3.4.1.8 Construction progress meetings on an every other week basis for each bid package.
 - 3.4.1.9 Substantial Completion, Final Completion and completion of warranty period inspections for each construction contract.
- 3.4.2 The Design Consultant shall be responsible for scheduling and attending any meetings necessary to properly coordinate the design effort including, without limitation, meetings with governing agencies, code officials and applicable utilities.
- 3.4.3 The Design Consultant shall be responsible for preparing accurate and complete minutes of all Project conferences and distributing same to all participants.
- 3.5 Serving As Witness.
- 3.5.1 The Design Consultant shall provide testimony in public hearings, arbitration proceedings, and legal proceedings, and such testimony shall be provided without additional fee or charge to the

Owner unless said testimony is requested by the Owner and consists of expert testimony not related to this Project or Work.

3.6 Construction Warranty.

3.6.1 The Design Consultant and its consultants shall assist the Owner in resolution of warranty issues as may be required to determine responsibility for deficiencies.

3.6.2 The Design Consultant and its consultants shall conduct an inspection of the project one (1) month prior to warranty expiration and provide to the Owner a written report specifying any warranty deficiencies which may exist.

**ARTICLE 4
COMPENSATION**

4.1 Basic Services Compensation.

The Owner shall compensate the Design Consultant in accordance with the terms and conditions of this Agreement, including the following:

4.1.1 For the Basic Services of the Design Consultant, Basic Services Compensation shall be in the amount of **Two Hundred Ninety Thousand Dollars (\$290,000.00)**

4.1.1.1 For the purposes of Subparagraph 4.1.1, no amount is to be included within the scope of the CCAP for the cost of land, rights-of-way or other non-construction costs which are the responsibility of the Owner.

4.1.1.2 For the purposes of Subparagraph 4.1.1, no labor and materials furnished by the Owner for the Project shall be included with the scope of the CCAP.

4.1.1.3 For the purposes of Subparagraph 4.1.1, should the Owner request additions to the Project which would cause a change or changes in the scope of the Program of Requirements or previously approved designs or design criteria, the Design Consultant's fee shall be adjusted accordingly as mutually agreed through a Design Phase Change Order

4.1.1.4 In the event the Owner requests changes to the Project or elects not to complete the work or any portion thereof, which would decrease the most recently approved CCAP, basic compensation due the Design Consultant, as to such deletion or decrease, shall be adjusted downwards for remaining services to be performed but not for services already performed to the date of receipt by the Design Consultant of the written requested change or notice of the intent not to complete part or all of the work, in accordance with the basic payment schedule set forth in Paragraph 4.2 hereof.

4.1.2 The Basic Services Compensation stated in Paragraph 4.1.1 includes all compensation and other payments due the Design Consultant (manpower, overhead, profit, direct costs, travel, copies, postage, telephone and facsimile service, etc.) in the performance of the Basic Services.

4.2 Payments to the Design Consultant. Payments on account of the Design Consultant shall be made as follows:

4.2.1 Payments for Basic Services, including any design phase change orders, shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the Basic Services Compensation. Payment shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and certifications that all sub-consultants have been paid, and other documentation as requested by the Owner.

	Renovation/New School
Narrative/Schematic Design Phase	15%
Design Development Phase	35%

Construction Documents Phase	65%
Permitting and Bidding/Negotiation Phase	70%
Construction Phase	95%
Final Completion of Design Services Phase	100%

4.2.2 No deductions shall be made from the Design Consultant's Basic Services Compensation on account of penalty, liquidated damages, retainage or other sums withheld from payments to Contractor.

4.2.3 Deductions may be made from the Design Consultant's Basic Services Compensation on account of errors and omissions in the drawings, specifications and other documents prepared by the Design Consultant or in the Design Consultant's performance of its obligations under this Agreement.

4.2.4 Payments due the Design Consultant under the Agreement shall bear interest at the legal rate commencing thirty (30) days after the date the billing is received by the Owner.

4.2.5 Reimbursable Expenses incurred while performing Basic or Additional Services shall be computed at a multiple of 1.00 times actual cost. Reimbursable Expenses shall include such reasonable, actual expenditures made by the Design Consultant, his employees, or his professional consultants in the interest of the Project, limited to the following: the reasonable expense of transportation and living when traveling from the Design Consultant's office to a location outside of the Triangle Area of North Carolina in connection with the Project; and expense of reproductions, postage and handling of Drawings and Specifications, beyond those for the Design Consultant's and sub-consultants' use and those required as the phase submittals. Before incurring any Reimbursable Expenses, the Design Consultant must request and receive written authorization from the Owner.

4.2.6 If the Project is suspended for more than six months or abandoned in whole or in part by the Owner, the Design Consultant shall be paid compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment. If the Project is resumed after being suspended for more than twelve months, the Design Consultant's Basic Services Compensation shall be equitably adjusted.

4.2.7 Deductions shall be made from the Design Consultant's Basic Services Compensation for Liquidated Damages identified in Paragraph 4.5.

4.3 Additional Services Compensation.

4.3.1 With respect to any Additional Services, as described in Article 7 herein, performed by the Design Consultant hereunder, the Design Consultant and Owner shall negotiate an equitable adjustment to the Basic Services Compensation. However, if negotiations are not successful prior to the time the additional services are needed, the Owner may direct the Design Consultant to proceed with the Additional Services on a time spent basis with Additional Services Compensation to be computed as follows:

4.3.1.1 Principals' time at the fixed rate of **One Hundred Twenty-Five Dollars (\$125.00)** per hour. For the purposes of this Agreement the Principal is Robert Sotolongo.

4.3.1.2 Employees' time computed at a multiple of 2.5 times the employees' Direct Payroll Expense. Direct Payroll Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, but shall not exceed 1.26 times the base hourly wage of each employee.

4.3.1.3 Re-inspection and re-submittal review time that is billable to the Contractor shall be reimbursed to the Design Consultant at the rate of **Eighty Dollars (\$80.00)** per hour.

- 4.3.2 Payments for Additional Services of the Design Consultant shall be made upon presentation of the Design Consultant's statement of services, fully supported by invoices, time cards, and other documentation as requested by the Owner.
- 4.4 Accounting Records.
- 4.4.1 Records of the Design Consultant with respect to Additional Services and payroll, and consultant and other expenses (including Reimbursable Expenses) pertaining to the Project, shall be kept according to generally accepted accounting principles and shall be available to the Owner or its authorized representative for inspection and copying at mutually convenient times.
- 4.4.2 At the request of the Owner or its authorized representative, the Design Consultant will supply in a timely manner and certify as accurate, unaltered copies of all time sheets, invoices, and other documents to substantiate and document any and all Additional Services and Reimbursable Expenses.
- 4.5 Liquidated Damages.
- 4.5.1 Should the Design Consultant fail to provide to the Owner those documents required for review by the Owner (Schematic Design, Design Development, 60% Construction Documents and 100% Construction Documents) on or before the dates identified in Exhibit B to this Agreement, (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as liquidated damages the daily amount of Fifty dollars (\$50.00) for each consecutive calendar day that the submittal to the Owner remains incomplete, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Design Consultant to complete work within time as stipulated; it being recognized by the Owner and the Design Consultant that the injury to the Owner which could result from a failure of the Design Consultant to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Design Consultant. The Design Consultant will not be held responsible for delays in obtaining approvals that are caused by approval agencies, provided that timely submission to the approval agency has been made by the Design Consultant.
- 4.5.2 Should the Design Consultant fail to publish the Construction Documents for bid on or before the date identified in Exhibit B to this Agreement for publication, (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as liquidated damages the daily amount of five - hundred dollars (\$500.00) for each consecutive calendar day that all of the required documents are not published, which sum represents the approximate cost to expedite the construction work by one day and is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Design Consultant to complete and publish the design work within time as stipulated. The Design Consultant will not be held responsible for delays in obtaining approvals that are caused by approval agencies, provided that timely submission to the approval agency has been made by the Design Consultant.
- 4.5.3 The amount of liquidated damages set fourth in Article 4.5.1 and 4.5.2 may be assessed concurrently. The items of cost included in the assessment of liquidated damages are added review expense and additional expense to reduce the time allowed for construction of the Project. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against the Design Consultant, including but not limited to, specific performance or injunctive relief.

ARTICLE 5

PERIOD OF SERVICE

- 5.1 Specific dates relating to the period of services are set forth in Exhibit B, Management Plan.
- 5.2 Unless earlier terminated as provided in Article 11 hereof, this Agreement shall remain in force for a period which may reasonably be required for the Basic Services and Additional Services

hereunder. However, the provisions of the Agreement relating to Professional Responsibility (Paragraph 3.2); Professional Liability coverage (Article 9); Indemnification (Article 10); and Ownership of Documents/Confidential Information (Article 13) shall remain in effect after termination of the other provisions of the Agreement.

- 5.3 If the Project is delayed through no fault of the Design Consultant, all specific dates noted in the Management Plan that are affected by the delay will be adjusted by the number of calendar days of the delay.
- 5.4 If the Owner materially revises the Project, a reasonable time extension and/or credit shall be negotiated between the Design Consultant and the Owner.
- 5.5 Time is of the essence in this Agreement.

ARTICLE 6

OWNER'S RESPONSIBILITIES

- 6.1 The Owner shall provide full information regarding the requirements for the Project.
- 6.2 The Owner shall examine documents submitted by the Design Consultant and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Design Consultant's Services.
- 6.3 If required for this Project, the Owner shall furnish a certified land survey of the site, giving as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines, both public and private, above and below grade, including inverts and depths. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.4 The Owner shall pay for the services of a soils engineer or other consultant, when such services are deemed necessary by the Design Consultant or Owner's Representative, to provide reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.5 The Owner shall pay for structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law that are not otherwise called for in this Agreement. All associated work will be coordinated by Design Consultant as part of the Basic Services.
- 6.6 The Owner shall furnish such legal, accounting, and insurance counseling services as the Owner may deem necessary for the project and such auditing services as it may require to ascertain how, or for what purposes, the Contractor has used the moneys paid to it under the Construction Contract.
- 6.7 All services, information, surveys and reports required of the Owner shall be furnished at the Owner's expense and the Design Consultant shall be entitled to rely upon their accuracy and completeness.
- 6.8 The Owner shall furnish information and approvals required of it expeditiously, for orderly progress of the Work.
- 6.9 The Owner shall pay for and the Design Consultant shall request, expedite, and obtain all necessary permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

ARTICLE 7

ADDITIONAL SERVICES

- 7.1 If any of the following Additional Services are authorized in advance by the Owner in writing, the Design Consultant shall furnish or obtain from others the authorized services. If authorized in advance, in writing, by the Owner, the Design Consultant shall be paid for these additional services by the Owner pursuant to Article 4.3 to the extent they exceed the obligations of the Design Consultant under this Agreement.
- 7.1.1 Providing fully detailed presentation models or presentation renderings, not included in Basic Services.
- 7.1.2 Providing financial feasibility or other special studies, not included in Basic Services.
- 7.1.3 Providing planning surveys or alternative site evaluations.
- 7.1.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project other than general planning and Master Planning for future work as indicated by the Preliminary Programming.
- 7.1.5 The services of this acoustician not covered in the Basic Services shall be considered additional services.
- 7.1.6 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given by the Owner.
- 7.1.7 Preparing supporting data and other services in connection with an Owner-initiated change order if the Basic Compensation is not commensurate with the services required of the Design Consultant.
- 7.1.8 Providing operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operations other than initial start-up, and coordinating with the Contractor(s) to provide in electronic format, as designated by the Owner's Representative, detailed product and warranty information for input to the Owner's Facility Management computer system.
- 7.1.9 Providing soils sampling, classification and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
- 7.1.10 Providing services of interior furnishings not included in the Basic Services.
- 7.1.11 Providing professional services made necessary by the default of a Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract which the Design Consultant could not reasonably have prevented through inspection, observation or intervention.
- 7.1.12 Providing surveying services such as platting; mapping; subdivision agreements or recording subdivision plats, not included in the Basic Services.
- 7.1.13 Providing additional services prior to actual substantial completion of the Project made necessary by delays or defects in the work of the Contractor which the Design Consultant could not reasonably have prevented through inspection, observation or intervention which prolongs the Construction Contract time by more than 90 days.
- 7.1.14 Providing additional services and costs necessitated by out-of-town travel required by the Design Consultant and approved by the Owner other than visits to the Project and other than for travel required to accomplish the Basic Services.
- 7.1.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Basic Design Services as may be required in connection with the replacement of such Work.
- 7.1.16 Providing services after payment by the Owner of the Final Payment to the Design Consultant other than services called for in the Basic Services.

