



A G E N D A

Durham Public Schools Board of Education
Monthly Meeting
September 26, 2013
Fuller Administration Building
511 Cleveland Street, Durham, NC

1. **Call to Order** **6:30 p.m.**
2. **Moment of Silence**
3. **Be Our Guest**
4. **Celebrations**
5. **Superintendent's Update**
6. **Agenda Review and Approval**
7. **General Public Comment**
8. **Board of Education Meeting Minutes**
9. **Consent Agenda**
 - a. **Pearsontown 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. **Budget Resolution Amendment #3 (2012-2013)**
 - f. **Durham Technical Community College Board of Trustees Appointments**
10. **Reports of the Committees**
 - I. **Support Services Committee**
 - a. **Response to Intervention**
11. **Closed Session**
 - **To consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319.**
 - **To consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).**
12. **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.



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools Board of Education PRECIS

Agenda Item: Be Our Guest

Staff Liaison Present: Chrissy Pearson

Phone # 560-9112

Main Points:

The board welcomes the parents/guardians from the following schools:

- Creekside Elementary
- Eastway Elementary
- Hope Valley Elementary
- Parkwood Elementary
- Githens Middle
- Lakeview School

Fiscal Implications:

Strategic Plan Alignment:

II.2 DPS will strengthen internal and external communication practices as measured by public perception and employee satisfaction.

Purpose

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

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



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools Board of Education PRECIS

Agenda Item: Celebrations

Staff Liaison Present: Regina Nickson

Phone # 560-2082

Main Points:

Duke University's DPS Student of the Month – This program spotlights students who distinguish themselves with character and integrity. Roby Kurtz is the September Student of the Month for Middle College High School.

Community Partners – Celebrating community partners who provide support to our students and school improvement efforts.

Glenn School Road Wal-Mart - We would like to recognize the Glenn School Road Wal-Mart, for their contributions in the first Annual “Stuff the Bus” drive. This drive was organized by Wal-Mart Manager Rishado Robinson who contacted Glenn Elementary School asking how they could help meet the needs of students. The store purchased a large banner, provided posters and space for the school bus to be parked. The school received everything from book bags to crayons and enough composition books to give to every child at Glenn. In the two days of the drive, over several thousand dollars worth of school supplies were collected and distributed to students. Glenn Elementary and Wal-Mart are looking forward to a continued partnership throughout the years.

Doubletree Hotel - What began as a “How I can help students?” phone call to DPS Public Information and Community Engagement Office from Christina Concha, Doubletree Hotel, turned into a wonderful DPS partnership. Once they were connected with the DPS Title I School Improvement Specialist, they were able to discuss how Double Tree could help students and which schools to connect. It was decided to hold a school supply drive for Eastway and CC Spaulding Elementary Schools.

The Doubletree led an exciting drive where employees donated over \$500 in supplies. Once General Manager, Henry Nabor, saw this, he personally matched the amount with a \$500 donation! This trickle-down effect then led to the Doubletree matching with another \$500 donation. Eastway Elementary School received the generous donation of school supplies and CC Spaulding received the \$1000.00 matched donation to purchase supplies.



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools Board of Education PRECIS

Duke's Nicholas School for the Environment -Thirty DPS high school students attended Duke's Environmental Summer Sciences Program this summer. The program stems from a partnership between DPS and Duke's Nicholas School for the Environment. During each interactive week long session, students worked with staff of Nicholas School of the Environment. Using the resources of Duke Forest and the state of the art facilities at Nicholas School of the Environment, they investigated the water quality of New Hope Creek, explored topics such as aquatic biology, water chemistry, land use and environmental justice, and also explored career options that focus on environmental science. At the end of each session, students presented a summary of the week's experience to parents and representatives from DPS. Based on student's comments, the experience was very positive for all!

Dr. Nicolette Cagle is passionate about environmental issues, especially studying the impact of human beings on our world. She is dedicated to providing students engaging experiences so that they too may find that they share this interest, possibly giving them a direction for their career paths, but definitely spreading awareness of these important issues. Dr. Cagle's partnership began with her reaching out to the school system to share this opportunity, and after the first year, SHE advocated within her department to not only repeat the experience for students the next summer, but to TRIPLE the opportunity so that more students could be involved, offering the Environmental Science Summer Program for three weeks instead of one. Durham Public Schools is very appreciative of the partnership with Duke's Nicolas School for the Environment, and especially Dr. Nicki Cagle.

Strategic Plan Alignment: Goal II.2 DPS will strengthen internal and external communications practices as measured by public perception and employee satisfaction.

Purpose

Information

Discussion

Action

Consent

Reviewed by:

Finance _____

Attorney _____



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools Board of Education PRECIS

Agenda Item: Board of Education Meeting Minutes

Staff Liaison Present:

Phone #

Main Points:

- Presented for approval:
 - August 22, 2013 - Regular Meeting – Open and Closed Sessions
 - August 29, 2013 – Special Meeting – Open and Closed Sessions
 - September 9, 2013 – Special Meeting – Open and Closed Sessions

Fiscal Implications:

NA

Strategic Plan Alignment:

Purpose

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

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

**MINUTES
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
AUGUST 22, 2013**

The Durham Public Schools Board of Education held its regular monthly meeting August 22, 2013, at 6:30 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina.

Board Members present:

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; Pastor Fredrick Davis; Nancy Cox; Omega Curtis Parker and Leigh Bordley were present.

Administration present:

Dr. Eric J. Becoats, Superintendent; Dr. Lewis Ferebee, Chief of Staff; and Hugh Osteen, Chief Operations Officer, were present.

Attorney present: Ken Soo

Call to Order

Chair Carter called the meeting to order and presided over a moment of silence.

Celebrations

Board Members recognized students, parents, and community partners including:

- **Duke University's DPS Student of the Month** – This program spotlights students who distinguish themselves with character and integrity. LaPrince-Miller Smith is August Student of the Month for J.D. Clement Early College High School. Dr. Becoats introduced Ms. Gloria Woods-Weeks who made the presentation. LaPrince-Miller was given a plaque and welcomed to walk the red carpet along with her parents.
- **Community Partner** – The 4 Rotary Clubs of Area 7 (Durham) were recognized for their contributions as a group for their participation in Annual Fill the Bus Campaign. This drive was organized by all 4 Durham Rotary Clubs and raised over \$60,000 in supplies and monetary donations for the Fill That Bus school supply drive to benefit Crayons2Calculators. This record setting drive will assist in providing free school supplies to Durham teachers, and help county schoolchildren begin the new year properly equipped.

As the drive grows, so does the reach of this organization. This drive is key in allowing C2C to fulfill its vision of providing all students in Durham with equal access to educational resources. The mission of Rotary International is to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders and we thank them for their continued partnership. Dr. Becoats introduced Rotary representatives: Southwest Durham Rotary, Joyce McKinney; Durham Rotary, Marge Nordstrom; Durham Sunrise

Rotary, Zoila Airall; and North Durham Rotary, Eugene Perry. They were presented with a plaque and invited to walk the red carpet.

- **S.O.A.R.** - S.O.A.R. is a non-traditional 7-week academic and enrichment summer program that was offered to students in grades K-5. S.O.A.R simply means: Students are Obtaining Skills, Achieving Academic Success and Realizing their potential.

The S.O.A.R. Model was created by Jackie Love, homeless liaison of the Homeless Education Department. Ms. Love contracted with Community Education to plan, coordinate and supervise the S.O.A.R. summer enrichment program. The success of the program is contributed to: camp managers, Bridget James and Anissa Cadlett; coordinator of extended learning, Tracey Super-Edwards; elementary specialists, School Improvement Specialist and Parent Involvement Coordinator , Marcelle Thomas, teachers, group leaders and social workers. Ms. Thomas was awarded a Wal-Mart grant that provided Khaki pants for all camp participants.

