

#### WASHINGTON COUNTY BOARD OF COMMISSIONERS SPECIAL CALLED MEETING AGENDA TUESDAY, APRIL 18, 2023

# COMMISSIONERS' ROOM & LIVESTREAMED ON FACEBOOK 116 ADAMS STREET, PLYMOUTH, NC

	6:00 PM	Call to Order—Chair Walker
Item 1	6:01 PM	Public Comment/Forum
Item 2	6:15 PM	General Updates Pertaining to the New Pre-K – 12 School, Mr. Curtis Potter, CM/CA a) GMP b) Debt Service c) Timeline
Item 3	6:35 PM	Approve Funding Agreement Amendment, Mr. Curtis Potter, CM/CA
Item 4	6:50 PM	Approve Old Change Orders for Pre-K – 12 School Project, Mr. Curtis Potter, CM/CA
Item 5	7:05 PM	Approval of Letter of Intent to Proceed with Limited Shop Drawings and Site Prep, Mr. Curtis Potter, CM/CA
Item 6	7:20 PM	Approve Next Needs Based Public School Capital Fund Grant Distribution Request, Mr. Curtis Potter, CM/CA
Item 7	7:30 PM	Closed Session has been scheduled according to NCGS§143-318.11(a)(3) (attorney-client privilege

#### Adjourn



April 11, 2023

Washington County Mr. Curtis Potter, County Manager 116 Adams Street Plymouth, NC 27962

RE: Metcon's Preliminary GMP Cost Summary—Washington County Schools New Washington PK-12

Dear Curtis,

Metcon is pleased to submit the GMP Cost Summary portion of our Guaranteed Maximum Price Proposal for the above referenced project. This GMP totaling Sixty-Eight Million Eight Hundred and Eighty- Eight Thousand Nine Hundred and Thirty-Six Dollars, (\$68,888,936) incorporates the costs of previously executed and pending Change Orders CO#1, CO#2 and CO#3; the accepted Value Engineering items identified in the Washington County Schools VE Log dated 4/11/23 and the Allowance Log dated 4/11/23. Also included for reference is a current Project Budget Comparison dated 4/11/23 that shows the total estimated amount to be financed by the County as \$19,795,142. This Proposal assumes that a Letter of Intent will be issued by Washington County allowing us to commit to key subcontractors to mitigate potential price escalation before 4/18/23. This will also allow SfL+a to commence revising the contract documents and have a final revised set including specifications issued by 5/30/23.

Metcon will need an additional 10 working days or until 4/25/23 to finalize all the Value Engineering Narratives and Assumptions and Clarification that our guaranteed maximum price proposal is based upon. Please note that this remaining exercise is only a refinement of the GMP Proposal to provide total transparency of what our proposal was based upon and will not increase the guaranteed maximum cost stated above. In addition, we will provide a summary sheet for each bid package identifying the base bid with deductions for accepted value engineering alternatives. We will enumerate all documents, drawings, specifications, and applicable correspondence throughout the bid process. A detailed construction schedule, phasing plan and a detailed list of all general conditions items will also be included within the final GMP Proposal.

The journey to get the project within budget was a challenging one but through the extraordinary efforts of our design partner and subcontractors, we were not only able to achieve the budget but were able to incorporate back into the project elements previously excluded that will add to the longevity of the building for decades to come. Those items include cladding the entire building in masonry, glass, and durable metal panels; adding terrazzo flooring throughout the Commons Area in lieu of Luxury Vinyl Tile and a roof made from only the highest material and standards including a 30-year warranty. We are also pleased to share that not a single square foot of the building footprint or instructional programming was removed from the project. Unfortunately, we were not able to incorporate any of the Energy Positive design elements within the allotted budget constraints. Should additional funding be secured in the years ahead, these items could easily be incorporated back into the project if desired.

Whereas we were able to overcome the budget challenge, the next challenge will be to revise the design documents to incorporate all the accepted value engineering alternatives while still maintaining the budget. Since Metcon is responsible for maintaining the construction budget, this introduces a significant added risk not accounted for previously. As a result of all the post bid scope revisions caused by the value engineering exercises this past month and a half, the likelihood of Metcon missing some scope or introducing an

unforeseen coordination issue has greatly increased thus potentially straining our limited CM Construction Contingency. The original stated CM Construction Contingency of 2% did not foresee this type of added risk caused by extensive post bid scope revisions. We believe an increase in the CM Construction Contingency from 2% to 2.5% more justly addresses the increased risk. This increase in our contingency has been offset by some reduction in stated Allowances and reduced general conditions. Any subsequent value engineering cost reductions received after this date shall be held within a newly created allowances called "Refined Scope Allowance" and shall be used to offset potential cost increases associated with the anticipated 5/30/23 revised document issuance. We will still honor our voluntary fee reduction from 5% to 4.5% as an expression of our continued commitment to Washington County, Washington County Schools and the future children of Washington County that will call the New PK-12 Facility home.

Should you have any questions or suggested revisions please let me know.

As always, it is our privilege to be part of this incredible project and serve the needs of Washington County and Washington County Schools.

Michael J. Konieczka

Project Executive Metcon, Inc.

Attachments:

WCS Project Budget Summary dated 4/11/23

WCS GMP Summary dated 4/11/23

WCS Value Management Log dated 4/11/23

WCS Allowance dated 4/11/23



# Washington County School - Washington PK-12 School

Plymouth, NC



Tuesday, April 11, 2023 Project Budget Summary

Project	Buag	et Summai			200	- selection and the second second	949,00	777
THE RESIDENCE OF THE PARTY OF T		COST 3/12/2022		rd Approved uction Budget		urrent GMP PHASE I		MP BUDGET PHASE II
and the second s					\$	59,681		
Surveys / Borings					\$	275,000	\$	30,000
Special Inspections					φ	275,000		
Specialty Consultants								
Land		190,000	S	100000	S	334,681	S	30,000
	S	1904000	9					
onstruction Cost			\$	68,111,702	s	78,130,865		
New Construction			9	00,111,702				
Basic building including and basic site								
Additional Elementary school classrooms								
New Gym and Aux Gym in base bid now					Exclu	ided		
Solar Generation will be an alternate								
Ballfields and Fieldhouse will be an alternate					S	(11,178,278)		
Scope reductions / Value Engineering								
Added space in the kitchen					Exclu	ided		
Geothermal					Exclu			
Electrochromic Glazing								
Renovations- Phase 2							\$	1,000,00
Early College Renovations							\$	8,000,00
Ballfields, Grading, Sitework, Bleachers, Fencing,							D.	8,000,00
Concessions/Fieldhouse							\$	1,200,00
Selective demolition at Creswell and WCHS							ap.	1,200,00
Furniture and Equipment - Phase 2							\$	2,087,50
Technology							\$	4,620,00
Furniture							*	1,020,00
Pines Elementary School - Demo/ Fencing/ General Conditions 3			\$	896,479	\$	1,252,423		
Months								
					\$	26,199		
Change Order #2 Change Order #3					S	323,046		
Construction/Renovation/Demo Cost Total Cost Total								
v g : (100)					Inclu	ided Above		
Inflation (12% per year)lncluded in cost per sf Inflated Construction Cost Total								
Owner Construction Cost Total Owner Construction Contingency From Soft Cost								A 1-1
Total Construction Cost	S	58,151,487	S	69,008,181	S	68,888,936	S	16,967,50
	s	4,652,119			\$	5,166,670	\$	1,357,40
Soft Cost @7.5%		\$1,744,545	\$	1,744,545	\$	1,744,545		509,02
Owner's Contingency 3% (2.54%)		\$1,744,040	*		100			270.000.000
TOTAL ESTIMATED PROJECT COST	S	64,738,150	S	70,752,726	S	75,800,151	\$	18,833,92
**Budget does not include instructional materials	-				¢.	240,000		
Plus: Estimated Cost of Issuance	\$	240,000			\$			
Less: Needs Based Grant	\$	(50,000,000)			\$	(50,000,000)		
Less: ESSER Funding	\$	(3,500,000)			\$	(1,000,000)		
Less: Assumed Cash Contribution By County	\$	(1,000,000)			\$	(150,000)		
Less: DOT Grant and Energy Conservation Grant	\$	(150,000)		70 752 726	- Contract of	21,390,151		18,833,9
Fotal Estimated Amount Financed by County Before Rebate	S	10,328,150	S	70,752,726	3	21,590,151	9	10,000,0
Inflation Reduction Act Tax Rebate	\$	ā			e	(1,595,009	1	
Sales Tax Reimbursement*			0	70,752,726	S	19,795,142		18,833,92
Total Estimated Amount Financed by County	S	10,328,150	<b>S</b>	/0,/52,/20	9	19,793,142	-171	10,000,00