7.1.17 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practices consistent with the terms of this Agreement.

ARTICLE 8

NOTICES

8.1 Any notice required by this Agreement or other communications to either party by the other shall be in writing and deemed given when delivered personally or when deposited in the United States Post Office, first class, postage prepaid, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

To Owner: Durham County
c/o Durham Public Schools
Construction & Capital Planning
2011 Hamlin Rd.
Durham, NC 27704

To Design Consultant: **Davis Kane Architects, PA**
503 Oberlin Road, Suite 300
Raleigh NC 27605

ARTICLE 9

INSURANCE

9.1 The Design Consultant shall purchase and maintain insurance for protection from claims under workers' or workmen's compensation acts; claims resulting from negligent acts or omissions for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Design Consultant's employees or any other person; claims for damages because of injury to or destruction of personal and/or real property including loss of use resulting therefore; and claims arising out of the performance of this Agreement and caused by negligent acts or omissions for which the Design Consultant is legally liable. Minimum limits of coverage shall be:

Insurance Description	Minimum Required Coverage
a. Workers' Compensation	Statutory
b. Public Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Occurrence
c. Automobile Liability	Combined Single Limit
Bodily Injury and Property Damage	\$1,000,000.00 Each Accident
d. Professional Liability:	
Projects under \$15,000,000	\$1,000,000.00 Each Occurrence
Projects over \$15,000,000	\$2,000,000.00 Each Occurrence

9.2 Evidence of such insurance shall be furnished to the Owner, and the Owner shall receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Design Consultant shall procure substitute insurance so as to assure the Owner that the minimum limits of coverage are maintained continuously throughout the period of this Agreement.

- 9.2.1 The Design Consultant shall deliver to the Owner a Certificate of Insurance for its Professional Liability coverage annually, so long as it is required to maintain such coverage under Paragraph 9.4.
- 9.3 The Owner shall be named as additional named insured on all policies except the Professional Liability policy and the Workers' or Workmen's Compensation policy. All insurance policies, except the Professional Liability policy and the Workers' or Workmen's Compensation policy, shall contain a waiver of subrogation against the Owner.
- 9.4 The Design Consultant shall maintain in force during the performance of this contract and for six (6) years after final completion of the Project, the Professional Liability insurance coverage referenced above.
- 9.5 The Design Consultant shall require its consultants to maintain all types of insurance as mentioned in this Article Nine and shall provide to the Owner Certificates of Insurance as described in Paragraph 9.2 for all consultants. The minimum limits of coverage for all civil, structural, roofing, plumbing, mechanical and electrical consultants shall be the same as described in Paragraph 9.1. The professional liability minimum limit of coverage for consultants such as acoustic, kitchen, landscape (not to include any civil engineering, ie., grading, storm runoff calculation and design), etc., shall be \$250,000.00 aggregate.
- 9.6 The Owner shall be under no obligation to review any Certificates of Insurance provided by the Design Consultant or to check or verify the Design Consultant's compliance with any or all requirements regarding insurance imposed by the Contract Documents. The Design Consultant is fully liable for the amounts and types of insurance required herein and is not excused should any policy or Certificate of Insurance provided by the Design Consultant not comply with any or all requirements regarding insurance imposed by the Contract Documents.
- 9.7 Should the Design Consultant fail to provide and maintain in force any insurance or insurance coverage required by the contract documents or by law, or should a dispute arise between owner and any insurance company of the Design Consultant over policy coverage or Limits of Liability as required herein, the Owner shall be entitled to recover from the Design Consultant all amounts payable, as a matter of law, to Owner or any of its agents, had the required insurance or insurance coverage been in force. Said recovery shall include, but is not limited to interest for the loss of use of such amounts of money, plus all attorney's fees, costs and expenses incurred in securing such determination and any other consequential damages arising out of the failure of the Design Consultant or insurance company to comply with the provisions of the Contract Documents, or any policy required hereby, or any other requirements regarding insurance imposed by law. Nothing herein shall limit any damages for which Design Consultant is responsible as matter of law.

ARTICLE 10

INDEMNIFICATION

- 10.1 Notwithstanding anything to the contrary contained herein, the Design Consultant shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from (1) the Design Consultant's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal and/or real property including the loss of use resulting wherefrom and caused by any negligent act or omission of the Design Consultant, anyone directly or indirectly employed by the Design Consultant or anyone for whose acts the Design Consultant may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- 10.2 Notwithstanding anything to the contrary contained herein, the Owner shall indemnify and hold harmless the Design Consultant and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or

resulting from (1) the Owner's performance or failure to perform its obligations under this Agreement and (2) any claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting wherefrom and caused solely by any negligent act or omission of the Owner or any consultant hired by the Owner pursuant to paragraph 2.3 above. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- 10.3 Except as otherwise set forth in this Agreement, the Design Consultant and the Owner shall not be liable to each other for any delays in the performance of their respective obligations and responsibilities under this Agreement which arise from causes beyond their control and without their fault or negligence, including but not limited to, any of the following events or occurrences: fire, flood, earthquake, epidemic, atmospheric condition of unusual severity, war, and strikes. Owner shall not be liable to the Design Consultant for acts or failures to act by the Contractor.

ARTICLE 11

TERMINATION OF AGREEMENT

- 11.1 If: (a) the Owner abandons the Project or the Project is stopped for more than six (6) months due to actions taken by the Owner, or under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable through no act or fault of the Design Consultant or its agents or employees, or (b) the Owner has failed to substantially perform in accordance with the provisions of this Agreement due to no fault of the Design Consultant and such non-performance continues without cure for a period of thirty (30) days after the Owner receives from the Design Consultant a written notice of such non-performance (including a detailed explanation of the actions of the Owner required for cure), the Design Consultant may, upon fifteen (15) days' additional written notice to the Owner, terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, and recover from the Owner payment for all services performed to the date of the notice terminating this Agreement.
- 11.2 Upon the appointment of a receiver for the Design Consultant, or if the Design Consultant makes a general assignment for the benefit of creditors, the Owner may terminate this Agreement, without prejudice to any right or remedy otherwise available to the Owner, upon giving three (3) days written notice to the Design Consultant. If an order for relief is entered under the bankruptcy code with respect to the Design Consultant, the Owner may terminate this Agreement by giving three (3) days written notice to the Design Consultant unless the Design Consultant or the trustee: (a) promptly cures all breaches; (b) provides adequate assurances of future performance; (c) compensates the Owner for actual pecuniary loss resulting from such breaches; and (d) assumes the obligations of the Design Consultant within the statutory time limits.
- 11.3 If the Design Consultant persistently or repeatedly refuses or fails, except in cases for which an extension of time is provided, to supply sufficient properly skilled staff or proper materials, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority jurisdiction, or otherwise substantially violates or breaches any term or provision of this Agreement, then the Owner may, without prejudice to any right or remedy otherwise available to the Owner, and after giving the Design Consultant seven (7) days written notice, terminate this Agreement.
- 11.4 Upon termination of this Agreement by the Owner under Paragraph 11.2 and 11.3 the Owner shall be entitled to furnish or have furnished the Services to be performed hereunder by the Design Consultant by whatever method the Owner may deem expedient. Also, in such cases, the Design Consultant shall not be entitled to receive any further payment until completion of the Work; and the total compensation to the Design Consultant under this Agreement shall be the amount which is equitable under the circumstances. If the Owner and the Design Consultant are unable to agree on the amount to be paid under the foregoing sentence, the

Owner shall fix an amount, if any, which it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly.

- 11.5 The Owner may, upon thirty (30) days written notice to the Design Consultant, terminate this Agreement, in whole or in part, at any time for the convenience of the Owner, without prejudice to any right or remedy otherwise available to the Owner. Upon receipt of such notice, the Design Consultant shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the Owner, the Design Consultant's sole and exclusive right and remedy is to be paid for all work performed and to receive equitable adjustment for all work performed through the date of termination. The Design Consultant shall not be entitled to be paid any amount as profit for unperformed services or consideration for the termination of convenience by the Owner.
- 11.6 Should the Owner terminate this agreement as provided for under this Article, the Owner will acquire such drawings, including the ownership and use of all drawings, specifications, documents and materials relating to the Project prepared by or in the possession of the Design Consultant. The Design Consultant will turn over to the Owner in a timely manner and in good unaltered condition all original drawings, specifications, documents, materials, and computer files.

ARTICLE 12

SUCCESSORS/ASSIGNMENT

- 12.1 This Agreement shall inure to the benefit of and be binding on the heirs, successors, assigns, trustees and personal representatives of the Owner, as well as the permitted assigns and trustees of the Design Consultant.
- 12.2 The Design Consultant shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner, except that the Design Consultant may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

ARTICLE 13

OWNERSHIP OF DOCUMENTS/CONFIDENTIAL INFORMATION

- 13.1 Drawings and Specifications as instruments of service are and shall remain the joint property of the Design Consultant and the Owner whether the Project for which they are made is built or not. Said documents and design concept are not to be used by the Design Consultant on other projects. The Owner shall retain reproducible copies of Drawings and Specifications for information and reference and use in connection with the Owner's use and occupancy of the Project and for the Owner's future requirements of the Project's facilities including without limitation any alteration or expansion in any manner the Owner deems appropriate without additional compensation to the Design Consultant. The Owner shall indemnify and hold harmless the Design Consultant in connection with any use of the Drawings and Specifications without the Design Consultant's consent.
- 13.2 In order for the Design Consultant to fulfill this Agreement effectively, it may be necessary or desirable for the Owner to disclose to the Design Consultant confidential and proprietary information and trade secrets pertaining to the Owner's past, present and future activities. The Design Consultant hereby agrees to treat any and all information gained by it as a result of the Services performed hereunder as strictly confidential. The Design Consultant further agrees that it will not disclose during the period of this Agreement or thereafter to anyone outside of the authorized Project team (1) Owner's trade secrets or (2) Owner's confidential and proprietary information.

ARTICLE 14

ADDITIONAL PROVISIONS

- 14.1 The Owner and Design Consultant agree to endeavor to provide written notification and to negotiate in good faith prior to litigation concerning claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof.
- 14.2 Nothing herein contained shall be construed to require the parties to provide written notifications or engage in negotiations prior to the institution of litigation nor to submit for alternative dispute resolution by a third party or parties any such claim, dispute or other matter in question between the parties, but the parties may by mutual agreement submit any claim, dispute or other matter at issue to arbitration in accordance with the North Carolina Uniform Arbitration Act, G.S. 1-567.1, et seq. or such other alternative dispute resolution procedure as may be mutually agreed upon between the parties.
- 14.3 Whenever renderings, photographs of renderings, photographs of models, photographs, drawings, announcements, or other illustration or information of the Project are released for public information, advertisement or publicity, appropriate and proper credit for architectural and other services shall be given to the Design Consultant and Owner respectively.
- 14.4 The payment of any sums by the Owner shall not constitute a waiver of any claims for damages by the Owner for any breach of the Agreement by the Design Consultant.
- 14.5 This Agreement and its Exhibits and Attachments represent the entire and integrated agreement between the Owner and the Design Consultant and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Design Consultant.
- 14.6 This Agreement shall be governed by the laws of the State of North Carolina, U.S.A.
- 14.7 If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 14.8 Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 14.9 The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 14.10 For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.
- 14.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

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 **Davis Kane Architects, PA.** (hereinbefore called "Design Consultant") has caused these presents to be signed by its Principal and its Corporate seal to be hereunto affixed, as hereinafter attested, all as of the day and year first above written.