The S.O.A.R. program provided tutoring in the mornings and a variety of enrichment activities in the afternoons. The program was well known for its S.O.A.R. Country store. The S.O.A.R. store was considered the “main attraction” on Thursdays. Students had the opportunity to earn S.O.A.R. bucks by demonstrating appropriate behavior throughout the day. Parents were eligible to receive S.O.A.R. bucks by fulfilling their parental involvement responsibilities. The store received donations from various Durham community partners. The S.O.A.R. program provided both academic and social skills.

The program was praised by Lisa Phillips, state coordinator for the North Carolina Homeless Education Program. Ms. Phillips recommended the S.O.A.R. model become implemented state-wide. Jackie Love and Bridget James have been invited to present the S.O.A.R. program at the upcoming Homeless Education Program’s state conference. Dr. Debbie Pitman thanked the group for their hard work and invited them to walk the red carpet.

- Chair Carter presented Dr. Lewis Ferebee, Chief of Staff, with a plaque and thanked him for his years of service and his commitment to raising achievement of Durham Public Schools students. Dr. Ferebee will be leaving DPS to become the new Superintendent for the Indianapolis Public School System. He graciously accepted the plaque and thanked Board Members for the opportunity to serve the DPS community.

Superintendent’s Update

Superintendent Becoats shared the following updates:

- DPS is proud of teachers and staff for a smooth school opening thus far
 - Year-round, specialty high schools are underway
 - Particular shout-out to Star Simpson at Holt; students and teachers were laser-focused

- A special thanks to the teachers returning to traditional schools
- Central Services served ice cream to all schools yesterday, showing our support after a difficult summer for North Carolina teachers
 - Teachers, this administration and Board support you!
- The North Carolina PTA and the Durham PTA Council are holding PTA training and work session
 - On September 10, at the DPS Staff Development Center
 - From 5:30-8 pm
 - Dinner is included for participants and child care provided
 - Limit: two PTA reps per school
 - Strong PTAs and family involvement are crucial to school success
 - Building a culture of support and excellence
 - If your school does not have a PTA, please take up the banner and start one
 - Details: contact Ann Rebeck at anncrebeck@gmail.com
- Want to alert Board and families that the state is rolling out a new web-based system called Home Base
 - Will allow parents, students and teachers to access schoolwork, grades, attendance data and more
 - Because it is new to our state, there have been some bumps along the road in implementing it smoothly
 - When complete, will be a convenient way for families to stay informed about their child's attendance, grades and performance
 - Schools will communicate with their families when the system is ready for service
- DPS "Parents as Partners" Family Academy Festival, 10 am-2 pm, Saturday, September 7, Hillside High
 - Will introduce our families to the courses and services the DPS Family Academy will offer that will strengthen families and help them support their children's academic success. The four Core areas are:
 - Connect with their school
 - Work together for their child's success
 - Live healthy and strong
 - Empower their family
 - All are welcome to the festival. Fun activities, sample Family Academy courses, student performances, food and more
 - Again: Saturday, Sept. 7, 10 am-2 pm, at Hillside
- Monday is the **Million Father March** which is a special day when fathers and other men make a commitment to their children, their families, their communities and their

country with their dynamic presence at a school. Fathers are asked to make a year-long commitment by volunteering 10 hours during the coming school year at their child's school. This is the real Fathers Day!

- **WHEN:** Monday, August 26, 7:00am-8-30am
 - **WHERE:** (Hillside High School Lobby and Theatre)
 - **WHO:** Fathers, grandfathers, foster fathers, stepfathers, uncles, big brothers, and other significant male caregivers, mentors, and family friends
 - **WHY:** To demonstrate fathers' commitment to their children through their dynamic presence at school, by marching and pledging to volunteer for at least ten hours in the 2013-14 school year
 - **HOW:** (to participate): Contact Timothy Primus, Hillside High Assistant Principal, at (919) 560-3925 or timothy.primus@dpsnc.net for more information about the 2013 Million Father March
- Vice Chair Forte-Brown announced the 50th Anniversary of the March on Washington, D.C. and it will take place this Saturday. On August 28, 1963, from 3:00 to 4:03 p.m., there were speeches that ended in 63 minutes. Sixty-three minutes of Peace is an initiative and we are asking our community that on August 28, Pay it Forward and do something for someone in your community. Show 63 minutes of Peace to someone (i.e. go shopping for the elderly, mow their grass, etc.) to honor Martin Luther King and his vision of Peace. The Council of Urban Education (CUBE) has adopted this initiative.
 - In addition, on September 28, the NCCU School of Education is sponsoring a 5K Walk/Run in support of the Interfaith Food Show. It will begin at 9:00 a.m. and Teams are welcome! More information is forthcoming.

Agenda Review and Approval

Vice Chair Forte-Brown made a motion to add a letter "c" to agenda item 9 to add the North Carolina School Board Action Center (NCSBAC) initiative.

Chair Carter placed this item on the agenda as item "c" under agenda item 9. By unanimous board consent, the agenda was approved as noted.

General Public Comment: Twelve people signed up for Public Comment and were given two minutes each.

1. *Allan Lang* – Mr. Lang presented a concern regarding the Discovery Education Contract which has no provision for meetings during the course of the contract. While, the Department of Social Services' contract does provide for quarterly meetings to assess student progress. He stated we need a provision for therapists to be in touch with teachers, administrators, parents, and Guardian Ad Litem. He was concerned about the reference to the Measurement, Inc. contract which refers to Chewing School when there is no longer a Chewing School. Within the Measurement, Inc. contract, there is a

logarithm to determine plagiarism between students. The contract doesn't exercise its use; however, it is built into the software and is available for us to use.

2. *Pastor Sylvester Williams* – Pastor Williams, the Chairman for Economic Development of Durham Business Professional Chain, stated the need for a parent advocate independent of the school system to assist in appealing and determining if a suspension is appropriate.

Chair Carter stated that if any public comment warrants a Board response, the Board will comply.

3. *Denise Hester* – Ms. Hester supports the lawsuit against DPS, not as a punitive measure but to correct a long-standing systemic problem. She stated the suspension policy is out of alignment and does not lead to better quality of life for the student, school, or community. The current policy needs a different approach and alternatives to suspensions.
4. *Larry Hester* – Mr. Hester, Durham Business Professional Chain member, stated concerns about the progression of African American males over the last 25 years. We need violence intervention and self-esteem building for these young men. As a community, we can't lose one more child. Many don't have skills and turn to violence, crime, and drugs. We need non-discriminatory measures by removing cultural bias and use suspension (denying ability to be productive citizens) as a last resort. We need community participation comprised of the most effectual groups. The Board needs to meet with community leaders and begin work sessions instead of Kitchen Table conversations. DPS must not band-aid these issues of our African American young men.
5. *J. Ellis Ratliff* – yielded time to Mr. Larry Hester.
6. *Keith Daniel* – Mr. Daniel, a child of two Hillside High School Alumni, made an appeal and an invitation to the Durham Performing Arts Center (DPAC) to attend Duke Celebrates Durham: Where Great Things Happened in 1963. This event is scheduled for Saturday, October 5, from 12 noon until 5:00 p.m. Students are free and adults are \$5.00.
7. *James G. Chavis* – Mr. Chavis asked the public to get involved with advocacy for children. He is concerned about how the Performance Learning Center (PLC) will be funded this year and would like an appointment with Paul LeSieur and asked Chair Carter for her assistance in getting the appointment.
8. *Nia Wilson* – Ms. Wilson, Executive Director of Spirit House, stated that she was in support of the Title 6 complaint against Durham Public Schools. She raised concerns about the School to Prison pipeline stating that 1 out of 3 African American adult males will spend time in prison, and 16 and 17 year olds are charged as adults in the state of North Carolina. She would like to see community members most impacted, craft the solutions with alternatives to suspension.
9. *Wanda Boone* – Ms. Boone, who has worked with young people since 1974, stated that young people need more guidance and attention with images and challenges they are exposed to. She emphasized community involvement including youth, parents, businesses, and the Faith Community. She stated 7 strategies for community change and improvement:

- Providing information
 - Enhancing skills
 - Providing support
 - Reducing barriers
 - Changing consequences
 - Changing physical designs
 - Modifying and changing policies
10. *Tia Hall* – Ms. Hall, concerned parent and citizen, was in support of the Title 6 complaint against DPS and is concerned about the overall health of our community. When the students succeed; we all succeed.
 11. *Andrea Underwood* – Ms. Underwood, newly elected President of Durham Association of Educators (DAE) invites everyone to stand together and wear red for Public Education in partnership with North Carolina Association of Educators (NCAE) on Monday, August 26, 2013. She invited all to take the lead; and meet the challenges together.
 12. *Angela Thornton* – Ms. Thornton, a concerned parent, expressed individual experience with her child regarding bullying and school suspensions. She felt little support from the school for her son and hopes the Board will take this matter seriously while looking at policies regarding school suspensions.