4/11/2023 2:28 PM

#### New Washington PK-12 School **Washington County Schools** Plymouth, NC GMP Summary - April 11, 2023 Change Order 01 Demo GMP Change Order 02 Change Order 03 Change Order 03 Change Order 03

MWSBE %

Bid Packages	Bid Package Description	Change Order 01 Demo GMP	Change Order 02	Change Order 03	New Construction GMP	Apparent Low Bidder	\$/sqft	MWSBE \$	MWSBE %
	General Trades	Demo GMP			\$625,650.00	Berry Building Group Inc.	\$ 3.75	\$0.00 \$299,999.99	100%
BP015000 BP017000	Final Cleaning				\$299,999.99	Classic Cleaning LLC	\$ 1.80 \$ 2.57	- univident minutes and the second	100%
BP017000 BP024000	Demo	\$428,710.00				Trifecta	\$ 2.57 \$ 12.82	\$2,140,000.00	100%
BP033000	Cast-In-Place Concrete				\$2,140,000.00	Skyrock Construction LLC	\$ 7.05	\$0.00	0%
BP034100	Prestressed Hollow Core Planks				\$1,177,300.00	Core Slab - Proposal	\$ 35.32	\$170,000.00	3%
BP042000	Masonry				\$5,895,000.00	Southeastern Contracting, Inc.	\$ 19.93	\$0.00	0%
BP051000	Structural Steel				\$3,325,696.00	North State Steel, Inc.	\$ 7.03	\$0.00	0%
BP061000	Glued Laminated Beams - Material, Design, Delivery				\$1,173,388.75	Structural Wood Systems	\$ 0.82	\$0.00	0%
BP062000	Glued Laminated Beams - Erections Only				\$137,000.00	North State Steel, Inc.	2 0.02	ψ0.00	
Broozooo	Firestopping, Waterproofing, Joint Sealants &				20000000000	and the state of the Company	\$ 4.27	\$0.00	0%
BP071000	Expansion Joints				\$712,119.00	Strickland Waterproofing Company	\$ 6.04	\$0.00	0%
BP072400	EIFS				\$1,008,815.00	Advance Exterior Systems	\$ 2.89	\$0.00	0%
BP074000	Wall Panels				\$483,000.00	Advance Exterior Systems	\$ 21.39	\$0.00	0%
BP075000	Turnkey Roofing				\$3,570,000.00	AAR of North Carolina, Inc.	\$ 4.11	\$0.00	0%
BP081000	Doors, Frames, & Hardware				\$686,000.00	East Cost Access, LLC	\$ 0.55	\$0.00	0%
BP083000	Specialty Doors				\$91,400.00	Custom Doors & Gates	\$ 24.05	\$4,014,768.00	100%
BP084000	Aluminum Windows - Entrance - Storefront				\$4,014,768.00	A1 Glass	\$ 11.50	\$1,919,380.00	100%
BP092000	Metal Framing and Gypsum Board Assemblies				\$1,919,380.00	NJR Construction LLC	\$ 1.24	\$20,200.00	10%
BP093000	Hard Tile				\$206,235.00	Concordia Building	\$ 7.27	\$0.00	0%
	Acoustical Ceilings & Panels				\$1,213,415.00	Precision Walls		\$0.00	0%
BP095000	LVT, VCT, Rubber Base, Carpet Tile & Sheet Carpet				\$467,040.00	Brock Contracting	\$ 2.80 \$ 1.43	\$0.00	0%
BP096000	Wood Strip Flooring & Resilient Athletic Flooring				\$239,400.00	Scott Equipment & Surfacing	and the same of th	\$0.00	0%
BP096400	Terrazzo Flooring				\$695,417.00	David Allen		\$452,880.00	100%
BP096600	Painting and Coating				\$452,880.00	United Painting Services		\$24,998.00	100%
BP099000	Exterior and Interior Signage				\$24,998.00	AOA	\$ 0.15	\$0.00	0%
BP101000	Visual Displays & Tackable Wallcoverings				\$198,750.00	Martin Architectural Products	\$ 1.19	\$0.00	0%
BP101100	Specialties, Toilet Partitions and Accessories				\$215,500.00	DJAC Specialties	\$ 1.29	\$0.00	0%
BP102000	Operable Partitions	Not Applicable			Not Applicable		\$ -	\$0.00	0%
BP102200	Metal Lockers, Shelving & Benches				\$74,000.00	Scott Equipments & Surfacing	\$ 0.44	\$0.00	0%
BP105000	Canopies and Walkway Coverings				\$333,270.00	East Cost TVM, LLC	\$ 2.00 \$ 2.77	\$0.00	0%
BP107300	Food Service Equipment				\$462,300.00	11400 Inc		\$0.00	0%
BP114000	Athletic Equipment				\$141,747.00	M Michael Elkis	\$ 0.85	60.00	0%
BP116600	Window Treatments	\$0.00			\$0.00	Included with Allowances	\$ -	\$0.00	0%
BP122413	Casework				\$1,268,964.00	Blankenship	\$ 7.60	\$0.00	0%
BP123000	Telescoping Bleachers				\$201,900.00	Scott Equipment	\$ 1.21		0%
BP126600	Fire Suppression				\$781,084.00	Allied Fire Protection, Inc	\$ 4.68	\$0.00	0%
BP210000	Plumbing				\$2,359,875.00	Baker Mechanical Inc.	\$ 14.14	\$0.00	0%
BP220000	HVAC				\$10,097,750.00	Baker Mechanical Inc.	\$ 60.50	\$0.00	100%
BP230000	Electrical				\$12,000,000.00	MW Electrical	\$ 71.90	\$12,000,000.00	10%
BP260000	Sitework, Utilities, Paving, Sidewalks, Fencing				\$6,125,000.00	FSC II LLC dba Fred Smith Company	\$ 36.70	\$615,000.00	0%
BP310000	Construction Fencing	\$99,500.00			\$0.00	Frye Fence Co. Inc.	\$ 0.60	\$0.00	0%
BP323000		400,000.00			\$348,500.00	L.R. Griffin & Associates	\$ 2.09	\$0.00	
BP329000	Landscaping				\$1,858,254.00	8M Solar	\$ 11.13	\$1,858,254.00	100%
BP481400	Solar PV Package						S -		_
	Additional Allowance for Erosion Control	\$10,000.00				A Property and the second	\$ 0.06		-
Metcon	CO#2 - Demo Existing Pine Trees per RFi#001	\$10,000.00	\$10,500.00			Trifecta	\$ 0.06		-
Metcon	CO#2 - Demo of Extra Utilities per Revised Drawings		\$13,833.30			Trifecta	\$ 0.08		-
Metcon	CO#3 - Purchase of New Classroom Trailer in Lieu of		7.1.7						
				\$129,042.00		Modular Technologies, Inc	\$ 0.77		-
Metcon	Renting Construction Trailer			\$171,000.00		Direct Purchase	\$ 1.02		-
Metcon	CO#3 - Purchase of Long Lead Electrical Switchboard					700	000 705231		
	CO#3 - Establish Allowance for Purchase of			\$50,000.00		Allowances	\$ 0.30		-
Metcon	Greenhouse Kit for Delivery 6/1/23	_			\$755,000.00		\$ 4.52		_
Metcon	GMP Allowances Removed - Purchase of Greenhouse Kit For Delivery	_							
				(\$50,000.00)			\$ (0.30)	Total Control of the	- ACCUPANT
Metcon	6/1/23		604 222 20	\$300,042.00	\$67,780,795.74		\$ 411.28	\$23,944,189.99	35%
	Subtotal of Bid Packages:	\$538,210.00	\$24,333.30		\$2,998,000.00		\$ 19.95	N-03-5-5-5	4
LS	General Conditions	\$331,886.00	\$0.00	\$0.00	\$2,998,000.00		\$ 11.82		
2.500%	Construction Manager's Building Contingency	\$19,148.46	\$0.00	\$0.00	and the second s		1		
LS	Owner's Contingency	\$0.00	\$0.00	\$0.00	\$0.00	NAME OF TAXABLE PARTY.	\$ 443.05		40.00
-	Construction Cost Subtotal:	\$889,244.46	\$24,333.30	\$300,042.00	\$72,732,067.36				1
4,500%	Metcon Fee:	\$44,462.22	\$1,216.67	\$15,002.10	\$3,272,943.03		\$ 19.88		
4,500%	THOUGHT 1 00:						6 400 00		1000
	Construction Cost with Fees:	\$933,706.68	\$25,549.97	\$315,044.10	\$76,005,010.39		\$ 463.03		
	GL / Umbrella / Professional Liability / Pollution / WC I		\$265.72	\$3,276.46	\$790,452.11		\$ 4.82		-
1.040%		\$2,334.27	\$63.87	\$787.61	\$190,012.53		\$ 1.16		-
0.250%	Builders Risk	\$0.00	\$0.00	\$0.00	\$0.00		\$ -		-
0.000%	Building Permit - BY OWNER	\$11,671.33	\$319.37	\$3,938.05	\$950,062.63		\$ 5.79		-
1.250%	Payment & Performance Bond	\$11,071.00	9010.07	\$0,000.00	\$195,327.16		\$1.17		
0.250%	Technology	SAME WAS AS	000 400 00	6222 046 22	\$78,130,864.82	THE RESERVE OF THE PARTY OF THE	\$ 475.96		
	GMP Phase I - Total Cost:	\$957,422.83	\$26,198.93	\$323,046.22	\$0.00		\$ 1.77		
LS	Precon Fee	\$295,000.00			THE PARTY OF THE P		\$ 477.73		-
-	Total Construction Cost:	\$1,252,422.83	\$26,198.93	\$323,046.22	\$78,130,864.82		9 411.13		
				No. No. of the last of the las	FATAL SE	A STATE OF THE REAL PROPERTY.	45 N 160	The second	1000
	Total Project Construction Cost:		\$79,7	32,532.80					
	Surveys/ Inspections		\$33	4,681.00					
	Cost Saving/ VE			178,278.00)					
			\$68	388,935.80					
1000	Total Project Construction Cost w/ VE		700/	1001000					
	Total Project Construction Cost w/ VE			008,181.40					
	Total Project Construction Cost w/ VE Estimated DD Budget: Delta:		\$69,						