OWNER:

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

Endorsement:

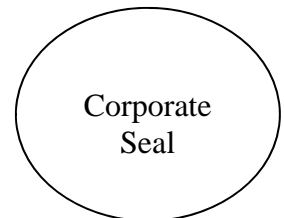
Executive Director
Durham Public Schools
Construction & Capital Planning

DESIGN CONSULTANT:

Davis Kane Architects, PA

By: _____(Seal)
Principal / Owner

Attest: _____(Seal)





One Vision. One Durham.

Date: September 5, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Riverside High School – Bids for HVAC Controls Upgrade

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for building controls upgrade at Riverside High School. The existing controls system contains obsolete components that are not serviceable.
- Bids were received on August 16, 2013 from four (4) qualified bidders. The lowest, responsive, responsible bidder is:

Johnson Controls, Inc.
Raleigh, NC

Base Bid:	\$128,328.00
No Alternates:	\$ 0.00
Total:	<u>\$128,328.00</u>

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 0% and all required affidavits were submitted by the contractor.

Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

Purpose

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

Reviewed by: **Finance** AB **Attorney** RM

BID TABULATIONS

Durham Public Schools

Riverside HS HVAC Controls Upgrade

Bid Date: Friday, August 16, 2013

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	TOTAL BID
*1	Johnson Controls	Y	18589-U	\$ 128,328.00	\$ 128,328.00
2	Schneider Electric	Y	27954/01-U	\$ 154,555.00	\$ 154,555.00
3	Engineered Control Solutions	Y	12479-U	\$ 156,800.00	\$ 156,800.00
4	Brady Services	Y	20455-U	\$ 175,000.00	\$ 175,000.00

* 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: _____

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

**NORTH CAROLINA
DURHAM COUNTY**

OWNER-CONTRACTOR AGREEMENT

Durham County
Riverside High School – HVAC Controls Upgrade

THIS AGREEMENT, is made this 26th day of September in the year of 2013 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 **Johnson Controls, Inc.**, SS/EID #39-0380010 (herein referred to as the "Contractor"), whose mailing address is **633 Hutton Street, Suite 104, Raleigh, North Carolina 27606**. 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 **Riverside High School – HVAC Controls Upgrade (DPS project 365-03, documents dated August 5, 2013)** 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

**NORTH CAROLINA
DURHAM COUNTY**

- 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.
- 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 **Springs Stoops McCullen Engineering, 3624 Shannon Road, Suite 102, Durham, NC 27707.**

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

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **One Hundred Twenty Eight Thousand Three Hundred Twenty Eight Dollars (\$128,328.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work only 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 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 **Johnson Controls, 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

**NORTH CAROLINA
DURHAM COUNTY**

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 **26th day of September, 2013.**

Johnson Controls, 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 _____, 2013.

Notary Public (SEAL/STAMP)

**NORTH CAROLINA
DURHAM COUNTY**

My commission expires: _____



One Vision. One Durham.

Date: September 5, 2013

Durham Public Schools ADMINISTRATIVE SERVICES COMMITTEE PRECIS

Agenda Item: Southern School of Energy and Sustainability – Bids for HVAC Controls Upgrade

Staff Liaison Present: Hugh Osteen
Evia Nelson

Phone # 560-3831
560-2216

Main Points:

- The reallocated 2007 Bond funds (New High School ‘A’) provide for building controls upgrade at Southern School of Energy and Sustainability. The existing controls system contains obsolete components that are not serviceable.
- Bids were received on August 16, 2013 from four (4) qualified bidders. The lowest, responsive, responsible bidder is:

Johnson Controls, Inc.
Raleigh, NC

Base Bid:	\$168,275.00
No Alternates:	\$ 0.00
Total:	<u>\$168,275.00</u>

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 0% and all required affidavits were submitted by the contractor.

Strategic Plan Alignment:

III.4 – Implement educational specifications for designing and renovating school facilities.

Purpose

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

Reviewed by: **Finance** AB **Attorney** RM

BID TABULATIONS

Durham Public Schools

Southern HS HVAC Controls Upgrade

Bid Date: Friday, August 16, 2013

Time: 3:00 PM

	GENERAL CONTRACTORS	MWBE FORM	LICENSE NUMBER	BASE BID	TOTAL BID
*1	Johnson Controls	Y	18589-U	\$ 168,275.00	\$ 168,275.00
2	Engineered Control Solutions	Y	12479-U	\$ 176,840.00	\$ 176,840.00
3	Schneider Electric	Y	27954/01-U	\$ 185,650.00	\$ 185,650.00
4	Brady Services	Y	20455-U	\$ 231,700.00	\$ 231,700.00

* 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: _____

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

OWNER-CONTRACTOR AGREEMENT

Durham County
Southern High School – HVAC Controls Upgrade

THIS AGREEMENT, is made this 26th day of September in the year of 2013 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 **Johnson Controls, Inc.**, SS/EID #39-0380010 (herein referred to as the "Contractor"), whose mailing address is **633 Hutton Street, Suite 104, Raleigh, North Carolina 27606**. 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 **Southern High School – HVAC Controls Upgrade (DPS project 368-02, documents dated August 5, 2013)** 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

**NORTH CAROLINA
DURHAM COUNTY**

- 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.
- 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 **Springs Stoops McCullen Engineering, 3624 Shannon Road, Suite 102, Durham, NC 27707.**

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

**NORTH CAROLINA
DURHAM COUNTY**

- 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 **One Hundred Sixty Eight Thousand Two Hundred Seventy Five Dollars (\$168,275.00)** herein referred to as the "Contract Sum". The Contract Sum includes the base bid work only 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 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 **Johnson Controls, 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

**NORTH CAROLINA
DURHAM COUNTY**

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 **26th day of September, 2013.**

Johnson Controls, 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 _____, 2013.

Notary Public (SEAL/STAMP)

**NORTH CAROLINA
DURHAM COUNTY**

My commission expires: _____

**Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
PRECIS**

Agenda Item: Hillside High School – Right-of-Way Dedication

Staff Liaison Present: Hugh Osteen **Phone #** 560.3831

Main Points:

- The City of Durham is working on realigning Fayetteville Street near Hillside High School.
- The City requires the acquisition of a minor portion of the Hillside property for permanent right-of-way. The right-of-way equals 1,383.06 square feet and is shown on the attached diagram. The right-of-way will be dedicated at no cost to the City.

Administration submits this right-of-way dedication for discussion and subsequent approval.

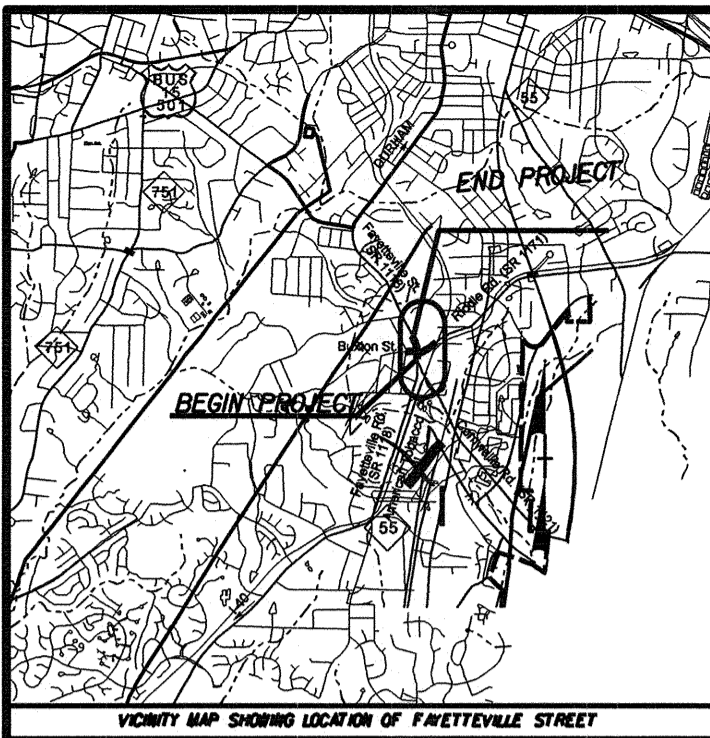
Fiscal Implications: N/A

Strategic Plan Alignment: N/A

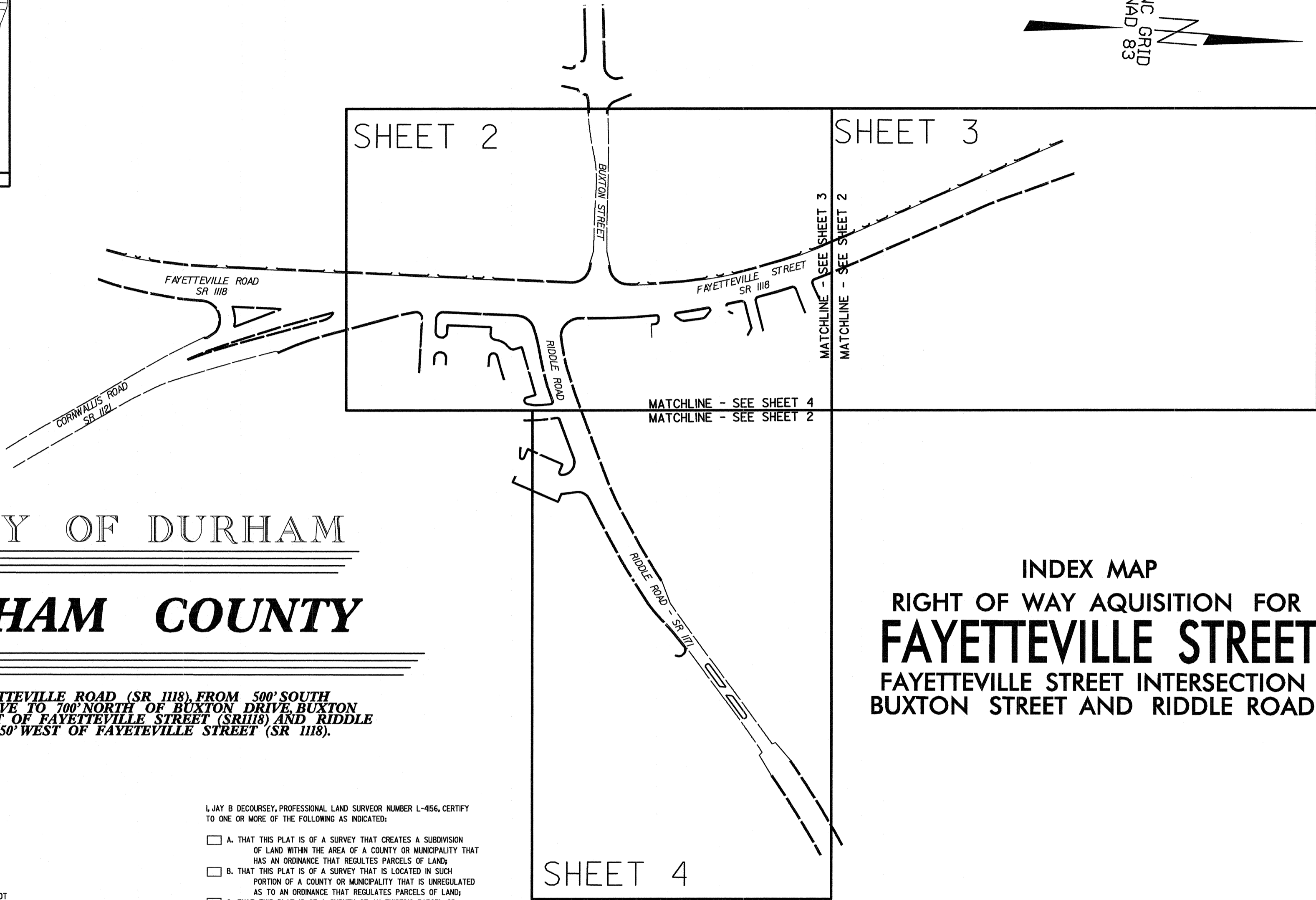
Purpose

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

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



VICINITY MAP SHOWING LOCATION OF FAYETTEVILLE STREET



CITY OF DURHAM
DURHAM COUNTY

INDEX MAP
RIGHT OF WAY AQUISITION FOR
FAYETTEVILLE STREET
FAYETTEVILLE STREET INTERSECTION
BUXTON STREET AND RIDDLE ROAD

LOCATION: FAYETTEVILLE ROAD (SR 1118), FROM 500' SOUTH OF BUXTON DRIVE TO 700' NORTH OF BUXTON DRIVE, BUXTON STREET 300' WEST OF FAYETTEVILLE STREET (SR1118) AND RIDDLE ROAD (SR 1171) 750' WEST OF FAYETEVILLE STREET (SR 1118).