Board of Education Meeting Minutes

Presented for approval:

- June 27, 2013 – Regular Meeting – Open and Closed Sessions
- July 1, 2013 – Organizational Meeting
- July 1, 2013 – Regular Meeting – Open and Closed Sessions
- August 5, 2013 - Open and Closed Sessions
- August 6, 2013 – Board Training Session
- August 12, 2013 – Special Meeting – Open and Closed Sessions

Pastor Fredrick Davis made a motion to approve the minutes as written and Leigh Bordley seconded. Ms. Bordley expressed concern about the wording on page 5 of the June 27, 2013, Open Session Minutes, under Administrative Services – speaker, Eddie Davis and on the same page, the Board Member’s names were not noted on 2 occasions. Ms. Gates will review the tape for clarity and revise the minutes as stated. Pastor Fredrick Davis withdrew his motion.

Chair Carter asked for discussion about any other minutes or a motion. Leigh Bordley made a motion to approve the minutes with the understanding that Ms. Gates will review the tape and correct the wording for speaker Eddie Davis and add the names of the two Board Members. Natalie Beyer seconded and the motion passed unanimously.

Consent Agenda

Chair Carter noted that all Consent Agenda items were thoroughly discussed in committee.

- a. **Y.E. Smith Elementary School – Emergency Summer Repairs**
- b. **Neal Middle School – Bids for Temporary Mobile Classrooms**
- c. **Easley Elementary School – Bids for Asphalt Paving**
- d. **Bids for Criminal Background Checks**
- e. **Driver’s Education Salary Schedule**
- f. **Museum of Life and Science and Durham Public Schools Partnership**
- g. **Contract for Professional Services between Durham Public Schools and Discovery Education**
- h. **Contract for Professional Services between Durham Public Schools and Signature Learning Resources, Inc.**

Nancy Cox made a motion to approve Consent Agenda. Omega Curtis Parker seconded and the motion passed unanimously.

Reports of the Board of Education

- a. **Federal and State Liaisons for Advocacy Appointments**
Recommendation: Action
Public Comment: None

Chair Carter introduced the agenda item and began discussion. Vice Chair Forte-Brown made a motion to continue with the same Federal and State Liaisons; Natalie Beyer as the Federal Liaison and Nancy Cox as the State Liaison. Leigh Bordley seconded and the motion passed unanimously. Ms. Beyer and Ms. Cox graciously accepted the appointment and noted that it was a team effort.

- b. **Modified Board Meeting Schedule**
Recommendation: Action
Public Comment: None

Chair Carter introduced the agenda item and began discussion. Chair Carter stated that the modification was to move the Closed Session to 4:30 p.m. prior to the Open Meeting. Pastor Davis was not in favor of the change and since the Board needs full participation, there will not be a change in the schedule at this time.

- c. **North Carolina School Boards Action Center (NCSBAC) Initiative**
Recommendation: Action
Public Comment: None

Vice Chair Forte-Brown shared that at a specially-called meeting on April 26, 2013, the NCSBA Board of Directors voted unanimously to authorize the creation of the NC School Boards Action Center, a new 501(c)(4) organization designed to strengthen local school board advocacy efforts. The fee structure is based on school population and the fee for DPS would be \$8,000.

There was continued discussion by Board Members and by unanimous consent, it was decided to have further discussion and to vote on this request at a future Board Meeting.

Reports of the Committees

I. Administrative Services Committee

a. Resolution Opposing the State Education Budget

Recommendation: Action

Public Comment: None

Committee Chair Natalie Beyer introduced the topic and shared the following comments:

The Budget and Tax Center released a report “Putting NC on a path to Mediocrity”. The General Assembly’s Budget fails to invest in a strong education system for NC. The budget reflects a choice to give tax cuts to corporations and the wealthy rather than adequately investing in students and public schools. These tax cuts represent \$2.8 billion dollars in lost revenue over the next 5 years. The 2013-15 Budget approved by the General Assembly and Governor reduces K-12 spending 1.5% from continuation levels and 6.4% from funding levels in 2008. It eliminates funding for 1 in 5 Teacher Assistants; increases class sizes; phases out salary incentives for teachers with advanced degrees; phases out due-process rights for teachers; phases out the NC Teaching Fellows Program while shifting public funding to Teach for America; creates a radical \$10 million dollar school voucher program; and freezes teacher salaries and ignores step-pay increases for experienced educators.

In Durham Public Schools the budget cut 113.5 Teachers, 85 Teacher Assistants, and 6 Instructional Support positions. Further cuts of over \$3 million dollars were in areas such as textbooks, classroom material, and Limited English Proficiency services. DPS Budget staff anticipated the majority of these cuts but they represent \$4.2 million dollars beyond our worst projections. In Durham we are thankful for strong local support for our public schools. We will be discussing a proposed solution to our budget shortfall with our County Leadership in the coming days so that Durham Public Schools students will have what is needed.

Board Members took turns reading the resolution:

RESOLUTION OPPOSING THE TREATMENT OF NORTH CAROLINA’S CHILDREN AND PROFESSIONAL EDUCATORS IN THE 2013-2015 STATE EDUCATION BUDGET

WHEREAS, the Durham Public Schools Board of Education is committed to academic excellence, technological innovations, social responsibility, and life-long learning; and,

WHEREAS, the Durham Public Schools Board of Education, in partnership with the community, will provide challenging learning experiences for students in a safe and supportive environment; and,

WHEREAS, the Durham Public Schools Board of Education finds the following beliefs paramount in ensuring that all children in Durham Public Schools are provided a sound, basic education in accordance with the Constitution of the State of North Carolina:

- All students can achieve a high levels regardless of ethnicity, race, or socioeconomic background;
- Quality teachers, provided with continuing educational opportunities, are the key to effective student learning;
- All students and teachers should have access to innovative instructional practices and technology;
- Effective and efficient systems are necessary to support student and employee success;
- The success of Durham Public Schools will be demonstrated by the achievement of our students and their positive participation in society; and

WHEREAS, the Durham Public Schools Board of Education believes that the aforementioned vision and beliefs are not supported effectively by the 2013-2015 state budget because of the following:

- The 2013-2015 state budget limits the educational opportunities provided for students in North Carolina by eliminating funding for teachers, instructional support and teacher assistants;
- The 2013-2015 state budget limits the ability to attract and retain quality teachers by ranking North Carolina's teacher pay as 46th in the nation;
- The 2013-2015 state budget elimination of teacher master's degree supplements limits the ability to attract and retain quality teachers;
- The 2013-2015 state budget diverts needed resources for public schools to other programs; and

WHEREAS, the Durham Public Schools Board of Education believes the most recently passed state budget hinders the Pre-K-12 preparation of students for a successful post-secondary transition into the workforce so that North Carolina might compete in the global economy.

NOW THEREFORE BE IT RESOLVED that the Durham Public Schools Board of Education stands opposed to the treatment of North Carolina's children and professional educators in the 2013-2015 state education budget and urges full funding for public education in North Carolina.