Take only with MEP 7,10, 11, 12 & 14 - Owner Take escalation Risk \$0 Added 150K in Allowances (\$5,822) 8 20 8 20 \$ 20 8 8 Rejected Amount Accepted Amount Targeted Amount 20 \$0 \$0 (\$33,754) 20 8 20 (\$392,104)(\$33,754) (\$3,094,080) (\$573,783) (\$11,251) (\$45,005) (\$56,256) 8 20 (\$61,882) 20 (\$73,133)\$0 200 \$0 30 \$0 S Status Pending Amount 20 30 8 \$00 \$0 \$0 S 0\$ \$0 200 20 \$0 20 œ A × œ œ A A A × × (\$5,822) (\$33,754) (\$73,133) (\$392,104)(\$56,256) (\$33,754) (\$61,882) (\$45,005) (\$573,783) (\$11,251) (\$3,094,080) (53.757,873)Total Remove floor protection from General Trade Package Sitework Subtotal Estimate Adjustments Subtotal VE to remove painting asphalt on columns below grade Reduced Maintenance scope for Landscaping Remove Base bid for Landscaping Package Description Reduce General Trade workforce Reduced permanent seeding Drywall - Reduced blocking Mechanical Cost Estimate Reduction of Import Fill Remove Drip Irrigation Adjusted Price By MW Estimate Adjustments Structure VE Items Sitework VE Items Site 1 Site 3 Site 5 ST 1 Site 4 Site 2 Item # EA 2 EA3 EA 4 EA 5 EA 1



										7				
Remarks			THE PARTY OF					Can pick only one out of SKS, Sk6 and SK7	Can pick only one out of SK5, Sk6 and SK7	Can pick only one out of SK5, Sk6 and SK7			6	
Targeted Amount	0\$	(\$5,822)	1	0\$	0\$	0\$	0\$	08	0\$	08	0\$	08	(\$16,877)	0\$
Accepted Amount	(\$12,151)	(\$12,151)	THE SOUTH	(\$67,507)	0\$	(\$34,316)	0\$	(\$179,175)	0\$	08	(\$6,976)	(\$79,884)	0\$	0\$
Rejected Amount	0\$	0\$		0\$	(\$39,379)	0\$	(\$18,564)	0\$	(\$433,059)	(\$415,957)	0\$	0\$	0\$	(\$21,760)
Pending Amount	0\$	0\$	TO SECOND	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$
Status	A			A	œ	Y .	œ	A	œ	œ	4	A	-	œ
Total	(\$12,151)	(\$17,974)	The Party of the	(\$67,507)	(\$39,379)	(\$34,316)	(\$18,564)	(\$179,175)	(\$433,059)	(\$415,957)	(926,936)	(\$79,884)	(\$16,877)	(\$21,760)
Description	Cooling Tank Pad	Structure Subtotal	Items	Brick, Sill ILO of Precast Sill	Glass savings shifting to G2 (SN68) glazing in lieu of GL3, 4 and 5 glazing	CW savings for mullion deletion for CW01, CW03 thru CW12	Remove radius CW fins	30yr warranty - 80 Mil TPO FleeceBack	20yr warranty - 24ga Edge Metal stripped in lieu of Coated TPO Metal 60 Mil TPO Bareback in Lieu of 80 Mil TPO FleeceBack	25yr Warranty Coated Edge Metal is still required for 25yr 60 Mil TPO Bareback in Lieu of 80 Mil TPO FleeceBack	To remove from scope of work - 10" Strips 80 Mil TPO at Solar Panel Ballasted Racks	Metal Panels - Scope Definition / Parapet back	Hohman and Barnard Textroflash in lieu of the specified Stainless Steel Flashing	Canopies - two coat ILO three coat Kynar paint
Item #	ST 2		Skin VE Items	SK 1	SK 2	SK 3	SK 4	SK 5	SK 6	SK 7	SK 8	SK 9	SK 10	SK 11