THIS PLAT IS FOR DESCRIPTIVE AND REFERENCE PURPOSES ONLY. IT DOES NOT CONSTITUTE A DEDICATION OR CONVEYANCE OF RIGHTS OF WAY OR OTHER EASEMENTS. DEDICATION OR CONVEYANCE OF SUCH RIGHTS OF WAY OR OTHER EASEMENTS MAY BE DISCLOSED BY A SEARCH OF THE PUBLIC LAND RECORDS FOR DEDICATION PLATS, INSTRUMENTS OF CONVEYANCE, OR RECORD OF JUDICIAL PROCEEDINGS.

I, JAY B. DECOURSEY, PROFESSIONAL LAND SURVEYOR NUMBER L-4156, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED:

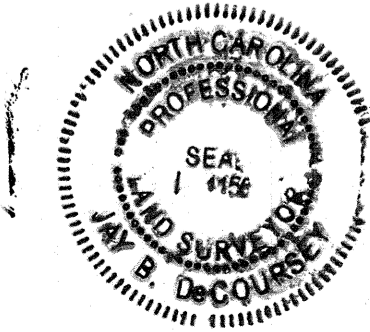
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- C. THAT THIS PLAT IS OF A SURVEY OF AN EXISTING PARCEL OR PARCELS OF LAND;
- D. THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;
- E. THAT THE INFORMATION AVAILABLE TO THIS SURVEYOR IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

Jay B. Decoursey
JAY B. DECOURSEY, PROFESSIONAL LAND SURVEYOR # L-4156

NORTH CAROLINA, DURHAM COUNTY

I, JAY B. DECOURSEY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT THE EXISTING BOUNDARY, RIGHT-OF-WAY, AND EASEMENT DATA SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS, AND PLATS REFERENCED HEREON; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4th DAY OF JUNE, 2013.

Jay B. Decoursey 6/4/2013
JAY B. DECOURSEY, NCPLS L-4156



THIS PLAT OR MAP DOES NOT REQUIRE PRELIMINARY APPROVAL AND MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DURHAM COUNTY REVIEW OFFICER

THIS PLAT NOT TO BE RECORDED AFTER _____ DAY OF _____ ONE COPY TO BE RETAINED FOR THE CITY. THIS PLAT IS IN OUT OF THE CITY LIMITS.

S1000167

LEGEND	
EX. ROW	_____
NEW ROW	_____
MON. SET (*#5 REBAR)	▲
CALCULATED POINT	×
NON-SURVEYED PROPERTY LINE	_____
PERM. SLOPE EASEMENT	PSE _____
PERM. DRAINAGE EASEMENT	PDE _____
TEMP. DRAINAGE EASEMENT	TDE _____
PERM. UTILITY EASEMENT	UE _____
TEMP. CONSTRUCTION EASEMENT	TCE _____
DRIVEWAY EASEMENT	DWE _____
REFERENCE ALIGNMENTS	-L- _____
EXISTING ESMT (AS LABELED)	UE _____ PSE _____ PDE _____
IRON PIPE FOUND	○ EIP
CONCRETE MONUMENT FOUND	□ CMF
NCGS MONUMENT FOUND	⊙
PROPOSED ALIGNMENT MONUMENT	⊙
*5 REBAR/CAP PERM. EASEMENT	◆

PROJECT NOTES	
1.	THE PURPOSE OF THIS PLAT IS TO DEPICT EASEMENT AND/OR RIGHT OF WAY REQUIRED FOR THE CONSTRUCTION OF THE FAYETTEVILLE STREET IMPROVEMENT PROJECT AND PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.
2.	EXISTING PROPERTY LINES NOT DEFINED BY BOUNDARY SURVEY, THE EXISTING BOUNDARY, RIGHT OF WAY, AND EASEMENT INFORMATION WAS COMPILED USING DEED AND PLAT REFERENCES SHOWN HEREON AND EXISTING PROPERTY MONUMENTS FOUND IN THE FIELD. PROPOSED EASEMENT AND RIGHT OF WAY DATA ARE COMBINED WITH EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS SHOWN HEREON.
3.	LOT IMPROVEMENTS SUCH AS BUILDINGS, STREETS AND OTHER MAN MADE FEATURES NOT SHOWN.
4.	THE LOCALIZED COORDINATE SYSTEM USED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY N.C.S. FOR MONUMENT 'MONROE' WITH NAD 83/86 STATE PLANE GRID COORDINATES OF NORTHING: 804137.491(+/-) EASTING 2026227.151(+/-). THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 0.99993714. THE N.C. LAMBERT GRID BEARING AND LOCALIZED HORIZONTAL DISTANCE FROM 'MONROE' TO 'L- STA. 20+00 IS SOUTH 31 DEG 8 MIN 22 SEC EAST, 4,366.22 FEET.
5.	ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
6.	THE COORDINATE COMPUTATION METHOD WAS USED FOR AREA CALCULATIONS SHOWN HEREON.
7.	SURVEY PERFORMED WITHOUT BENEFIT OF TITLE SEARCH.
8.	ALL NEW CORNERS SET PRIOR TO RECORDATION.
9.	THIS SITE IS NOT IN A FEMA FLOOD HAZARD ZONE: AE PER PANEL NUMBER 3720082000K, EFFECTIVE DATE AUGUST 2, 2007.
10.	THERE ARE LOCATIONS SUBJECT TO THE THIRD FORK CREEK WATERSHED OVERLAY PROTECTION DISTRICT.

MA Engineering
CONSULTANTS, INC.
598 East Chatham Street
Cary, NC 27511
Phone: 919.297.0220
Fax: 919.297.0221

PLANS PREPARED FOR
CITY OF DURHAM BY:

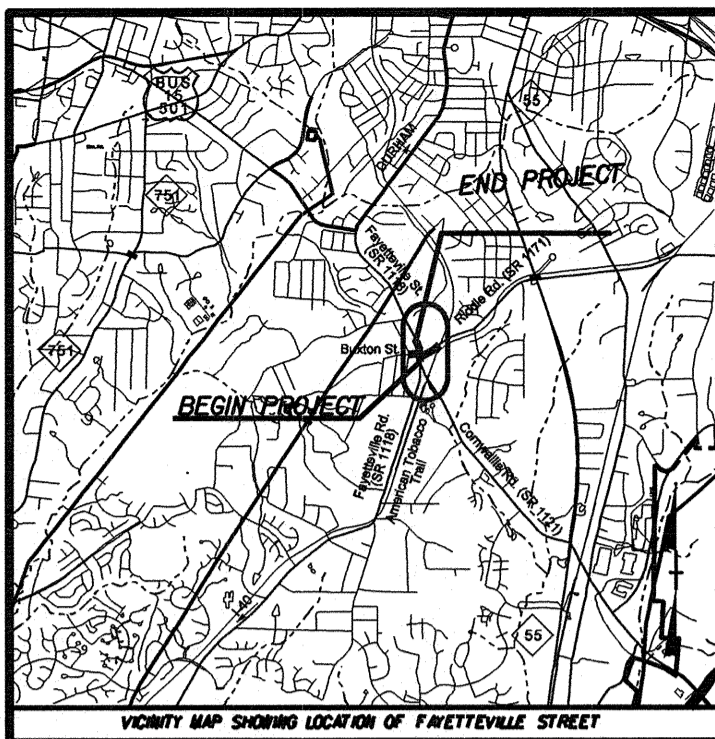
RIGHT OF WAY ACQUISITION FOR
FAYETTEVILLE STREET
FAYETTEVILLE STREET INTERSECTION
WITH BUXTON STREET AND RIDDLE ROAD
DURHAM TOWNSHIP | DURHAM COUNTY | NORTH CAROLINA
DATE OF SURVEY: 07-MAR-08 | SURVEYED BY: MA
LOCATE EXISTING PROPERTY: DEC 07 - MAR. 2008

DATE OF MAP: 04-15-2011
DRAWN BY: RDE
CHECKED BY: JBD

REVISIONS	
NO.	DATE
1	08-26-2010
2	09-16-2010
3	11-16-2011

SCALE: NOT TO SCALE
MAEC PROJ. NO. 0744.019

SHEET NO.
1 OF 4



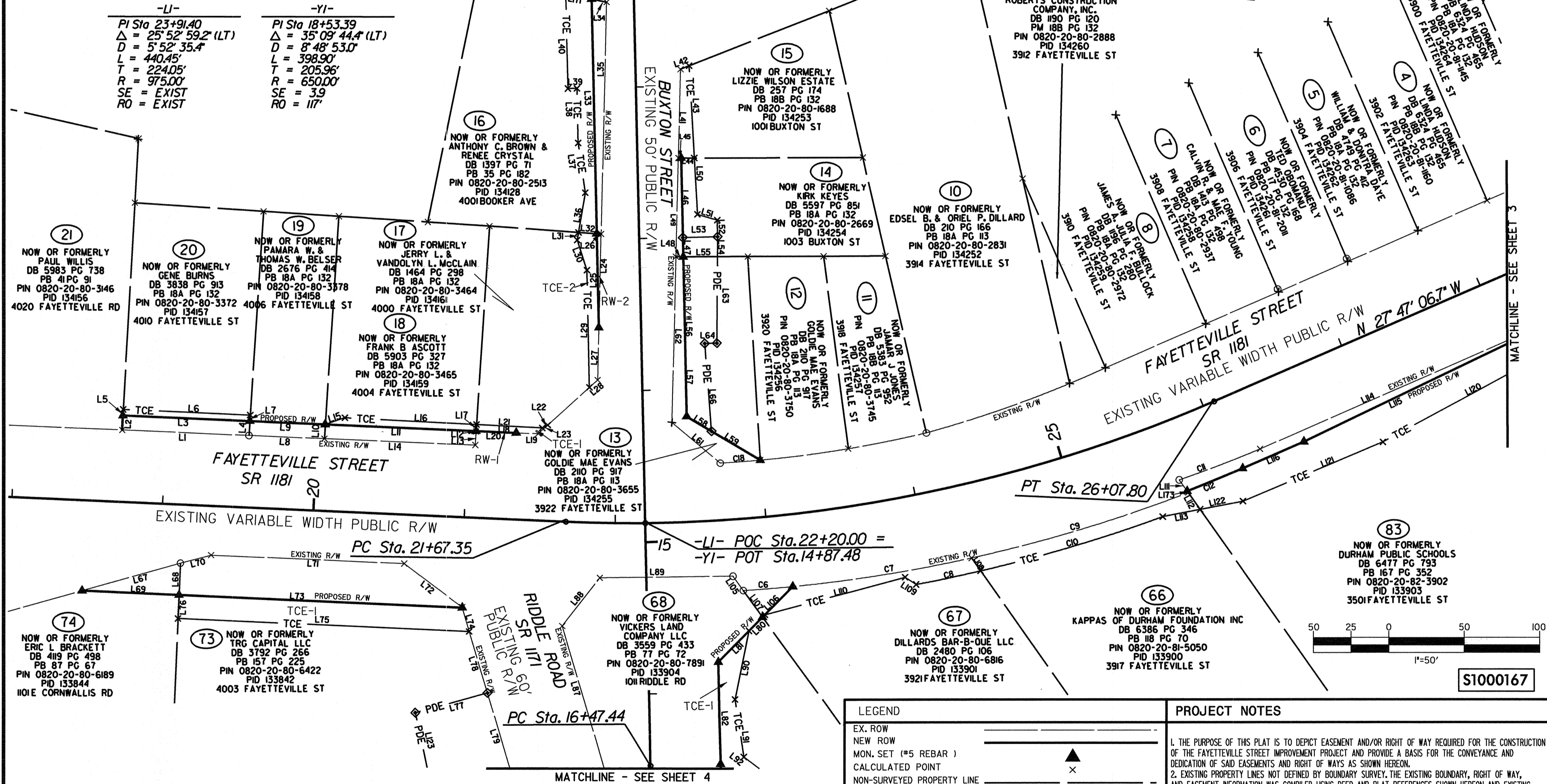
LOT	OWNER	R/W	TCE	PDE	COMBINED
66	KAPPAS OF DURHAM FND.		1,427.90		
67	DILLARDS BAR-B-QUE LLC	301.98	1,196.43		
68	VICKERS LAND COMPANY LLC	25,437.29	14,446.10	15,602.83	
73	TRG CAPITAL LLC	4,498.00	(1) 2,951.15 (2) 1,223.82	275.38	
74	ERIC L. BRACKETT	673.68			
83	COUNTY OF DURHAM	1,383.06	6,758.94		