Pastor Fredrick Davis made a motion to approve the resolution as written. Leigh Bordley seconded and the motion passed unanimously.

II. Instructional Services Committee

- a. Contract for Professional Services between Durham Public Schools and Measurement Incorporated for NC Write**
Recommendation: Action
Public Comment: None

Committee Chair Leigh Bordley recognized Dr. Lewis Ferebee, who introduced the topic and to lead the discussion. Dr. Ferebee stated that the 2013-16 contract with Measurement, Inc. will serve approximately 27,456 Durham Public Schools students in grades 2 – 12. It will improve writing performance for students, and supports teachers with superior technical support. Dr. Ferebee introduced Dr. Teresa Day to answer any questions.

Pastor Fredrick Davis made a motion to approve the contract as written. Vice Chair Forte-Brown seconded and the motion passed unanimously.

Nancy Cox invited Board Members to visit Rogers-Herr Middle School to see how they are using this program and what a wonderful learning opportunity it is for students.

Natalie Beyer asked if this program is optional for teachers. Dr. Ferebee stated that this program is one of many resources but was not mandatory.

Natalie Beyer brought up Mr. Lang's concern about the reference of Chewning in the contract. Dr. Ferebee will follow-up; however, the reference was regarding enrollment for last year.

Pastor Fredrick Davis acknowledged Dr. Teresa Daye for her efforts of bringing Common Core to the West End Community. 300 children received backpacks to prepare them for the start of school. Chair Carter noted that the Durham Rescue Mission gave away 3000 backpacks to students as well. Vice Chair Forte-Brown recognized White Rock Baptist Church for their efforts and support at C.C. Spaulding Elementary School.

III. Support Services Committee

a. Contract for Professional Services between Durham County Department of Social Services and Durham Public Schools

Recommendation: Action

Public Comment: None

Dr. Debbie Pitman introduced the topic and began the discussion. Dr. Pitman shared that this is an annual contract. Changes were made to the contract after feedback was given from Board Members to strengthen clauses allowing DPS to have a role at the interviews, increasing the role of the Principals, and allowing DPS to give feedback on performance.

Omega Curtis parker made a motion to approve the contract as written. Pastor Fredrick Davis seconded and the motion passed unanimously.

Leigh Bordley thanked staff, Teresa McGowan, and Michael Becketts at DSS for their hard work.

b. Revised Policy 4132.7 – Transfers for Children of Durham Public Schools Employees – Second Reading
Recommendation: Action
Public Comment: None

Committee Chair Omega Curtis Parker recognized Dr. Debbie Pitman, who introduced the topic and began the discussion. Dr. Pitman stated that revised policy 4132.7 would provide consideration to grant a transfer for a child if the parent is employed at a calendar magnet school and requests a student transfer to another calendar magnet school because their child's assigned grade is not offered at the school where they work.

Omega Curtis Parker made a motion to approve the revised policy 4132.7-Transfers for Children of Durham Public Schools Employees. Vice Chair Forte-Brown seconded and the motion passed unanimously.

Natalie Beyer noted the changes to policy 4132.6 and Ms. Donna Hudson stated that there would be no changes to policy 4132.6 and to strike those changes from the policy.

Pastor Fredrick Davis asked for clarity of which employees this policy would consider. Ms. Hudson stated that it was for teachers at the schools and it would not apply to Central Service Staff.

c. Durham Public Schools' Family Academy
Recommendation: Information
Public Comment: None

Committee Chair Omega Curtis Parker recognized Dr. Debbie Pitman, who introduced the topic and began the discussion. Dr. Pitman introduced Kendra O'Neal-Williams and Dietrich Danner and thanked them for their hard work. Kendra O'Neal-Williams and Dietrich Danner presented the Board with an update on the Durham Public Schools' Family Academy. The DPS Family Academy will serve as the comprehensive center for family and community engagement to empower families with the training, information and support needed to help them become full partners in education. The following four strands were presented:

- Strand 1: Connect With Your School – provide information that can empower families to advocate and raise confident educated children equipped for success.
- Strand 2: Engage Together for School Success – provide families information and support in meeting their children's academic needs and opportunities.
- Strand 3: Live Healthy and Strong – support families with information and activities that promote healthy living, physical, and emotional development.

- Strand 4: Boost Family Success – engage families in personal and professional development (i.e., financial literacy, continuing educational opportunities, and career development).

The Family Academy Festival is scheduled for Saturday, September 7, 2013, from 10:00 a.m. until 2:00 p.m. at Hillside High School. The catalogue will be on-line and classes will begin the later part of September to the second week of December. For more information, please contact the DPS Community Education Department at (919) 560-3820.

Ms. O’Neal Williams thanked the committee members especially Karen Carr and Althia Scriven for their hard work.

Closed Session

Attorney Ken Soo requested to add to closed session to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).

On a motion by Leigh Bordley, seconded by Nancy Cox, the board convened in closed session to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319, confidential student information protected under NCGS 115C-402 and the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g, and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).

The board convened in closed session at approximately 8:24 p.m.

Open Session – Personnel Recommendations

The board reconvened in open session at approximately 10:32 p.m.

Personnel Approval

The Administration recommended approval of the August 22, 2013, Personnel Reports for Information, Approval, and the Substitute List. On a motion made by Natalie Beyer to approve the Personnel Reports for Information, Approval, and the Substitute List dated August 22, 2013; seconded by Nancy Cox, the motion passed unanimously.

Having no further business, the meeting adjourned at approximately 10:34 p.m.

Heidi Carter, Chair
Durham Public Schools Board of Education

Dr. Eric J. Becoats, Superintendent
Durham Public Schools

**MINUTES
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
AUGUST 29, 2013**

The Durham Public Schools Board of Education held a special meeting on August 29, 2013 at 2:10 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina. The purpose of this meeting is to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319 and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3).

Board members present:

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

Administrators present:

Hugh Osteen, Chief Operations Officer

Attorney present: Ken Soo

Call to Order

Chair Carter called the meeting to order. A moment of silence was observed.

Agenda Review

By unanimous board consent, the agenda was approved as noted.

Closed Session Motion

On a motion by Nancy Cox, seconded by Vice Chair Forte-Brown, the board convened in closed session to consider confidential personnel matters under NCGS 143-318.11(a)(6) and 115C-319, and to consult with the board attorney to preserve the attorney-client privilege as provided in NCGS 318.11(a)(3) at approximately 2:11 p.m.

Open Session

The board reconvened in open session at approximately 3:31 p.m.

Having no further business, the meeting adjourned at approximately 3:32 p.m.

Heidi Carter, Chair
Durham Public Schools Board of Education

Dr. Eric J. Becoats, Superintendent
Durham Public Schools

**MINUTES
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
SEPTEMBER 9, 2013**

The Durham Public Schools Board of Education held a special meeting on September 9, 2013 at 4:15 p.m. in the Fuller Administration Building, 511 Cleveland Street, Durham, North Carolina. The purpose of this meeting is to consider confidential student information protected under NCGS 115C-402 and the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g.

Board members present:

Heidi Carter, Chair; Minnie Forte-Brown, Vice Chair; Natalie Beyer; and Omega Curtis Parker. Pastor Fredrick Davis; Leigh Bordley; and Nancy Cox were absent due to prior commitments.

Administrators present:

Dr. Debbie Pitman, Assistant Superintendent for Support Services.

Attorney present: None

Call to Order

Chair Carter called the meeting to order. A moment of silence was observed.

Agenda Review

By unanimous board consent, the agenda was approved as written.

Closed Session Motion

On a motion by Vice Chair Forte-Brown, seconded by Omega Curtis Parker, the board convened in closed session to consider confidential student information protected under NCGS 115C-402 and the Family Education Rights and Privacy Act (FERPA), 20 USC 1232g at approximately 4:18 p.m.