Remarks	1000年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	THE RESERVE THE PARTY OF THE PA	The state of the s	Related to Alternate 2 and Alternate 2A		\$0 Allowance Carried for \$40K	\$0 Need to find other alternative options										
ount	- W			\$0 Related t	\$0 Related t	\$0 Related t	\$0 Related 1	0\$	\$0 Allowan	\$0 Need to	(\$2,699)	(\$963)	(\$6,212)	(\$2.604)	O\$	<u> </u>	
Targeted Amount	(\$16,877)										S		8)	8		(\$12,478)	
Accepted Amount	(\$367,858)			0\$	OS SO	08	80	(\$152,904)	(\$168,318)	(\$379,841)	0\$	0\$	80	0\$	(\$79,884)	(\$780,946)	
Rejected Amount	(\$928,719)			(\$56,193)	(\$8,762)	(\$20,780)	(\$10,685)	\$0	0\$	\$0	\$0	0\$	\$0	0\$	0\$	(\$96,421)	
Pending Amount	\$0			0\$	0\$	0\$	08	0\$	O\$	0\$	0\$	0\$	0\$	0\$	08	0\$	
Status		Ì		æ	œ	œ	œ	Ą	A	A	ь	<b>-</b>	-	-	A	3	
Total	(\$1,313,454)			(\$56,193)	(\$8,762)	(\$20,780)	(\$10,685)	(\$152,904)	(\$168,318)	(\$379,841)	(\$2,699)	(£96\$)	(\$6,212)	(\$2,604)	(\$79,884)	(\$389,844)	
Description	Skin Subtotal	Einichac VE Hame	S VE IICIIIS	Rubber Base ILO Terrazzo	Terrazzo Specs - Domestic Chips	Terrazzo Specs - 400 Grits	Terrazzo Colors	Masonry interior Sill ILO blue stone/ Solid Surface	Replace the Feature wall and Carry An Allowance	Moveable Cubbies to FFE Budget	To use our private label green epoxy shelving in lieu of plastic specified	To use our private label brand pan rack, 12 pan, aluminum construction assembled	40 To use Jackson Equal Alternate Dishmachine	Additional Kitchen equipment VE	Standard Color Plus Panels	Finishes Subtotal	
Item #		Finichoe		H	F2	F3	F 4	F 5	F6	F7	F 8	н 6	F 10	F 11	F 12		



Description	Total	Status	Pending Amount	Rejected Amount	Accepted Amount	Targeted Amount	Remarks
Remove EV Chargers & Wires	(\$460,541)	œ	0\$	(\$460,541)	0\$	0\$	Conduit will be in metcon contract
Contemporary Architectural Troffers - Change to Flat Panels	(\$31,228)	œ	0\$	(\$31,228)	0\$	0\$	
Remove Theatrical Product & Install	(\$116,792)	œ	0\$	(\$116,792)	0\$	0\$	
Replace Lighting VE w/ Theatrical	(\$432,288)	œ	0\$	(\$432,288)	0\$	0\$	
Change Generator from NG to Diesel	(\$26,683)	œ	0\$	(\$26,683)	0\$	0\$	
Div 27& 28 - Alternate Product	(\$408,078)	A	08	0\$	(\$408,078)	0\$	
Remove Ice Storage Tank	(\$2,497,767)	A	\$0	0\$	(\$2,497,767)	0\$	Included MEP 7, 10, 11, 12 and 14
Aquatherm or Nyron Piping mains ILO Black Iron Welded (21/2" & Larger)	(\$22,502)	α	0\$	(\$22,502)	0\$	0\$	Rejected by the design Team
Maxpress Piping ILO Black Iron Threaded (2" & Smaller)	(\$22,502)	œ	0\$	(\$22,502)	0\$	0\$	Rejected by the design Team
Eliminate Seismic Roof Curbs - Cat B does not Require per building code	0\$	A	0\$	0\$	0\$	0\$	Included w/ MEP 10
Open Specs for All major and minor equipments	0\$	A	0\$	0\$	\$0		\$0 Included w/ MEP 10
Open Specs for all Controls	0\$	A A	\$0	0\$	0\$	0\$	Included w/ MEP 10
Alternate Acid Waste System - Alternate Piping	(\$84,384)	æ	0\$	(\$84,384)	0\$	100	\$0 Take either this one or MEP 13A
Alternate Acid Waste System	(\$106,886)	A	\$0	0\$	(\$106,886)		\$0 Take either this one or MEP 13
Owner Take Escalation Risk	S	88	0\$	0\$	0\$		\$0 Included w/ MEP 10



Remarks											Market III					
		Included with MEP VE 7	Basic System provided								1000000					**
Targeted Amount	OS	0\$	0\$	0\$	0\$	0\$	08	80	0\$	\$0		0\$	0\$	0\$	0\$	0\$
	0\$	0\$	0\$	0\$	0\$	OS	0\$	0\$	0\$	(\$3,012,731)		(\$787,584)	(\$100,338)	0\$	(\$84,384)	(\$972,306)
	(\$64,269)	0\$	0\$	(\$35,531)	(\$20,978)	(\$78,758)	(\$123,763)	(\$64,326)	(\$80,868)	(\$1,665,413)		0\$	0\$	(\$1,153,248)	0\$	(\$1,153,248)
Pending Amount	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	80		0\$	0\$	0\$	0\$	\$0
Status	œ	A	œ	œ	œ	œ	œ	œ	~			A	¥	œ	A	
Total	(\$64,269)	\$0	0\$	(\$35,531)	(\$20,978)	(\$78,758)	(\$123,763)	(\$64,326)	(\$80,868)	(\$4,678,144)		(\$787,584)	(\$100,338)	(\$1,153,248)	(\$84,384)	(\$2,125,554)
Description	Option for Gear for all gear including MSB	Updated Chiller Size	Basic Plumbing Fixtures	PV System Rough IN	PVC 90s for HR vs RGC for all Conduits less than 300 Ft.	Electrical Bond Credit - Price Cut	MC Cable in all Metal Stud Walls and Accessible Ceiling	BDA system is not needed based on Survey	ABB Gear	MEP Subtotal	General VE Items	Quick Pay @ 2.00%	Remove LD from the project	Dark Shell building sqft by 5000 sqft	Masonry Schedule - Sub Suggested Schedule	General Subtotal
Item #	MEP 15 (	MEP 16 1	MEP 17	MEP 18	MEP 19	MEP 20	MEP 21	MEP 22	MEP 23		Seneral	61	62	63	6.4	