TOTAL NEW RIGHT OF WAY THIS SHEET: 0.553 AC (ABOVE AREAS IN 'SQUARE FEET')

LOT	OWNER	R/W	TCE	PDE	COMBINED
13	GOLDIE MAE EVANS	1,409.32		2,011.39	
14	KIRK KEYS	217.51	668.23	292.57	
15	LIZZIE WILSON ESTATE		487.99		
16	ANTHONY C & RENEE CRYSTAL BROWN	983.34		1,976.86	
17	JERRY L. & VANDOLYN L. McCLIAN	(1) 3.69 (2) 88.03	(1) 179.56 (2) 748.16		
18	FRANK B. ASCOTT	932.62		439.31	
19	PAMARA W. & THOMAS W. BELSER	473.44			
20	GENE BURNS	802.11	336.50		

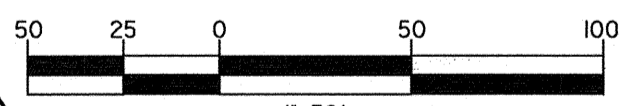
***NOTE**
SEE SHEET 3 FOR LINE AND CURVE TABLES

-YI- POT Sta. 11+34.33
BEGIN PROJECT
BEGIN CONSTRUCTION



-LI-
PI Sta 23+91.40
Δ = 25° 52' 59.2" (LT)
D = 5' 52' 35.4"
L = 440.45'
T = 224.05'
R = 975.00'
SE = EXIST
RO = EXIST

-YI-
PI Sta 18+53.39
Δ = 35° 09' 44.4" (LT)
D = 8' 48' 53.0"
L = 398.90'
T = 205.96'
R = 650.00'
SE = 3.9
RO = 117'



NORTH CAROLINA, DURHAM COUNTY

I, JAY B. DECORSEY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT THE EXISTING BOUNDARY, RIGHT-OF-WAY, AND EASEMENT DATA SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS, AND PLATS REFERENCED HEREON; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4th DAY OF JUNE, 2013.

Jay B. Decoursey 6/14/2013
JAY B. DECORSEY NCPLS L-4166

LEGEND

EX. ROW	---
NEW ROW	---
MON. SET (#5 REBAR)	▲
CALCULATED POINT	×
NON-SURVEYED PROPERTY LINE	---
PERM. SLOPE EASEMENT	PSE
PERM. DRAINAGE EASEMENT	PDE
TEMP. DRAINAGE EASEMENT	TDE
PERM. UTILITY EASEMENT	UE
TEMP. CONSTRUCTION EASEMENT	TCE
DRIVEWAY EASEMENT	DWE
REFERENCE ALIGNMENTS	-L-
EXISTING ESMT (AS LABELED)	UE PSE PDE
IRON PIPE FOUND	○ EIP
CONCRETE MONUMENT FOUND	□ CMF
NCGS MONUMENT FOUND	⊙
PROPOSED ALIGNMENT MONUMENT	⊙
#5 REBAR/CAP PERM. EASEMENT	◆

PROJECT NOTES

- THE PURPOSE OF THIS PLAT IS TO DEPICT EASEMENT AND/OR RIGHT OF WAY FOR THE CONSTRUCTION OF THE FAYETTEVILLE STREET IMPROVEMENT PROJECT AND PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.
- EXISTING PROPERTY LINES NOT DEFINED BY BOUNDARY SURVEY, THE EXISTING BOUNDARY, RIGHT OF WAY, AND EASEMENT INFORMATION WAS COMPILED USING DEED AND PLAT REFERENCES SHOWN HEREON AND EXISTING PROPERTY MONUMENTS FOUND IN THE FIELD. PROPOSED EASEMENT AND RIGHT OF WAY DATA ARE COMPILED WITH EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS SHOWN HEREON.
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MA Engineering CONSULTANTS, INC.
598 East Chatham Street, Suite 137, Cary, NC 27511
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PLANS PREPARED FOR CITY OF DURHAM BY:

RIGHT OF WAY ACQUISITION FOR FAYETTEVILLE STREET WITH BUXTON STREET INTERSECTION AND RIDDLE ROAD
DURHAM TOWNSHIP | DURHAM COUNTY | NORTH CAROLINA
DATE OF SURVEY: DEC 07-MAR 08 | SURVEYED BY: MA
LOCATE EXISTING PROPERTY: DEC 07 - MAR. 2008

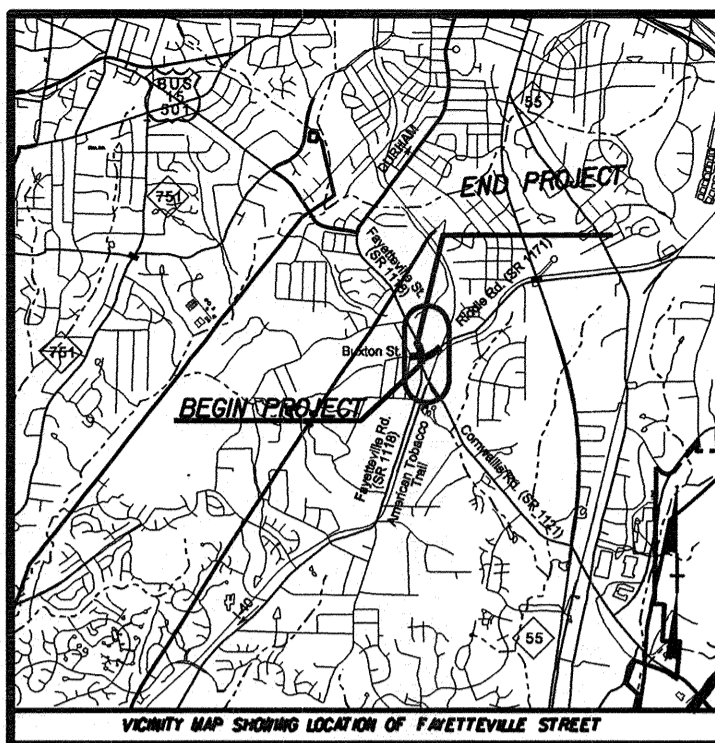
DATE OF MAP: 04-15-2011
DRAWN BY: RDE
CHECKED BY: JBD

REVISIONS	
NO.	DATE
1	08-26-2010
2	09-16-2010
3	11-16-2011

SCALE 1" = 50'

MAEC PROJ. NO. 0744.019

SHEET NO. 2 OF 4



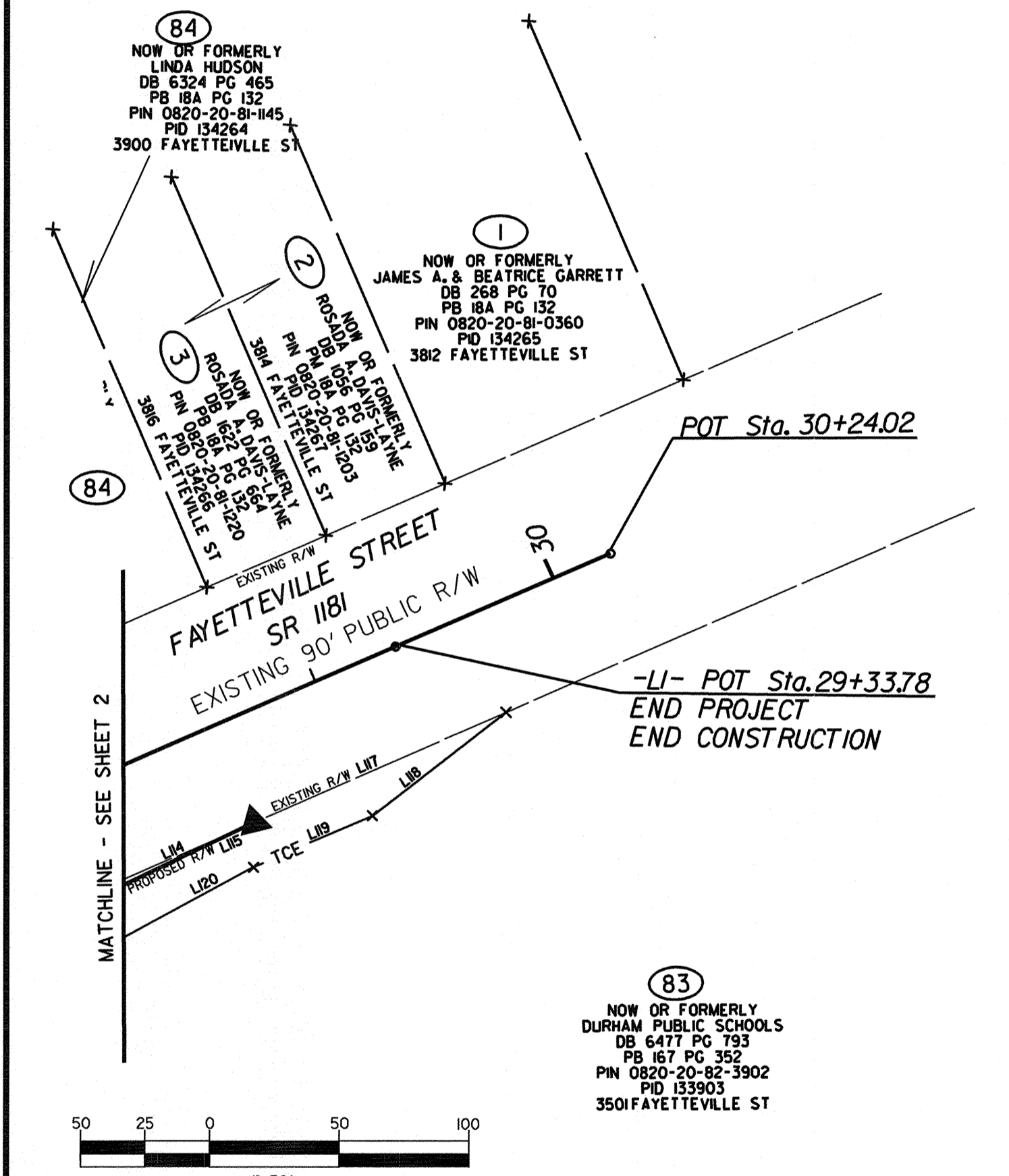
LINE	BEARING	DISTANCE
L1	S01°56'23"E	84.02'
L2	S88°45'39"W	9.57'
L3	N01°54'08"W	84.11'
L4	N89°11'20"E	9.52'
L5	S88°45'39"W	4.00'
L6	N01°54'08"W	84.44'
L7	N89°11'20"E	4.00'
L8	S02°00'40"E	50.01'
L9	N01°54'08"W	50.01'
L10	N89°11'20"E	9.42'
L11	N01°54'08"W	100.02'
L12	N89°11'20"E	0.28'
L13	N89°11'19"E	9.23'
L14	S02°00'40"E	100.03'
L15	N23°16'20"W	137.2'
L16	N01°27'53"W	87.34'
L17	N89°24'14"E	4.33'
L18	N01°54'08"W	26.53'
L19	S02°30'08"E	146.4'
L20	S02°30'08"E	26.54'
L21	N01°27'53"W	43.67'
L22	N32°49'26"W	3.56'
L23	S46°25'44"E	8.39'
L24	N86°55'32"E	61.70'
L25	S84°11'00"W	69.90'
L26	N00°23'02"W	2.86'
L27	N86°55'32"E	34.46'
L28	S46°25'44"E	7.14'
L29	S84°11'00"W	77.12'
L30	S67°35'03"W	20.88'
L31	N84°45'45"W	5.08'
L32	N00°23'02"W	12.09'
L33	N84°11'00"E	154.75'
L34	N07°17'58"E	10.15'
L35	N86°55'32"E	152.87'
L36	N84°45'45"W	26.50'
L37	S77°22'20"W	33.24'
L38	S84°11'00"W	36.00'
L39	S05°43'00"E	6.00'
L40	S84°11'00"W	62.52'
L41	S86°55'32"W	58.67'
L42	N25°42'14"W	6.14'
L43	N82°18'54"E	60.96'
L44	S04°31'14"E	87.2'
L45	S04°31'14"E	1.85'
L46	N84°11'00"E	52.41'
L47	N84°11'00"E	12.59'
L48	S04°31'14"E	4.85'
L49	S86°55'32"W	65.00'
L50	N82°18'54"E	37.25'
L51	N12°31'02"E	13.60'
L52	N84°11'00"E	11.00'