Open Session

The board reconvened in open session at approximately 4:27 p.m.

Having no further business, the meeting adjourned at approximately 4:30 p.m.

Heidi Carter, Chair
Durham Public Schools Board of Education

Dr. Eric J. Becoats, Superintendent
Durham Public Schools



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools BOARD OF EDUCATION 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 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.

- 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:

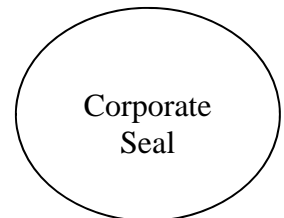
Executive Director
Durham Public Schools
Construction & Capital Planning

DESIGN CONSULTANT:

Davis Kane Architects, PA

By: _____(Seal)
Principal / Owner

Attest: _____(Seal)





One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools BOARD OF EDUCATION 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 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 26, 2013

Durham Public Schools BOARD OF EDUCATION 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 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

**NORTH CAROLINA
DURHAM COUNTY**

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
BOARD OF EDUCATION
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 approval.

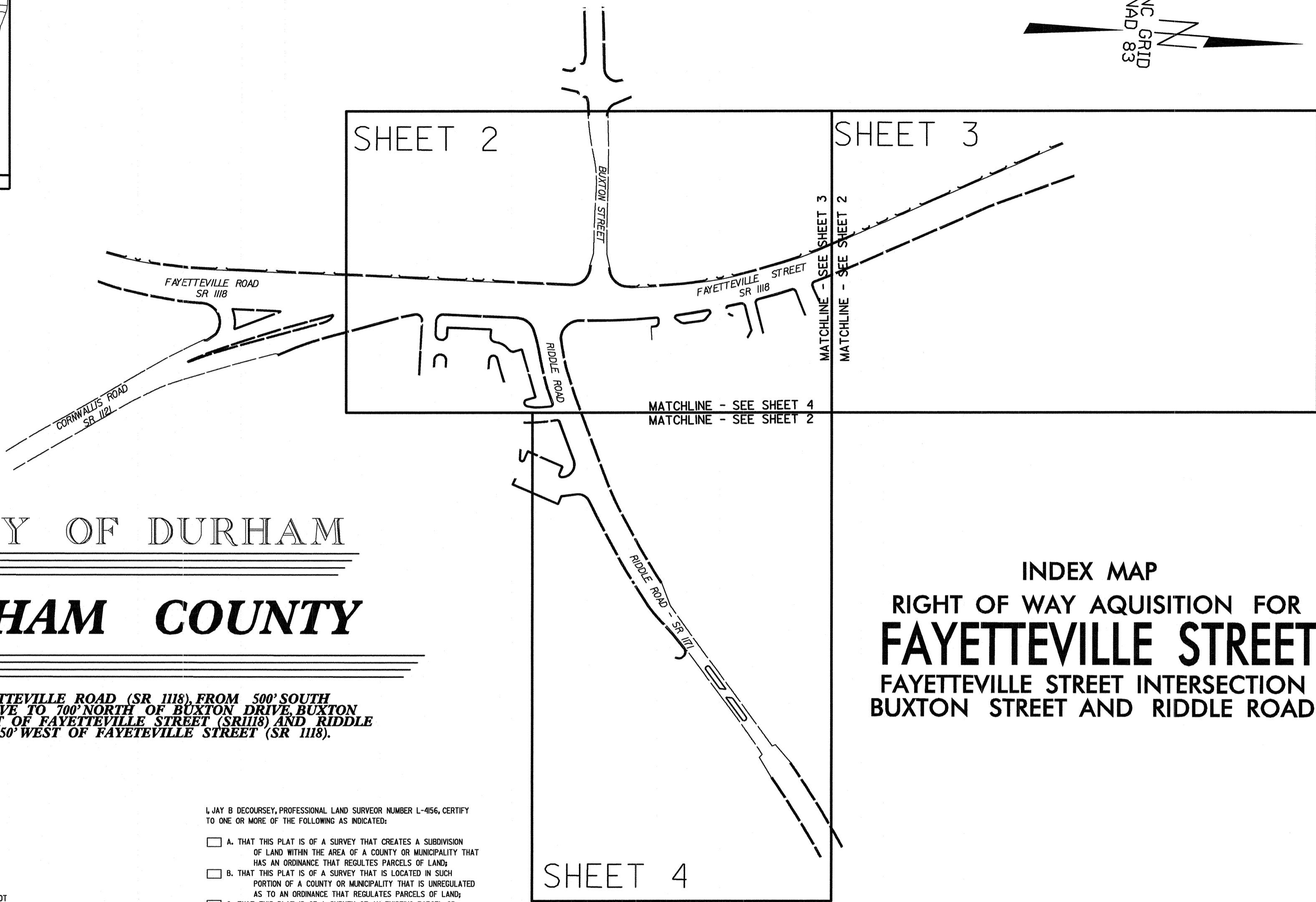
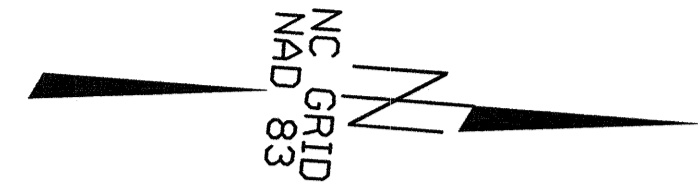
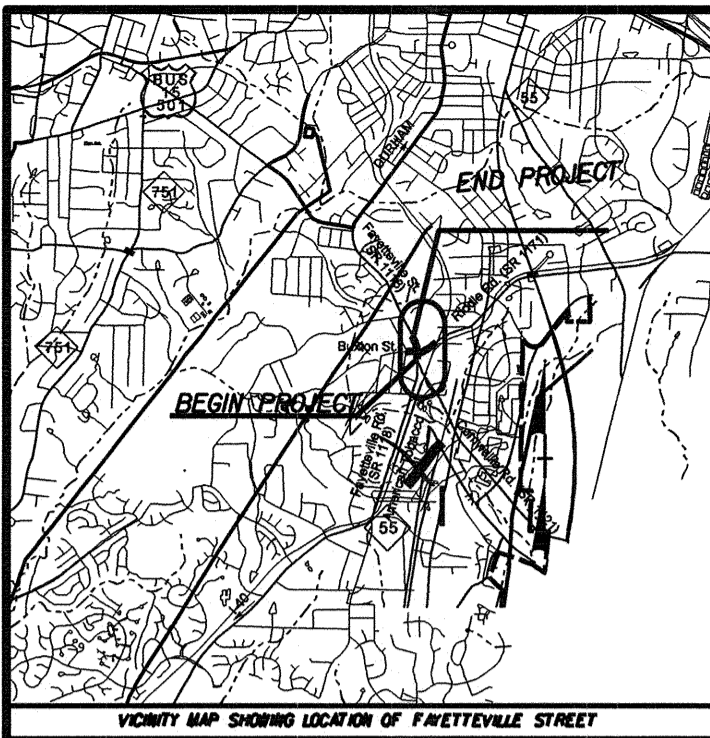
Fiscal Implications: N/A

Strategic Plan Alignment: N/A

Purpose

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

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



CITY OF DURHAM
DURHAM COUNTY

INDEX MAP
 RIGHT OF WAY ACQUISITION 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 (SR 1118) AND RIDDLE ROAD (SR 1171) 750' WEST OF FAYETTEVILLE 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:

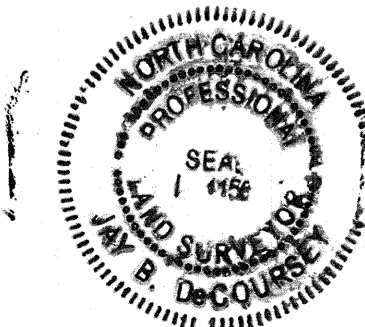
- A. THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND;
- B. THAT THIS PLAT IS OF A SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE 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: 80437.491(+), EASTING 2026227.51(+). 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, Suite 137, Cary, NC 27511
 Phone: 919.297.0220 Fax: 919.297.0221