Remarks			,					Carry an Allowance for Installation	For Constructibility Reason Rejected	8	Move into phase II of the project					7
Targeted Amount	S	28	0\$	0\$	OŞ	08	0\$	0\$	3 0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$
Accepted Amount	con acce	\$500,023	0\$	0\$	(\$2,360,788)	0\$	0\$	299,967	\$0	0\$	(\$158,079)	0\$	0\$	0\$	0\$	0\$
Rejected Amount	6	0\$	(\$314,471)	8008	0\$	80	\$3,195,040	\$0	(\$112,512)	80	0\$	0\$	0\$	0\$	\$0	0\$
Pending Amount		0\$	0\$	0\$	\$	0\$	\$0	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$
Status		<b>4</b>	œ	œ	A	œ	œ	A	œ	A	A	œ	<u>«</u>	œ	œ	œ
Total	P. Service	\$605,523	(\$314,471)	809\$	(\$2,360,788)	0\$	\$3,195,040	299,967	(\$112,512)	0\$	(\$158,079)	\$0	80	\$0	0\$	80
Description	saj	Metal Panels in lieu of EIFS	LVT Flooring in Lieu of Terrazzo	Ceramic Tile in Lieu of Terrazzo	Delete Solar Panels and Battery System	Cold Fluid Applied Roofing in lieu of TPO Roofing	Electrochromic Glazing in lieu of Standard Tinted Glaze	Greenhouse and Pad as Shown in Documents	Remove Topping Slabs at Concrete Hollow Core Planks	Not Used	Remove Parking Lot for 250 Cars	PB ALT 1 DDC Controls (Trane)	2 Air Terminal Units (Trane)	3 Water Chillers Air Cooled (Trane)	PB ALT 4 Central Station Air Handlers (Trane)	5 Packaged, Outdoor, Central Station Air-Handling Units (Trane)
Item #	Alternates	ALT 1	ALT 2	ALT 2A	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7	ALT 8	ALT 9	PB ALT	PB ALT 2	PB ALT 3	PB ALT	PB ALT 5



Remarks				一日 はない をながって										
Targeted Amount	0\$	0\$	0\$	(\$35,177)	Targeted	0\$	(\$5,822)	(\$16,877)	(\$12,478)	05	\$0	(635,177)	80	\$0
Accepted Amount Targeted Amount	0\$	08	(\$1,813,378)	(\$7,385,228)	Accepted	(\$425,858)	(\$12,151)	(\$367,858)	(\$780,946)	(\$3,012,731)	(\$972,306)	(\$6,571,851)	(\$3,757,873)	-\$1,813,378
Rejected Amount	\$33,754	0\$	\$2,802,418	(\$1,232,653)	Rejected	(\$191,270)	0\$	(\$928,719)	(\$96,421)	(\$1,665,413)	(\$1,153,248)	(\$4,035,071)	0\$	\$2,802,418
Pending Amount	0\$	0\$	\$0	0\$	Pending	0\$	\$00	\$0	0\$	0\$	0\$	\$0	0\$	\$0
Status	œ	œ			Items	2	7	11	12	24	4	58	5	17
Total	\$33,754	0\$	\$989,040	(\$8,653,059)	Total	(\$617,128)	(\$17,974)	(\$1,313,454)	(\$889,844)	(\$4,678,144)	(\$2,125,554)	(\$9,642,099)	(\$3,757,873)	\$989,040
Description	PB ALT 6 Fire Alarm Control Unit (Edwards)	PB ALT 7 Cable Trays for Electrical Systesm (Cooper B-Line)	Alternates Subtotal	Total	VE Categories	Sitework Subtotal	Structure Subtotal	Skin Subtotal	Finishes Subtotal	MEP Subtotal	General Subtotal	VE Total	Estimate Adjustments	Alternates Subtotal
Item #	PB ALT 6	PB ALT 7		R										



## **Washington County School**

## Washington PK-12 School - Allowances

Allowance	Bid Package	Description	Al	lowance
No.	Number	Descripcion		Amount
1	METCON	Window Treatment at Admin & Office	\$	60,000
2	BP081000	Doors & Frames	\$	20,000
3	BP081000	Hardware Including Door Access	\$	20,000
4	BP101000	Signage Allowances	\$	50,000
5	The state of the s	Temporary Roads	\$	40,000
6		Unsuitable Soil	\$	75,000
7		Asphalt Index - Escalation	\$	45,000
8		Glass and Glazing - Escalation	\$	35,000
9		Condition Power	\$	70,000
10		Additional Greenhouse - Additional Size - Install and Slab	\$	65,000
11		Metal Panel / Roofing undefined scopes	\$	70,000
12		Landscape Allowance	\$	150,000
13		Feature Wall & Vestibule Bench	\$	40,000
14		Surveying	\$	15,000
		GMP ALLOWANCE TOTAL	\$	755,000

# School Project Funding Discussion Materials

## Washington County, North Carolina



April 13, 2023



## PreK-12 School Project Schedule and Budget Overview



#### PreK-12 School Project

- The current estimated total project cost is \$76,540,151 as shown in the table to the right.
  - The County and Schools have been awarded two grants that will pay a portion of the total project cost:
    - Needs Based Public School Capital Fund ("NBPSCF") Grant of \$50,000,000
    - 2. DOT and Energy Conservation Grant of \$150,000.
  - The Board of Education anticipates utilizing \$3,500,000 of Elementary and Secondary School Emergency Relief Funding ("ESSER") for this project.
  - Additionally, there is \$1,500,000 of School Capital outlay Funds that are anticipated to be available for project funding.

#### **Budget Overview**

	Α	В
	Description	Amount
1	Project Costs	
2	Construction	68,888,936
3	Architect	5,166,670
4	Contingency	1,744,545
5	Subtotal	75,800,151
6	Soft Costs	
7	Land	500,000
8	Technology <sup>1</sup>	-
9	FF&E <sup>2</sup>	-
10	Cost of Issuance Estimate	240,000
11	Subtotal	740,000
12	Grand Total Project Cost Estimate	76,540,151
13	Less: Federal/State Grants and Appro	priations
14	NBPSCF Grant	(50,000,000)
15	DOT / Energy Conservation Grant	(150,000)
16	ESSER	(3,500,000)
17	Subtotal	(53,650,000)
18	Less: Sales Tax Reimbursement (Estimate)	(1,595,009)
19	Net Funding Requirement	21,295,142
20	Less: School Capital Outlay Fund Balar	псе
21	FY 2022 Balance	(1,246,258)
22	FY 2023 Surplus <sup>3</sup>	(253,742)
23	Reserve For Debt Service	-
24	Subtotal	(1,500,000)
25	Net Borrowing Requirement	19,795,142

<sup>&</sup>lt;sup>1</sup> Board of Education is providing Technology.



 $<sup>^{\</sup>rm 2}$  Board of Education is using existing FF&E.

<sup>&</sup>lt;sup>3</sup> Restricted Sales tax of \$653,742 less annual capital funding of \$400,000.

## **Estimated Amortization Schedule**



#### Financing Assumptions and Amortization Schedule

Financing Assumptions:	
Closing Date:	5/16/2023
Truist Acceptance Deadline:	March 28th
Truist Closing Deadline:	May 19th
First Interest Payment:	12/1/2023
First Principal Payment:	12/1/2024
Final Maturity:	12/1/2042

1-Vear Interest Only Period

	1-Year Interest Only Period										
Fiscal Year	Interest Rate	Principal	Interest	Total							
2024	4.02%	-	431,058	431,058							
2025	4.02%	1,042,000	795,799	1,837,799							
2026	4.02%	1,042,000	753,911	1,795,911							
2027	4.02%	1,042,000	712,022	1,754,022							
2028	4.02%	1,042,000	670,134	1,712,134							
2029	4.02%	1,042,000	628,246	1,670,246							
2030	4.02%	1,042,000	586,357	1,628,357							
2031	4.02%	1,042,000	544,469	1,586,469							
2032	4.02%	1,042,000	502,580	1,544,580							
2033	4.02%	1,042,000	460,692	1,502,692							
2034	4.02%	1,042,000	418,804	1,460,804							
2035	4.02%	1,042,000	376,915	1,418,915							
2036	4.02%	1,042,000	335,027	1,377,027							
2037	4.02%	1,042,000	293,138	1,335,138							
2038	4.02%	1,042,000	251,250	1,293,250							
2039	4.02%	1,042,000	209,362	1,251,362							
2040	4.02%	1,042,000	167,473	1,209,473							
2041	4.02%	1,042,000	125,585	1,167,585							
2042	4.02%	1,041,000	83,696	1,124,696							
2043	4.02%	1,041,000	41,848	1,082,848							
Total		19,796,000	8,388,367	28,184,367							

Note: Assumes Truist 10-Year Par Call interest rate of 4.02%.