LINE	BEARING	DISTANCE
L53	S05°43'00"E	23.00'
L54	N85°55'12"E	13.06'
L55	S04°31'14"E	22.63'
L56	N84°11'00"E	57.41'
L57	N84°11'00"E	48.00'
L58	N26°00'33"E	18.96'
L59	N26°00'33"E	37.59'
L61	S35°35'38"W	41.72'
L62	S86°55'34"W	109.22'
L63	N85°55'12"E	56.96'
L64	S05°43'00"E	8.00'
L65	S05°43'00"E	13.00'
L66	N87°11'55"E	58.08'
L68	N87°59'27"E	20.95'
L69	S01°54'08"E	64.33'
L70	N18°48'20"W	21.00'
L71	N01°58'13"W	127.98'
L72	N32°18'26"E	47.86'
L73	S01°59'36"E	187.61'
L74	N68°54'37"E	167.3'
L75	S01°54'08"E	193.08'
L76	S87°59'27"W	15.50'
L77	S19°44'30"E	49.52'
L78	N68°54'37"E	42.33'
L79	N68°54'37"E	84.93'
L80	S49°40'29"E	12.69'
L81	S49°40'29"E	28.81'
L82	N84°11'00"E	67.44'
L83	N12°17'20"W	18.99'
L84	N49°07'16"E	31.28'
L85	S22°29'05"W	15.19'
L86	S49°18'05"W	65.50'
L87	S68°54'37"W	113.49'
L88	N56°16'37"W	40.26'
L89	N05°06'39"W	88.28'
L90	S82°53'45"E	46.15'
L91	N76°47'51"E	38.33'
L92	N32°47'48"E	60.07'
L93	N75°04'30"E	81.57'
L94	S68°33'08"E	18.65'
L95	N76°04'11"E	45.86'
L96	N52°57'27"E	25.412'
L97	N66°21'45"E	30.36'
L98	N32°15'46"E	34.48'
L99	N54°48'56"E	102.50'
L100	S63°46'55"E	9.92'
L101	S54°51'03"E	48.05'
L102	N62°36'30"E	29.52'
L103	N22°29'05"E	13.89'
L104	N22°29'05"E	141.30'
L105	N49°25'28"E	11.67'
L106	S49°40'29"E	28.41'
L107	S49°25'27"W	21.74'

LINE	BEARING	DISTANCE
L108	N50°10'22"E	10.38'
L109	S28°37'08"W	87.2'
L110	S19°14'17"E	96.09'
L111	S50°10'22"W	9.07'
L112	S50°10'22"W	13.60'
L113	S15°13'12"E	25.16'
L114	N27°59'44"W	233.74'
L115	S29°59'58"E	205.20'
L116	S27°47'07"E	44.20'
L117	N27°58'47"W	106.88'
L118	S42°01'06"E	63.92'
L119	S27°47'07"E	50.00'
L120	S32°44'18"E	150.58'
L121	S27°11'47"E	100.55'
L122	S15°13'12"E	29.00'
L123	N7°31'24"E	67.39'
L124	N01°58'16"W	19.58'
L125	N12°17'20"W	12.10'
L126	N24°23'14"E	4.88'
L127	N01°58'16"W	21.88'
L128	N7°31'24"E	3.52'
L129	S55°50'27"W	118.06'
L130	S20°29'21"W	11.06'
L131	N74°26'13"W	97.2'
L132	S59°28'48"W	45.55'
L133	S87°56'51"W	35.09'
L134	S78°07'59"W	29.71'
L135	N64°30'54"W	20.46'
L136	S66°16'28"W	55.43'
L137	S07°34'12"W	55.16'
L138	N50°37'54"E	208.56'
L139	S27°58'53"W	123.05'
L140	S27°58'53"W	12.66'
L141	S52°51'44"W	73.20'
L142	N85°30'17"W	23.57'
L143	N57°22'25"W	39.99'
L144	S55°50'27"W	2.83'
L145	N01°58'16"W	16.28'
L146	N50°37'54"E	4.69'
L147	S22°10'37"W	44.16'
L148	S22°10'37"W	44.87'
L149	S22°10'37"W	40.42'
L150	S49°07'16"W	41.9'
L151	S37°50'18"E	7.35'
L152	S30°12'40"W	41.52'
L153	S47°15'58"W	83.75'
L154	S40°52'44"E	18.00'
L155	S39°06'47"W	34.52'
L156	S40°52'44"E	26.65'
L157	S28°59'25"E	38.83'
L158	S45°32'44"W	32.06'
L159	N40°52'44"W	32.00'
L160	N40°52'44"W	14.32'

LINE	BEARING	DISTANCE
L161	S38°04'49"W	41.77'
L162	S46°31'10"W	44.06'
L163	S52°51'44"W	3.48'
L164	S49°00'11"W	223.97'
L165	S09°28'06"E	38.50'
L166	S7°04'23"W	90.89'
L167	S7°50'53"W	58.92'
L168	S67°32'09"W	73.57'
L169	N32°12'37"W	12.00'
L170	S57°04'49"W	104.38'
L171	N07°17'58"E	17.45'
L172	N40°52'44"W	43.50'
L173	S50°10'22"W	118'
L174	N24°23'14"E	29.89'
L175	N49°07'16"E	17.66'

LINE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	DELTA
C1	603.50'	39.52'	N82°24'27"E	39.51'	3°49'06"
C2	603.50'	116.99'	N74°58'42"E	116.80'	17°06'24"
C3	604.73'	94.53'	N72°17'47"W	94.44'	08°57'24"
C4	615.50'	123.42'	N54°51'57"W	123.22'	11°29'21"
C5	1111.98'	353.04'	N58°55'45"E	351.56'	18°11'28"
C6	1001.14'	32.93'	N08°59'29"W	32.93'	01°53'05"
C7	1001.14'	180.00'	N13°22'04"W	119.93'	06°52'04"
C8	1033.00'	43.62'	S18°11'44"E	43.61'	02°25'09"
C9	1001.14'	149.97'	N27°05'35"W	149.83'	08°34'58"
C10	1033.00'	125.90'	S20°53'48"E	125.82'	06°58'59"
C11	994.77'	57.19'	N25°14'33"W	57.19'	03°17'39"
C12	1023.00'	397.4'	S26°40'20"E	397.4'	02°13'33"
C13	1171.98'	141.5'	N67°44'43"E	141.5'	00°41'30"
C14	1171.98'	308.56'	N59°51'29"E	307.67'	15°05'08"
C15	1450.00'	42.48'	N45°32'18"E	42.48'	01°40'43"
C16	1450.00'	118.04'	N48°42'36"E	118.01'	04°39'52"
C17	1509.91'	40.51'	N50°29'58"E	40.51'	01°32'14"
C18	788.32'	26.67'	S08°35'54"E	26.67'	01°56'18"



LOT	OWNER	R/W	PDE	TCE	TDE	COMBINED
83	COUNTY OF DURHAM			SEE SHEET 2 FOR AREAS		

TOTAL NEW RIGHT OF WAY THIS SHEET: 0.001 AC



NORTH CAROLINA, DURHAM COUNTY

I, JAY B DECORSEY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT THE EXISTING BOUNDARY, RIGHT-OF-WAY, AND EASEMENT DATA SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS, AND PLATS REFERENCED HEREON; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITH MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4th DAY OF JUNE, 2013.

Jay B. Decoursey 6/4/2013
 JAY B DECORSEY NCPLS L-4156

L07 N19°56'56"W 62.61'

LEGEND	
EX. ROW	---
NEW ROW	---
MON. SET (#5 REBAR)	▲
CALCULATED POINT	×
NON-SURVEYED PROPERTY LINE	---
PERM. SLOPE EASEMENT	PSE
PERM. DRAINAGE EASEMENT	PDE
TEMP. DRAINAGE EASEMENT	TDE
PERM. UTILITY EASEMENT	UE
TEMP. CONSTRUCTION EASEMENT	TCE
DRIVEWAY EASEMENT	DCE
REFERENCE ALIGNMENTS	-L-
EXISTING ESMT (AS LABELED)	UE PSE PDE
IRON PIPE FOUND	⊙ EIP
CONCRETE MONUMENT FOUND	□ CMF
NCGS MONUMENT FOUND	⊙
PROPOSED ALIGNMENT MONUMENT	⊙
#5 REBAR/CAP PERM. EASEMENT	◆

PROJECT NOTES

- THE PURPOSE OF THIS PLAT IS TO DEPICT EASEMENT AND/OR RIGHT OF WAY REQUIRED FOR THE CONSTRUCTION OF THE FAYETTEVILLE STREET IMPROVEMENT PROJECT AND PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.
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- THIS SITE IS NOT IN A FEMA FLOOD HAZARD ZONE AE PER PANEL NUMBER 3720082000K, EFFECTIVE DATE AUGUST 2, 2007.
- THERE ARE LOCATIONS SUBJECT TO THE THIRD FORK CREEK WATERSHED OVERLAY PROTECTION DISTRICT.