PLANS PREPARED FOR:
CITY OF DURHAM BY:

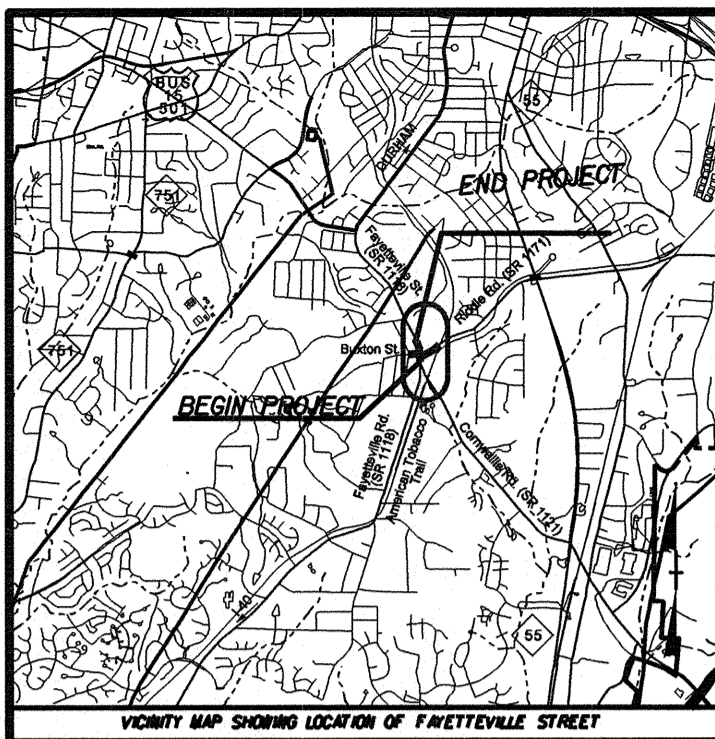
RIGHT OF WAY ACQUISITION FOR
FAYETTEVILLE STREET
 FAYETTEVILLE STREET INTERSECTION
 WITH BUXTON STREET AND RIDDLE ROAD
 DURHAM TOWNSHIP | DURHAM COUNTY | NORTH CAROLINA
 DATE OF SURVEY: DEC. 07-MAR. 08 | SURVEYED BY: MA
 LOCATE EXISTING PROPERTY: DEC 07 - MAR. 2008

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: NOT TO SCALE
 MAEC PROJ. NO. 0744.019

SHEET NO.
1 OF 4

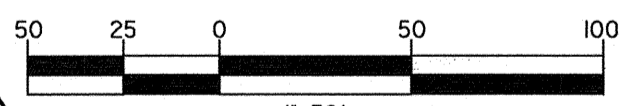
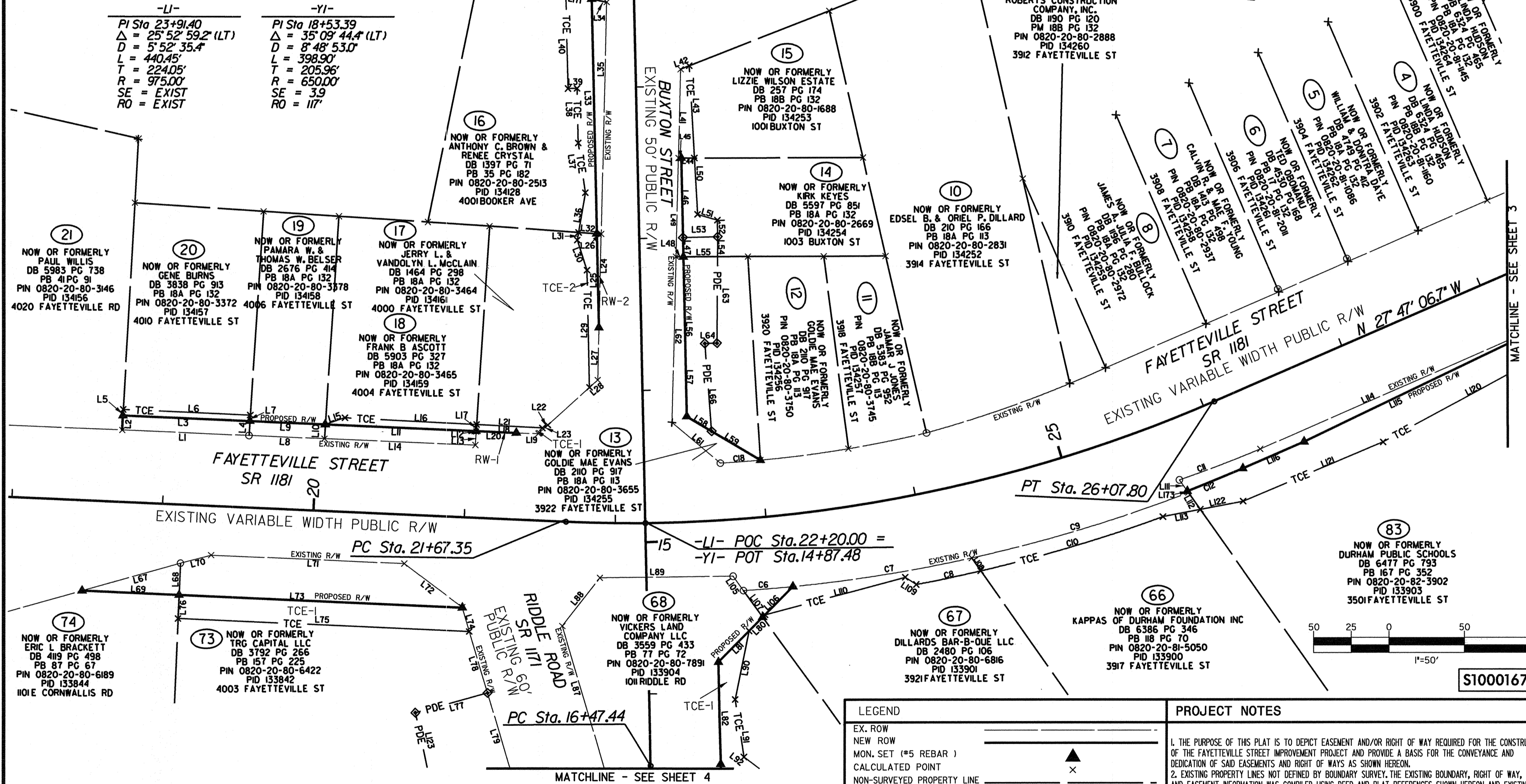


| LOT | OWNER | R/W | TCE | PDE | COMBINED |
|-----|--------------------------|-----------|------------------------------|-----------|----------|
| 66 | KAPPAS OF DURHAM FND. | | 1,427.90 | | |
| 67 | DILLARDS BAR-B-QUE LLC | 301.98 | 1,196.43 | | |
| 68 | VICKERS LAND COMPANY LLC | 25,437.29 | 14,446.10 | 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')

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

| 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 | | |



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.
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- 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(+/-) EASTING 2026227.15(+/-). THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (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.
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- 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: 919.297.0221

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: DEC 07-MAR 08 | SURVEYED BY: MA
LOCATE EXISTING PROPERTY: DEC 07 - MAR, 2008