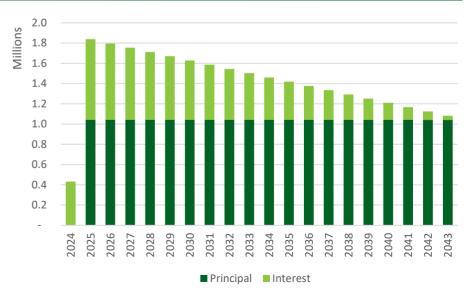
Note: Cost of Issuance Expenses would be deducted from loan proceeds.

April 13, 2023

#### Sources and Uses Summary

	Description	Amount
1	Sources:	
2	Par Amount	19,796,000
3	Total Sources	19,796,000
4	Uses:	
5	Capital Project Fund	19,555,142
6	Cost of Issuance	240,000
7	Subtotal Project Funding	19,795,142
8	Rounding	858
9	Total Uses	19,796,000

#### **Annual Debt Service Payments**



BOCC Package 4.18.23 - Page 013

3

Washington County, NC

## School Capital Outlay Fund

#### \$19,796,000 Financing – 1-Year Interest Only Period

No Tax Impact

Α	В	С	D	E	F	G	Н	I	J	K	L	М	N	0
									i	D	ebt Service Cash	Flow Surplus (Defici	t)	_
FY	Proposed Debt Service	Annual Capital Contribution <sup>1</sup>	Project Equity Contribution <sup>2</sup>	Total	Restricted Schools Tax <sup>3</sup>	Lease Payments from School Board <sup>4</sup>	General Fund Contribution	Total Revenues Available	I I I Surplus/ I (Deficit)	Revenue From Prior Tax Impact	General Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	School Capital Outlay Fund Reserve Balance <sup>5</sup>
									i					1,246,258
2023	-	400,000	500,000	900,000	653,742	-	-	653,742	(246,258)	-	(246,258)	-	-	1,000,000
2024	431,058	400,000	1,000,000	1,831,058	640,000	-	191,058	831,058	(1,000,000)	-	(1,000,000)	-	-	-
2025	1,837,799	100,000	-	1,937,799	640,000	400,000	897,799	1,937,799	-	-	-	-	-	-
2026	1,795,911	100,000	-	1,895,911	640,000	400,000	855,911	1,895,911	_	-	-	-	-	-
2027	1,754,022	100,000	-	1,854,022	640,000	400,000	814,022	1,854,022	-	-	-	-	-	-
2028	1,712,134	100,000	-	1,812,134	640,000	400,000	772,134	1,812,134	-	-	-	-	-	-
2029	1,670,246	100,000	-	1,770,246	640,000	400,000	730,246	1,770,246	_	-	-	-	-	-
2030	1,628,357	100,000	-	1,728,357	640,000	400,000	688,357	1,728,357	-	-	-	-	-	-
2031	1,586,469	100,000	-	1,686,469	640,000	400,000	646,469	1,686,469	-	-	-	-	-	-
2032	1,544,580	100,000	-	1,644,580	640,000	400,000	604,580	1,644,580	-	-	-	-	-	-
2033	1,502,692	100,000	-	1,602,692	640,000	400,000	562,692	1,602,692	-	-	-	-	-	-
2034	1,460,804	100,000	-	1,560,804	640,000	400,000	520,804	1,560,804	-	-	-	-	-	-
2035	1,418,915	100,000	-	1,518,915	640,000	400,000	478,915	1,518,915	_	-	-	-	-	-
2036	1,377,027	100,000	-	1,477,027	640,000	400,000	437,027	1,477,027	-	-	-	-	-	-
2037	1,335,138	100,000	-	1,435,138	640,000	400,000	395,138	1,435,138	-	-	-	-	-	-
2038	1,293,250	100,000	-	1,393,250	640,000	400,000	353,250	1,393,250	-	-	-	-	-	-
2039	1,251,362	100,000	-	1,351,362	640,000	400,000	311,362	1,351,362	-	-	-	-	-	-
2040	1,209,473	100,000	-	1,309,473	640,000	400,000	269,473	1,309,473	-	-	-	-	-	-
2041	1,167,585	100,000	-	1,267,585	640,000	400,000	227,585	1,267,585		-	-	-	-	-
2042	1,124,696	100,000	-	1,224,696	640,000	400,000	184,696	1,224,696	-	-	-	-	-	-
2043	1,082,848	100,000	-	1,182,848	640,000	400,000	142,848	1,182,848	-	-	-	-	-	-
												Total Tax Effect	0.00¢	
Total	28,184,367	6,400,000	1,500,000	36,084,367			10,084,367		Total		-			

<sup>&</sup>lt;sup>1</sup> Includes \$400,000 annual funding in FY 2023 and FY 2024 and \$100,000 thereafter per the Washington County School Funding agreement. Note, capital funding shown does not include annual accumulated lottery funding available to fund school capital and debt service that is currently planned to be made available for capital maintenance at other schools.

■ In addition to the capital outlay funding shown above, the County will provide an annual operating supplement funding of \$1,735,000 from General Fund Revenues.



Note: Per County Staff, assumes FY 2024 value of a penny is \$94,000 and is growing by 1,00% thereafter

<sup>&</sup>lt;sup>2</sup> FY 2023 includes \$500,000 for a land purchase and FY 2024 includes a \$1,000,000 County Contribution to the Project.

<sup>&</sup>lt;sup>3</sup>FY 2023 Estimated Article 40 and 42 1/2 Cent Restricted Sales Tax was \$653,742. Assumes \$640,000 thereafter.

<sup>&</sup>lt;sup>4</sup>County School Board has agreed to make lease payments to the County of \$400,000 per year to pay for for 30 years beginning in FY 2025.

<sup>&</sup>lt;sup>5</sup> FYE 2022 estimated School Capital Outlay Fund Balance per County Audit.