DATE OF MAP: 04-15-2011

DRAWN BY: RDE

CHECKED BY: JBD

REVISIONS

NO.	DATE
1	08-26-2010
2	09-16-2010
3	11-16-2011

SCALE 1" = 50'

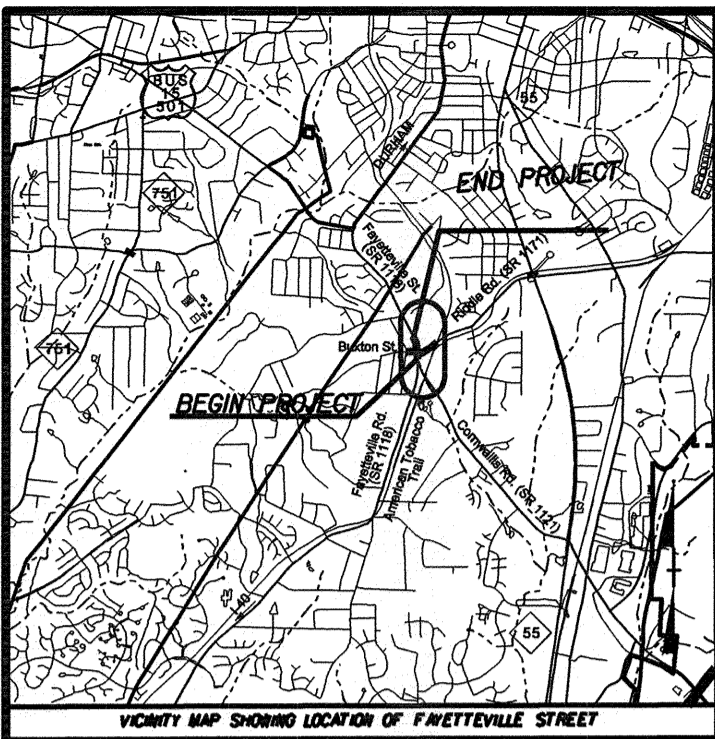
MAEC PROJ. NO. 0744.019

SHEET NO. 3 OF 4

RIGHT OF WAY ACQUISITION FOR
FAYETTEVILLE STREET
 FAYETTEVILLE STREET INTERSECTION
 WITH BUXTON STREET AND RIDDLE ROAD
 DURHAM TOWNSHIP | DURHAM COUNTY | NORTH CAROLINA
 DATE OF SURVEY: DEC 07-MAR 08 | SURVEYED BY: MA
 LOCATE EXISTING PROPERTY: DEC 07 - MAR 2008

PLANS PREPARED FOR:
CITY OF DURHAM BY:

MA Engineering
 CONSULTANTS, INC
 Suite 137
 598 East Chatham Street
 Cary, NC 27511
 Phone: 919.297.0221
 Fax: 919.297.0221



(67)
NOW OR FORMERLY
DILLARDS BAR-B-OUE LLC
DB 2480 PG 106
PIN 0820-20-80-6816
PID 133901
3921 FAYETTEVILLE ST

(83)
NOW OR FORMERLY
COUNTY OF DURHAM
DB 5930 PG 807
PB 167 PG 352
PIN 0820-20-82-3902
PID 133903
3501 FAYETTEVILLE ST

(68)
NOW OR FORMERLY
VICKERS LAND COMPANY LLC
DB 3559 PG 433
PB 77 PG 72
PIN 0820-20-80-7891
PID 133904
1011 RIDDLE RD

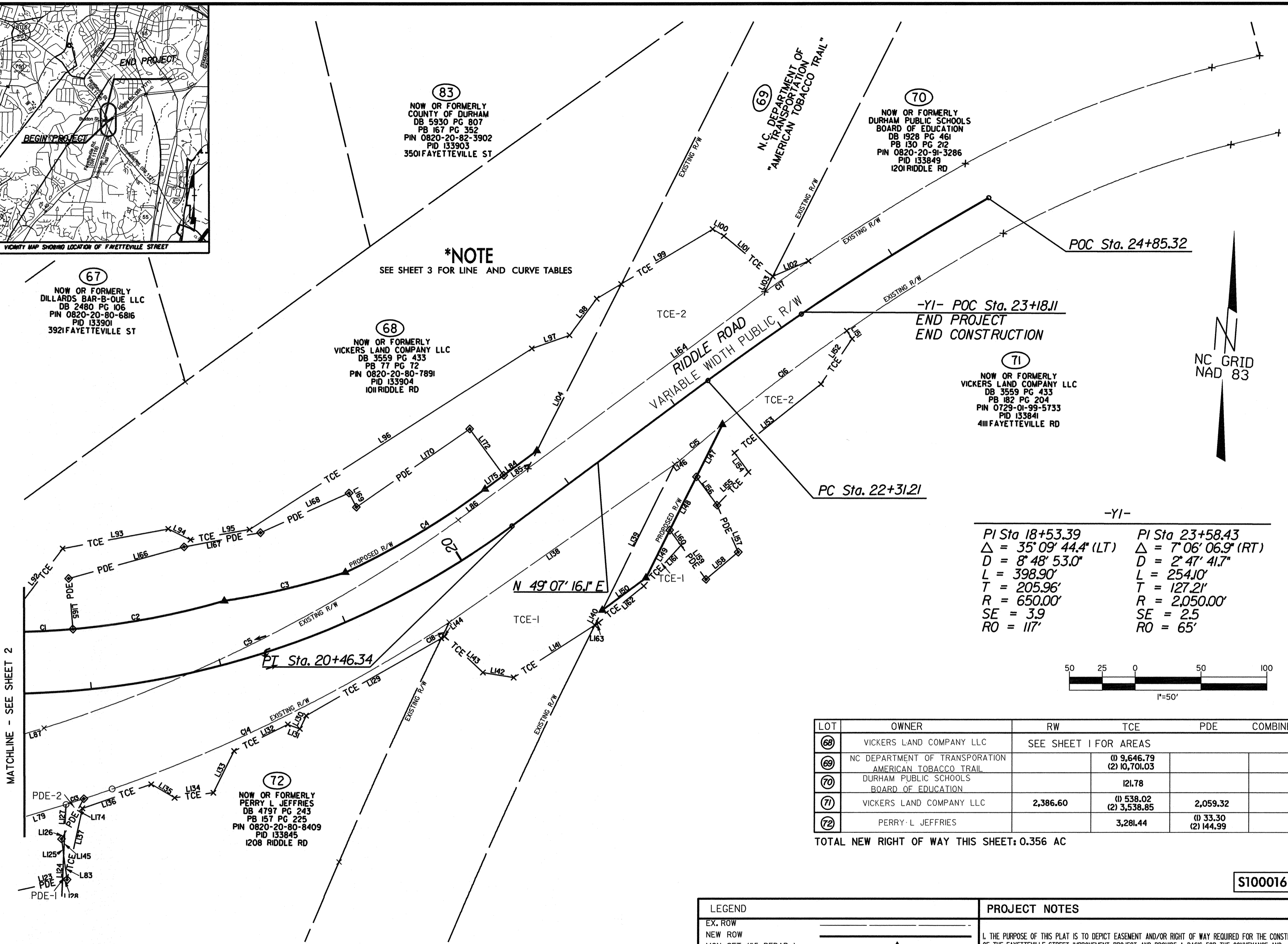
(70)
NOW OR FORMERLY
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
DB 1928 PG 461
PB 130 PG 212
PIN 0820-20-91-3286
PID 133849
1201 RIDDLE RD

(71)
NOW OR FORMERLY
VICKERS LAND COMPANY LLC
DB 3559 PG 433
PB 182 PG 204
PIN 0729-01-99-5733
PID 133841
4111 FAYETTEVILLE RD

(72)
NOW OR FORMERLY
PERRY L JEFFRIES
DB 4797 PG 243
PB 157 PG 225
PIN 0820-20-80-8409
PID 133845
1208 RIDDLE RD

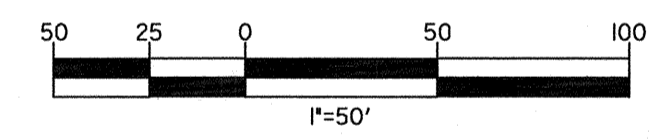
***NOTE**
SEE SHEET 3 FOR LINE AND CURVE TABLES

MATCHLINE - SEE SHEET 2



-YI-

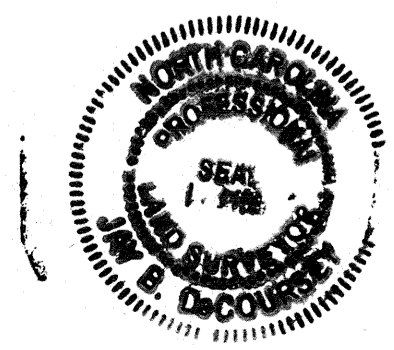
PI Sta 18+53.39	PI Sta 23+58.43
$\Delta = 35^{\circ} 09' 44.4''$ (LT)	$\Delta = 7^{\circ} 06' 06.9''$ (RT)
$D = 8' 48' 53.0''$	$D = 2' 47' 41.7''$
$L = 398.90'$	$L = 254.10'$
$T = 205.96'$	$T = 127.21'$
$R = 650.00'$	$R = 2,050.00'$
$SE = 3.9$	$SE = 2.5$
$RO = 117'$	$RO = 65'$



LOT	OWNER	RW	TCE	PDE	COMBINED
(68)	VICKERS LAND COMPANY LLC	SEE SHEET 1 FOR AREAS			
(69)	NC DEPARTMENT OF TRANSPORTATION AMERICAN TOBACCO TRAIL		(1) 9,646.79 (2) 10,701.03		
(70)	DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION		121.78		
(71)	VICKERS LAND COMPANY LLC	2,386.60	(1) 538.02 (2) 3,538.85	2,059.32	
(72)	PERRY L JEFFRIES		3,281.44	(1) 33.30 (2) 144.99	

TOTAL NEW RIGHT OF WAY THIS SHEET: 0.356 AC

S1000167



NORTH CAROLINA, DURHAM COUNTY

I, JAY B DECORSEY, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION; THAT THE EXISTING BOUNDARY, RIGHT-OF-WAY, AND EASEMENT DATA SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION, AND THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS, AND PLATS REFERENCED HEREON; THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1:20,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 4TH DAY OF JUNE, 2013.

Jay B. Decoursey 6/4/2013
JAY B DECORSEY NCPLS L-4156

LEGEND

EX. ROW	---
NEW ROW	---
MON. SET (*#5 REBAR)	▲
CALCULATED POINT	×
NON-SURVEYED PROPERTY LINE	---
PERM. SLOPE EASEMENT	PSE
PERM. DRAINAGE EASEMENT	PDE
TEMP. DRAINAGE EASEMENT	TDE
PERM. UTILITY EASEMENT	UE
TEMP. CONSTRUCTION EASEMENT	TCE
DRIVEWAY EASEMENT	DWE
REFERENCE ALIGNMENTS	-L-
EXISTING ESMT (AS LABELED)	UE PSE PDE
IRON PIPE FOUND	○ EIP
CONCRETE MONUMENT FOUND	□ CMF
NCGS MONUMENT FOUND	⊙
PROPOSED ALIGNMENT MONUMENT	○
*#5 REBAR/CAP PERM. EASEMENT	◆

PROJECT NOTES

- THE PURPOSE OF THIS PLAT IS TO DEPICT EASEMENT AND/OR RIGHT OF WAY REQUIRED FOR THE CONSTRUCTION OF THE FAYETTEVILLE STREET IMPROVEMENT PROJECT AND PROVIDE A BASIS FOR THE CONVEYANCE AND DEDICATION OF SAID EASEMENTS AND RIGHT OF WAYS AS SHOWN HEREON.
- EXISTING PROPERTY LINES NOT DEFINED BY BOUNDARY SURVEY, THE EXISTING BOUNDARY, RIGHT OF WAY, AND EASEMENT INFORMATION WAS COMPILED USING DEED AND PLAT REFERENCES SHOWN HEREON AND EXISTING PROPERTY MONUMENTS FOUND IN THE FIELD. PROPOSED EASEMENT AND RIGHT OF WAY DATA ARE COMBINED WITH EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS SHOWN HEREON.
- LOT IMPROVEMENTS SUCH AS BUILDINGS, STREETS AND OTHER MAN MADE FEATURES NOT SHOWN.
- THE LOCALIZED COORDINATE SYSTEM USED FOR THIS PROJECT IS BASED ON THE STATE PLANE COORDINATES ESTABLISHED BY N.G.S. FOR MONUMENT "MONROE" WITH NAD 83/86 STATE PLANE GRID COORDINATES OF NORTHING: 80437.49(F+1) EASTING 202627.15(F+1). THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GROUND TO GRID) IS 0.99993714. THE N.C. LAMBERT GRID BEARING AND LOCALIZED HORIZONTAL DISTANCE FROM "MONROE" TO -L- STA. 20+00 IS SOUTH 31 DEG 8 MIN 22 SEC EAST, 4,366.22 FEET.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- THE COORDINATE COMPUTATION METHOD WAS USED FOR AREA CALCULATIONS SHOWN HEREON.
- SURVEY PERFORMED WITHOUT BENEFIT OF TITLE SEARCH.
- ALL NEW CORNERS SET PRIOR TO RECORDATION.
- THIS SITE IS NOT IN A FEMA FLOOD HAZARD ZONE AS PER PANEL NUMBER 3720082000K, EFFECTIVE DATE AUGUST 2, 2007.
- THERE ARE LOCATIONS SUBJECT TO THE THIRD FORK CREEK WATERSHED OVERLAY PROTECTION DISTRICT.