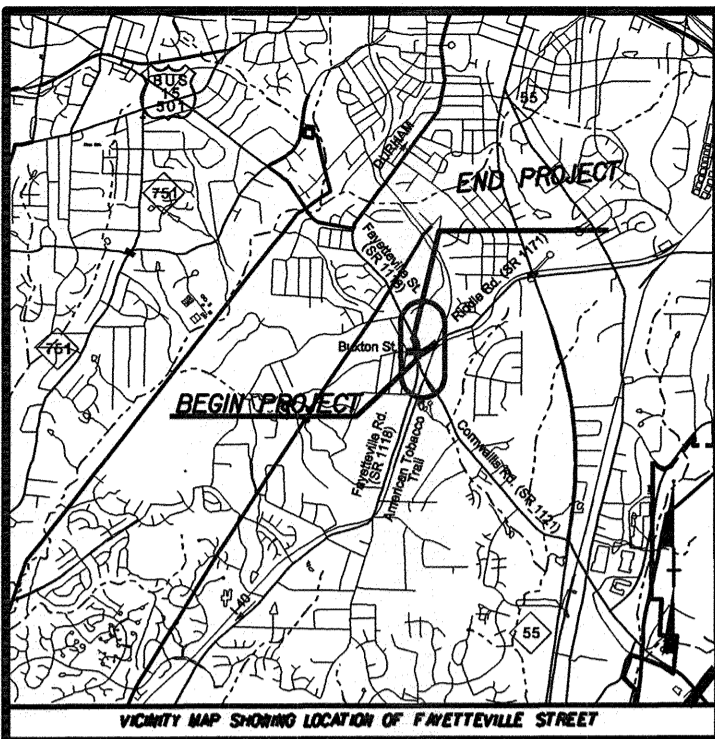
DATE OF MAP: 04-15-2011
DRAWN BY: RDE
CHECKED BY: JBD

| 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**



(67)
NOW OR FORMERLY
DILLARDS BAR-B-QUE 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

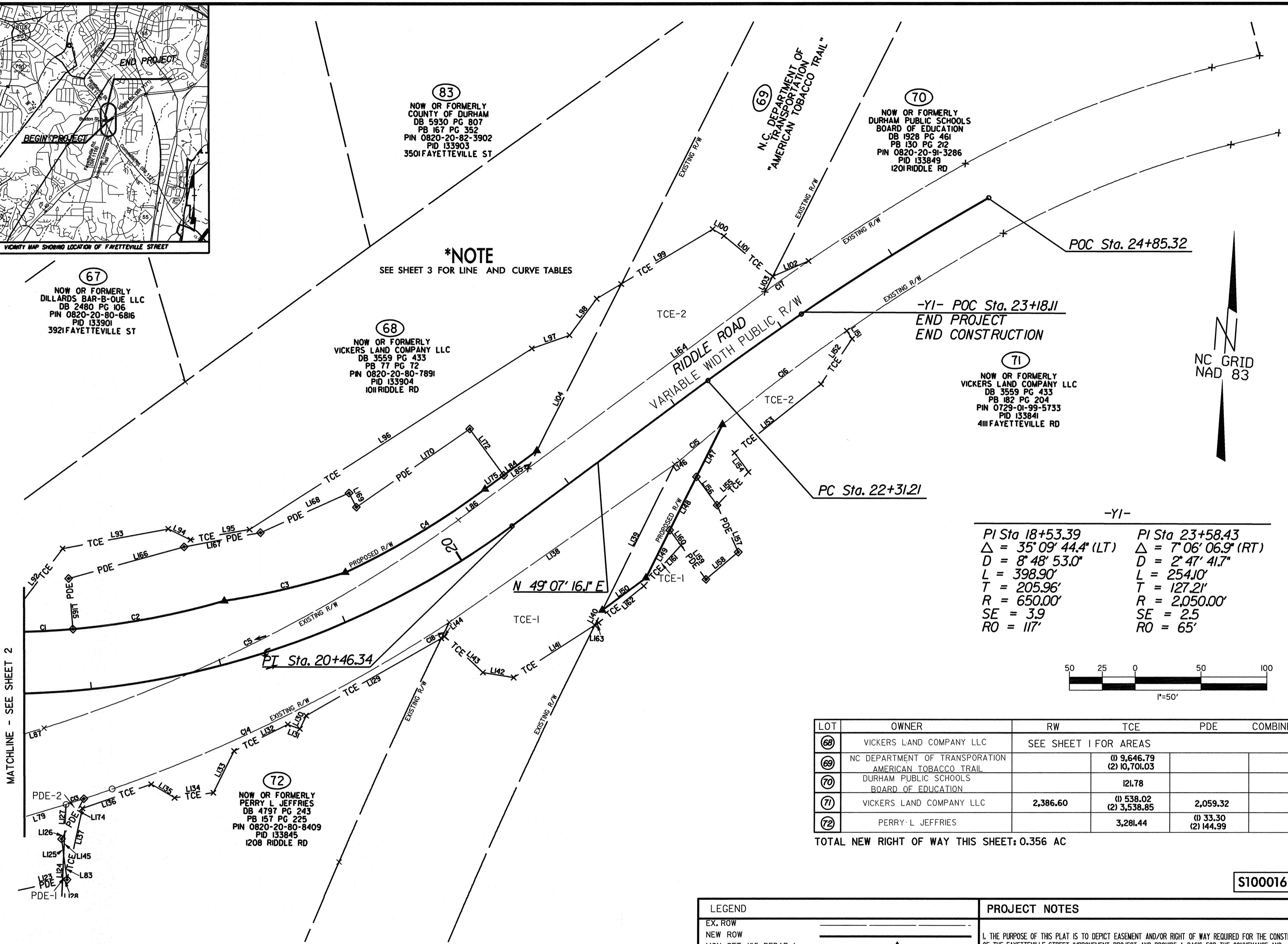
(70)
NOW OR FORMERLY
DURHAM PUBLIC SCHOOLS
BOARD OF EDUCATION
DB 1928 PG 461
PB 130 PG 212
PIN 0820-20-91-3286
PID 133849
1201 RIDDLE RD

(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

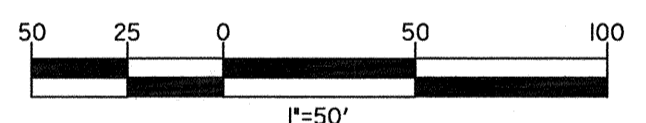
***NOTE**
SEE SHEET 3 FOR LINE AND CURVE TABLES

MATCHLINE - SEE SHEET 2



-YI-

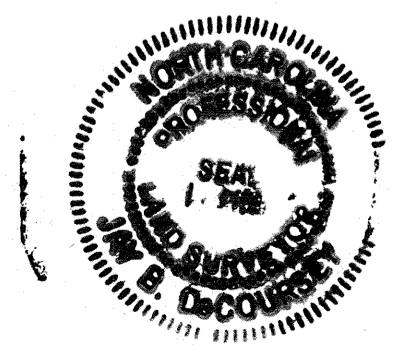
| | |
|---------------------------------------|--------------------------------------|
| PI Sta 18+53.39 | PI Sta 23+58.43 |
| $\Delta = 35^{\circ} 09' 44.4''$ (LT) | $\Delta = 7^{\circ} 06' 06.9''$ (RT) |
| $D = 8' 48' 53.0''$ | $D = 2' 47' 41.7''$ |
| $L = 398.90'$ | $L = 254.10'$ |
| $T = 205.96'$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



| 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 AE 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 BOARD OF EDUCATION PRECIS

Agenda Item: Budget Resolution Amendment #3 (2012-2013)

Staff Liaison Present: Aaron Beaulieu **Phone #** 560-3544
Paul D. LeSieur 560-3635

Main Points:

- Budget Resolution Amendment #3 will give the Board of Education an update on the status of the adopted budget for 2012-2013. It reflects how the final expenditures for the year impacts the budget.

Administration submits the attached amendment for approval.

Fiscal Implications:

This amendment updates all account balances through June 30, 2013 pending any final adjustments by auditors.

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 |
|--|----------------------|----------------------|

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 26, 2013

Durham Public Schools BOARD OF EDUCATION 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 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



One Vision. One Durham.