# Section 19

## School Capital Outlay Fund

# \$19,796,000 Financing – 1-Year Interest Only Period Equivalent Tax Impact as Needed

						Equive	alone lax i	ilipact as i	100000					
А	В	С	D	E	F	G	Н	I	J	K	L	M	N	0
										D€	ebt Service Cash	Flow Surplus (Defici	t)	
FY	Proposed Debt Service	Annual Capital Contribution <sup>1</sup>	Project Equity Contribution <sup>2</sup>	Total	Restricted Schools Tax <sup>3</sup>	Lease Payments from School Board <sup>4</sup>	General Fund Contribution	Total Revenues Available	I I I Surplus/	Revenue From Prior Tax Impact	General Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	School Capital Outlay Fund Reserve Balance <sup>5</sup>
					i				i					1,246,258
2023	-	400,000	500,000	900,000	653,742	-	-	653,742	(246,258)	-	(246,258)	-	-	1,000,000
2024	431,058	400,000	1,000,000	1,831,058	640,000	-	-	640,000	(1,191,058)	-	(1,000,000)	(191,058)	2.03¢	-
2025	1,837,799	100,000	-	1,937,799	640,000	400,000	-	1,040,000	(897,799)	192,968	-	(704,831)	7.42¢	-
2026	1,795,911	100,000	-	1,895,911	640,000	400,000	-	1,040,000	(855,911)	906,777	-	50,866	-	50,866
2027	1,754,022	100,000	-	1,854,022	640,000	400,000	-	1,040,000	(814,022)	915,845	-	101,823	-	152,689
2028	1,712,134	100,000	-	1,812,134	640,000	400,000	-	1,040,000	(772,134)	925,003	-	152,869	-	305,558
2029	1,670,246	100,000	-	1,770,246	640,000	400,000	-	1,040,000	(730,246)	934,253	-	204,008	-	509,566
2030	1,628,357	100,000	-	1,728,357	640,000	400,000	-	1,040,000	(688,357)	943,596	-	255,239	-	764,805
2031	1,586,469	100,000	-	1,686,469	640,000	400,000	-	1,040,000	(646,469)	953,032	-	306,563	-	1,071,368
2032	1,544,580	100,000	-	1,644,580	640,000	400,000	-	1,040,000	(604,580)	962,562	-	357,982	-	1,429,350
2033	1,502,692	100,000	-	1,602,692	640,000	400,000	-	1,040,000	(562,692)	972,188	-	409,496	-	1,838,846
2034	1,460,804	100,000	-	1,560,804	640,000	400,000	-	1,040,000	(520,804)	981,910	-	461,106	-	2,299,952
2035	1,418,915	100,000	-	1,518,915	640,000	400,000	-	1,040,000	(478,915)	991,729	-	512,814	-	2,812,766
2036	1,377,027	100,000	-	1,477,027	640,000	400,000	-	1,040,000	(437,027)	1,001,646	-	564,619	-	3,377,385
2037	1,335,138	100,000	-	1,435,138	640,000	400,000	-	1,040,000	(395,138)	1,011,663	-	616,524	-	3,993,909
2038	1,293,250	100,000	-	1,393,250	640,000	400,000	-	1,040,000	(353,250)	1,021,779	-	668,529	-	4,662,439
2039	1,251,362	100,000	-	1,351,362	640,000	400,000	-	1,040,000	(311,362)	1,031,997	-	720,635	-	5,383,074
2040	1,209,473	100,000	-	1,309,473	640,000	400,000	-	1,040,000	(269,473)	1,042,317	-	772,844	-	6,155,918
2041	1,167,585	100,000	-	1,267,585	640,000	400,000	-	1,040,000	(227,585)	1,052,740	-	825,155	-	6,981,073
2042	1,124,696	100,000	-	1,224,696	640,000	400,000	-	1,040,000	(184,696)	1,063,268	-	878,571	-	7,859,644
2043	1,082,848	100,000	-	1,182,848	640,000	400,000	-	1,040,000	(142,848)	1,073,900	-	931,052	-	8,790,696
												Total Tax Effect	9.46¢	
Total	28,184,367	6,400,000	1,500,000	36,084,367	i I		-		Total		-			

<sup>&</sup>lt;sup>1</sup> Includes \$400,000 annual funding in FY 2023 and FY 2024 and \$100,000 thereafter per the Washington County School Funding agreement. Note, capital funding shown does not include annual accumulated lottery funding available to fund school capital and debt service that is currently planned to be made available for capital maintenance at other schools.

In addition to the capital outlay funding shown above, the County will provide an annual operating supplement funding of \$1,735,000 from General Fund Revenues.



Note: Per County Staff, assumes FY 2024 value of a penny is \$94,000 and is growing by 1,00% thereafter

<sup>&</sup>lt;sup>2</sup> FY 2023 includes \$500,000 for a land purchase and FY 2024 includes a \$1,000,000 County Contribution to the Project.

<sup>&</sup>lt;sup>3</sup>FY 2023 Estimated Article 40 and 42 1/2 Cent Restricted Sales Tax was \$653,742. Assumes \$640,000 thereafter.

<sup>&</sup>lt;sup>4</sup>County School Board has agreed to make lease payments to the County of \$400,000 per year to pay for for 30 years beginning in FY 2025.

<sup>&</sup>lt;sup>5</sup> FYE 2022 estimated School Capital Outlay Fund Balance per County Audit.

# STONE OF THE STONE

## School Capital Outlay Fund

## \$19,796,000 Financing – 1-Year Interest Only Period

Equivalent FY 2024 Upfront Tax Impact

A	В	С	D	E	F	G	Н	l opiione i	J	K	L	М	N	0
									İ	D	ebt Service Cash	Flow Surplus (Defici	it)	
FY	Proposed Debt Service	Annual Capital Contribution <sup>1</sup>	Project Equity Contribution <sup>2</sup>	Total	Restricted Schools Tax <sup>3</sup>	Lease Payments from School Board <sup>4</sup>	General Fund Contribution	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	General Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	School Capital Outlay Fund Reserve Balance <sup>5</sup>
								•						1,246,258
2023	-	400,000	500,000	900,000	653,742	-	-	653,742	(246,258)	-	(246,258)	-	-	1,000,000
2024	431,058	400,000	1,000,000	1,831,058	640,000	-	-	640,000	(1,191,058)		(495,458)	-	7.40¢	504,542
2025	1,837,799	100,000	-	1,937,799	640,000	400,000	-	1,040,000	(897,799)	702,556	(195,243)	-	-	309,299
2026	1,795,911	100,000	-	1,895,911	640,000	400,000	-	1,040,000	(855,911)	709,582	(146,329)	-	-	162,970
2027	1,754,022	100,000	-	1,854,022	640,000	400,000	-	1,040,000	(814,022)	716,677	(97,345)	-	-	65,625
2028	1,712,134	100,000	-	1,812,134	640,000	400,000	-	1,040,000	(772,134)	723,844	(48,290)	-	-	17,335
2029	1,670,246	100,000	-	1,770,246	640,000	400,000	-	1,040,000	(730,246)	731,083	-	837	-	18,172
2030	1,628,357	100,000	-	1,728,357	640,000	400,000	-	1,040,000	(688,357)	738,393	-	50,036	-	68,208
2031	1,586,469	100,000	-	1,686,469	640,000	400,000	-	1,040,000	(646,469)	745,777	-	99,309	-	167,517
2032	1,544,580	100,000	-	1,644,580	640,000	400,000	-	1,040,000	(604,580)	753,235	-	148,655	-	316,171
2033	1,502,692	100,000	-	1,602,692	640,000	400,000	-	1,040,000	(562,692)	760,767	-	198,075	-	514,247
2034	1,460,804	100,000	-	1,560,804	640,000	400,000	-	1,040,000	(520,804)	768,375	-	247,572	-	761,818
2035	1,418,915	100,000	-	1,518,915	640,000	400,000	-	1,040,000	(478,915)	776,059	-	297,144	-	1,058,962
2036	1,377,027	100,000	-	1,477,027	640,000	400,000	-	1,040,000	(437,027)	783,819	-	346,793	-	1,405,755
2037	1,335,138	100,000	-	1,435,138	640,000	400,000	-	1,040,000	(395,138)	791,658	-	396,519	-	1,802,274
2038	1,293,250	100,000	-	1,393,250	640,000	400,000	-	1,040,000	(353,250)	799,574	-	446,324	-	2,248,598
2039	1,251,362	100,000	-	1,351,362	640,000	400,000	-	1,040,000	(311,362)	807,570	-	496,208	-	2,744,807
2040	1,209,473	100,000	-	1,309,473	640,000	400,000	-	1,040,000	(269,473)	815,646	-	546,173	-	3,290,979
2041	1,167,585	100,000	-	1,267,585	640,000	400,000	-	1,040,000	(227,585)	823,802	-	596,217	-	3,887,197
2042	1,124,696	100,000	-	1,224,696	640,000	400,000	-	1,040,000	(184,696)	832,040	-	647,344	-	4,534,540
2043	1,082,848	100,000	-	1,182,848	640,000	400,000	-	1,040,000	(142,848)	840,361	-	697,512	-	5,232,053
												Total Tax Effect	7.40¢	
Total	28,184,367	6,400,000	1,500,000	36,084,367			-		Total		-			