MA Engineering CONSULTANTS, INC.
598 East Chatham Street Suite 137 Cary, NC 27511
Phone: 919.297.0220 Fax: 919.297.0221

PLANS PREPARED FOR BY:
CITY OF DURHAM

RIGHT OF WAY ACQUISITION FOR
FAYETTEVILLE STREET
FAYETTEVILLE STREET INTERSECTION
WITH BUXTON STREET AND RIDDLE ROAD
DURHAM TOWNSHIP | DURHAM COUNTY | NORTH CAROLINA
DATE OF SURVEY: DEC-07-MAR-08 | SURVEYED BY: MA
LOCATE EXISTING PROPERTY: DEC-07 - MAR-2008

DATE OF MAP: 04-15-2011
DRAWN BY: RDE
CHECKED BY: JBD

REVISIONS

NO.	DATE
1	08-26-2010
2	09-16-2010
3	11-16-2011

SCALE 1" = 50'

MAEC PROJ. NO. 0744,019

SHEET NO. **4 OF 4**

**Durham Public Schools
ADMINISTRATIVE SERVICES COMMITTEE
PRECIS**

Agenda Item: Renaming Staff Development Center

Staff Liaison Present:	Hugh Osteen	Phone #	560.3831
	Jim Key		560.2597

Main Points:

- With the change of the former Chewning Middle School to the School for Creative Studies, the administration has sought ways to extend the reorganization of the Chewning name.
- It has been recommended to add the Chewning name to the Staff Development Center.

Administration submits the name of “The Chewning Staff Development Center” for discussion and subsequent approval.

Fiscal Implications: N/A

Strategic Plan Alignment: N/A

Purpose

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

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

DURHAM PUBLIC SCHOOLS
BUDGET RESOLUTION - Amendment #3
FY 2012-13

BE IT RESOLVED by the Board of Education of Durham Public Schools administrative unit:

Section 1 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Local Current Expense Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

	<u>Current Budget</u>	<u>Amended Budget</u>
Instructional Program	\$53,426,121	\$62,500,953
Support Services	\$49,132,826	\$38,957,585
Community Services	\$1,243,601	\$1,176,844
Non-programmed Charges	<u>\$13,079,284</u>	<u>\$14,246,450</u>
Total Local Current Expense Fund Appropriation	<u>\$116,881,832</u>	<u>\$116,881,832</u>

Section 2 - The following revenues are estimated to be available to the Local Current Expense Fund for fiscal year beginning July 1, 2012 and ending June 30, 2013:

Other Local Sources	\$1,500,000	\$1,500,000
County Appropriation	\$108,736,952	\$108,736,952
County Appropriation - 1/4 Cent Sales tax	<u>\$6,644,880</u>	<u>\$6,644,880</u>
Total Local Current Expense Fund Revenue	<u>\$116,881,832</u>	<u>\$116,881,832</u>

Section 3 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Local Special Expense Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Instructional Program	\$8,144,136	\$2,669,939
Support Services	<u>\$1,808,255</u>	<u>\$9,153,139</u>
Total Local Special Expense Fund Appropriation	<u>\$9,952,391</u>	<u>\$11,823,078</u>

Section 4 - The following revenues are estimated to be available to the Local Special Expense Fund for fiscal year beginning July 1, 2012 and ending June 30, 2013:

State Sources	\$0	\$0
Federal Sources	\$3,669,626	\$4,145,373
Other Local Sources	\$374,105	\$1,769,045
Fund Balance Appropriation	<u>\$5,908,660</u>	<u>\$5,908,660</u>
Total Local Special Expense Fund Revenue	<u>\$9,952,391</u>	<u>\$11,823,078</u>

Section 5 - The following amounts are hereby appropriated for the operation of the Capital Outlay Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Instructional Services	\$15,668,753	\$16,072,367
Transportation Services	\$2,942,656	\$2,907,853
Construction of New Building & Additions	\$64,275,769	\$64,539,231
Contingency	<u>\$739,730</u>	<u>\$838,784</u>
Total Capital Outlay Fund Appropriated	<u>\$83,626,908</u>	<u>\$84,358,235</u>

Section 6 - The following revenues are estimated to be available to the Capital Outlay Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

State Lottery Funds	\$2,104,351	\$2,472,241
Local Bond Proceeds	\$74,316,215	\$74,316,215
County Appropriation	\$1,370,000	\$1,370,000
County Appropriation - Holton Center	\$0	\$0
City Appropriation - Holton Center	\$0	\$0
Replacement Buses (State)	\$2,066,466	\$2,066,466
Miscellaneous	\$1,545,289	\$1,882,974
Fund Balance Appropriated	<u>\$2,224,587</u>	<u>\$2,250,339</u>
Total Capital Outlay Fund Revenue	\$83,626,908	\$84,358,235

Section 7 - The following amounts are hereby appropriated for the operation of the school administrative unit in the State Public School Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Instructional Program	\$155,969,769	\$156,901,747
Support Services	\$17,174,697	\$17,715,862
Community Services	<u>\$194,814</u>	<u>\$184,661</u>
Total State Public School Fund Appropriation	\$173,339,280	\$174,802,270

Section 8 - The following revenues are estimated to be available to the State Public School Fund for fiscal year beginning July 1, 2012 and ending June 30, 2013:

Total State Public School Fund Revenue	\$173,339,280	\$174,802,270
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Section 9 - The following amounts are hereby appropriated for the operation of the school administrative unit in the Federal Grant Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Instructional Program	\$30,508,764	\$29,733,696
Support Services	\$2,235,499	\$3,047,330
Community Services	\$352	\$353
Non-programmed Charges	\$2,301,555	\$7,194,917
Total Federal Grant Fund Appropriation	\$35,046,170	\$39,976,296

Section 10 - The following revenues are estimated to be available to the Federal Grant Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Federal Grant Funds	\$31,200,380	\$33,663,290
Federal School Improvement Grant	\$0	\$0
Federal ARRA - Ed Jobs	\$0	\$0
Federal ARRA - Title 1 School Improvement Funds	\$750,607	\$3,222,570
Federal ARRA - Race to the Top	<u>\$3,035,347</u>	<u>\$3,090,436</u>
Total Federal Grant Fund Revenue	\$34,986,334	\$39,976,296

Section 11 - The following amounts are hereby appropriated for the operation of the Child Nutrition Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Child Nutrition Services	\$15,186,016	\$15,186,016
Total Child Nutrition Fund Appropriation	\$15,186,016	\$15,186,016

Section 12 - The following revenues are estimated to be available for the Child Nutrition Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Local Revenues	\$3,324,098	\$3,324,098
Appropriated Fund Balance - Equipment and Software	\$425,000	\$425,000
Federal Sources	<u>\$11,436,918</u>	<u>\$11,436,918</u>
Total Child Nutrition Revenue	\$15,186,016	\$15,186,016

Section 13 - The following amounts are hereby appropriated for the operation of the Grant Fund and Community Schools for the fiscal year beginning July 1, 2012 and ending June 30, 2013:

Instructional Program	\$2,120,532	\$2,207,159
Support Services	\$198,439	\$198,843
Community Services	\$3,143,030	\$3,144,542
Non-Program Charges	<u>\$1,469,132</u>	<u>\$1,463,347</u>
Total Grant Fund Appropriation	\$6,931,133	\$7,013,891

Section 14 - The following revenues are estimated to be available to the Grant Fund for the fiscal year beginning July 1, 2012 and ending June 30, 2013

Community Education Revenues	\$3,495,997	\$3,495,997
Grant Revenues	<u>\$3,435,136</u>	<u>\$3,517,894</u>
Total Grant Fund	\$6,931,133	\$7,013,891

Section 15 - All appropriations shall be paid first from revenue restricted as to use and second from general unrestricted revenues.

Section 16 - The Board of Education authorizes the Superintendent or designee to transfer monies from one appropriation to another within the same fund.

Section 17 - The transfer may not be made between funds.

Section 18 - The transfer may not amend the budget so that it is in violation of the restrictions on amendments in General Statute 115C-433 and the county budget ordinance.

Section 19 - Copies of the Budget Resolution shall be furnished immediately to the Superintendent or School Finance Officer for directions in carrying out their duties.

Adopted this _____ day of _____, 2013.

Board Chair Person: _____



Date: September 5, 2013

Durham Public Schools Administrative Services Committee PRECIS

Agenda Item: Durham Technical Community College Board of Trustees Appointments

Staff Liaison Present: Heidi Carter, Chair
Board of Education

Phone # (919) 560-2502

Main Points:

- The Durham Public Schools Board of Education has appointing authority for four members of the Durham Technical Community College Board of Trustees.
- Both Mary Ann E. Black and John Burness were appointed in August, 2009, which means their terms expire this summer. These appointments are the ultimate responsibility of the Durham Public Schools Board of Education and we welcome any individuals the Board of Education decides to appoint.
- A letter of reference has been provided for consideration by Bill Ingram, Durham Technical Community College President.

This recommendation is submitted for discussion and subsequent approval.

Fiscal Implications:

None

Strategic Plan Alignment:

Goal II.3 DPS will strategically collaborate with local, regional and global organizations to increase the number of partnerships that support student learning.

Purpose

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

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



August 25, 2013

The Hon. Heidi Carter, Chair
Durham Public Schools Board of Education
PO Box 30002
Durham, NC 27702

Dear Madam Chair:

This letter confirms our conversation of yesterday.

As you know, the Durham Public Schools Board of Education has appointing authority for four members of the Durham Technical Community College Board of Trustees. These seats are currently filled by Willie L. Covington (whose four-year term ends June 30, 2015), Charles T. Wilson, Jr. (whose four-year terms ends June 30, 2016), the Hon. Mary Ann E. Black, Associate Vice President for Community Affairs for Duke University Health Care Systems, and John F. Burness, retired Vice President for Regional and Governmental Affairs at Duke University.

Both Ms. Black and Mr. Burness were initially appointed in August, 2009, meaning their terms expire this summer. We understand that these appointments are the ultimate responsibility of the Durham Public Schools Board of Education, and will welcome any individuals the Board of Education decides to appoint. However, as I mentioned in our recent telephone conversation, Ms. Black currently serves as the Chair of the Board of Trustees and Mr. Burness as Vice-Chair, and their continuing service will help assure continuity of leadership of the college's Board of Trustees.

Thank you for your assistance in this matter. Please call me at 536-7250, extension 6004, if you have any questions. Thank you for your consideration.

Sincerely,

William G. Ingram
President

- C: Dr. Eric Becoats, Superintendent, Durham Public Schools
The Hon. Minnie Forte-Brown, Vice-Chair, Durham Board of Education
The Hon. MaryAnn E. Black, Chair, Durham Technical Community College Board of Trustees
John Burness, Vice-Chair, Durham Technical Community College Board of Trustees