Date: September 26, 2013

Durham Public Schools BOARD OF EDUCATION PRECIS

Agenda Item: Response to Intervention

Staff Liaison Present: Dr. Debbie Pitman Phone #: 560-2554
Michelle Smith #: 560-2891
Dr. Carol White #: 560-2331

Main Points:

- Administration will provide an update on the implementation of Response to Intervention (RtI) in Durham Public Schools.
- Administration presents this to the Board for information only.

Fiscal Implications:

- These efforts are supported through local funds.

Strategic Plan Alignment:

- Goal 1.2 Strategy 2 - Design and implement a Response to Intervention (RtI) system to include universal screening, intervention and acceleration strategies, and continuous progress monitoring.

Purpose

Information

Discussion

Action

Consent

Reviewed by:

Finance **Attorney**

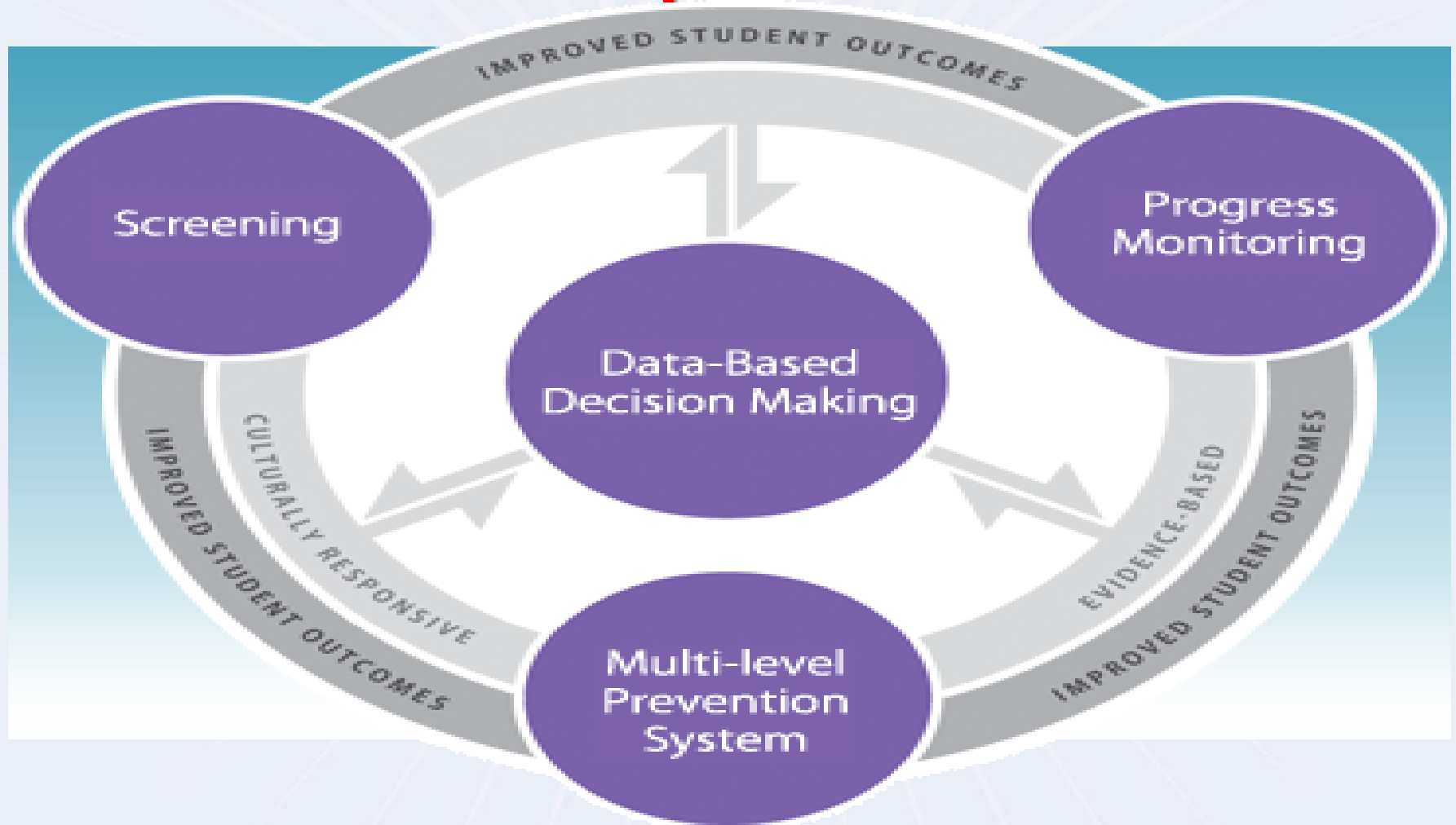
Response to Intervention

Dr. Debbie Pitman
Assistant Superintendent of Student, Family and Community Services

Dr. Carol White
RtI Coordinator

Michelle Smith
Director of Student Services

RtI Essential Components



North Carolina Update

- DPI has endorsed RtI as a total school improvement model
- DPI established a permanent position in June 2013 for a RtI consultant to oversee implementation across the state (Amy Jablonski)
- DPI is aligning AIG, ESL and ECP to RtI
- DPS is a member of a 10 district RtI Consortium funded by the Oak Leaf Foundation & DPI attends the Consortium meetings

Rtl Schools 2012-2013 & 2013-2014

Elementary

Bethesda
Club
Creekside
Eno Valley*
Forest View
Hope Valley
Merr Moore
Parkwood*
R.N. Harris*
Southwest
Spaulding
Y.E. Smith

Elementary

EK Powe
Fayette St
Glenn
Morehead
Oak Grove
Sandy Ridge
W.G. Pearson

Middle

Brogden*
Lowes Grove
Shepard
Pearson
Carrington
Githens
Neal

High

Jordan
Hillside
HillsideNT
Southern
Southern SOE

**2011-12
Pilot schools*

RtI Implementation Support

- RtI Advisory Team & District RtI Team
- RtI Administrators' Team Training (3 days)
- RtI Summer Institute for Teachers (4 days)
- Monthly Professional Development
- RtI Facilitators Critical Conversation Meetings
- School site fidelity checks & external evaluation
- Electronic Personal Education Plans (ePEP)

Next Steps 2013-2014

- Provide professional development in interventions and enrichment for AIG, ESL and ECP teachers
- Increase the number of parents involved in Personal Education Plans (PEP)
- Analyze data with PBIS coaches to provide specific interventions for students with repeat suspensions
- Begin implementation of RtI in Pre-K
- Partner with Communities in Schools of Durham

Charter 3 Response to Intervention Outcomes

- 1. Personal Education Plans (PEP)**
- 2. Students *referred* for special education evaluations**
- 3. Students *placed* in special education**
- 4. EOG/EOC achievement in math and reading**
- 5. Dropout rates**
- 6. Attendance rates**
- 7. Suspension rates**
- 8. Graduation rates**
- 9. Pre/post growth universal screeners**

Programs and Support for Students

- Academic “Double Dose”
- Electronic Personal Education Plans (e-PEP)
- Counselors, social workers, and psychologists
- Summer Bridge Academies
- Freshmen Academies
- Smaller High School Options
 - Early College HS
 - Middle College HS
 - Hillside New Tech
 - Performance Learning Center & Magic Johnson/Bridgescape
 - Holton Career & Resource Center
 - City of Medicine Academy
 - Southern School of Engineering

SUPPORT PROGRAMS AND STRATEGIES

- **Data Analysis with Principals (Academic and Behavior)**
- **Positive Behavior Intervention and Support Programs – all schools**
 - **Functional Behavior Assessments**
 - **Behavior Intervention Plans**
- **Student Assistance Programs (Elementary)**
- **Intervention Team Programs (Secondary)**
- **Truancy Court**
- **Coordinated School Based Mental Health**
- **Early Warning Tracking System**
- **Drug Education and Alcohol Counseling (DEAC)**
- **Playworks**

The background of the slide is a light blue gradient with a sunburst pattern of thin white lines radiating from the center. The word 'Discussion' is centered in the middle of the slide.

Discussion