<sup>&</sup>lt;sup>1</sup> Includes \$400,000 annual funding in FY 2023 and FY 2024 and \$100,000 thereafter per the Washington County School Funding agreement. Note, capital funding shown does not include annual accumulated lottery funding available to fund school capital and debt service that is currently planned to be made available for capital maintenance at other schools.

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Note: Per County Staff, assumes FY 2024 value of a penny is \$94,000 and is growing by 1,00% thereafter

<sup>&</sup>lt;sup>2</sup> FY 2023 includes \$500,000 for a land purchase and FY 2024 includes a \$1,000,000 County Contribution to the Project.

<sup>&</sup>lt;sup>3</sup>FY 2023 Estimated Article 40 and 42 1/2 Cent Restricted Sales Tax was \$653,742. Assumes \$640,000 thereafter.

<sup>&</sup>lt;sup>4</sup>County School Board has agreed to make lease payments to the County of \$400,000 per year to pay for for 30 years beginning in FY 2025.

<sup>&</sup>lt;sup>5</sup> FYE 2022 estimated School Capital Outlay Fund Balance per County Audit.



## School Capital Outlay Fund

## \$19,796,000 Financing – 1-Year Interest Only Period

Assumes a 4 Cent Tax Impact in FY 2024

					A	SSUITIES	a 4 Cent i	ax impact i	11 51 2024	+				
Α	В	С	D	E	F	G	Н	I	J	K	L	М	N	0
					 					[	ebt Service Cash	Flow Surplus (Defici	t)	
	Proposed Debt	Annual Capital	Project Equity		Restricted	Lease Payments from School	General Fund	Total Revenues	Surplus/	Revenue From	General Capital Reserve	Adjusted Surplus/	Estimated Incremental Tax	
FY	Service	Contribution <sup>1</sup>	Contribution <sup>2</sup>	Total	Schools Tax <sup>3</sup>	Board <sup>4</sup>	Contribution	Available	(Deficit)	Prior Tax Impact	Utilized	(Deficit)	Equivalent	Balance <sup>5</sup>
					<u>i</u>		r							1,246,258
2023	-	400,000	500,000	900,000	653,742	-	-	653,742	(246,258)		(246,258)	-	-	1,000,000
2024	431,058	400,000	1,000,000	1,831,058	640,000	-	-	640,000	(1,191,058)	<u> </u>	(815,058)	-	4.00¢	184,942
2025	1,837,799	100,000	-	1,937,799	640,000	400,000	333,097	1,373,097	(564,702)		(184,942)	-	-	-
2026	1,795,911	100,000	-	1,895,911	640,000	400,000	472,353	1,512,353	(383,558)	383,558	-	-	-	-
2027	1,754,022	100,000	-	1,854,022	640,000	400,000	426,629	1,466,629	(387,393)	387,393	-	-	-	-
2028	1,712,134	100,000	-	1,812,134	640,000	400,000	380,867	1,420,867	(391,267)	391,267	-	-	-	-
2029	1,670,246	100,000	-	1,770,246	640,000	400,000	335,066	1,375,066	(395,180)	395,180	-	-	-	-
2030	1,628,357	100,000	-	1,728,357	640,000	400,000	289,226	1,329,226	(399,132)	399,132	-	-	-	-
2031	1,586,469	100,000	-	1,686,469	640,000	400,000	243,346	1,283,346	(403,123)	403,123	-	-	-	-
2032	1,544,580	100,000	-	1,644,580	640,000	400,000	197,426	1,237,426	(407,154)	407,154	-	-	-	-
2033	1,502,692	100,000	-	1,602,692	640,000	400,000	151,466	1,191,466	(411,226)	411,226	-	-	-	-
2034	1,460,804	100,000	-	1,560,804	640,000	400,000	105,466	1,145,466	(415,338)	415,338	-	-	-	-
2035	1,418,915	100,000	-	1,518,915	640,000	400,000	59,424	1,099,424	(419,491)	419,491	-	-	-	-
2036	1,377,027	100,000	-	1,477,027	640,000	400,000	13,341	1,053,341	(423,686)	423,686	-	-	-	-
2037	1,335,138	100,000	-	1,435,138	640,000	400,000	-	1,040,000	(395,138)	427,923	-	32,785	-	32,785
2038	1,293,250	100,000	-	1,393,250	640,000	400,000	-	1,040,000	(353,250)	432,202	-	78,952	-	111,737
2039	1,251,362	100,000	-	1,351,362	640,000	400,000	-	1,040,000	(311,362)	436,524	-	125,163	-	236,900
2040	1,209,473	100,000	-	1,309,473	640,000	400,000	-	1,040,000	(269,473)	440,890	-	171,416	-	408,316
2041	1,167,585	100,000	-	1,267,585	640,000	400,000	-	1,040,000	(227,585)	445,298	-	217,714	-	626,030
2042	1,124,696	100,000	-	1,224,696	640,000	400,000	-	1,040,000	(184,696)	449,751	-	265,055	-	891,085
2043	1,082,848	100,000	-	1,182,848	640,000	400,000	-	1,040,000	(142,848)	454,249	-	311,401	-	1,202,486
												Total Tax Effect	4.00¢	
Total	28,184,367	6,400,000	1,500,000	36,084,367			3,007,707		Total		-			

<sup>&</sup>lt;sup>1</sup> Includes \$400,000 annual funding in FY 2023 and FY 2024 and \$100,000 thereafter per the Washington County School Funding agreement. Note, capital funding shown does not include annual accumulated lottery funding available to fund school capital and debt service that is currently planned to be made available for capital maintenance at other schools.

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Note: Per County Staff, assumes FY 2024 value of a penny is \$94,000 and is growing by 1,00% thereafter

<sup>&</sup>lt;sup>2</sup> FY 2023 includes \$500,000 for a land purchase and FY 2024 includes a \$1,000,000 County Contribution to the Project.

<sup>&</sup>lt;sup>3</sup>FY 2023 Estimated Article 40 and 42 1/2 Cent Restricted Sales Tax was \$653,742. Assumes \$640,000 thereafter.

<sup>&</sup>lt;sup>4</sup>County School Board has agreed to make lease payments to the County of \$400,000 per year to pay for for 30 years beginning in FY 2025.

<sup>&</sup>lt;sup>5</sup> FYE 2022 estimated School Capital Outlay Fund Balance per County Audit.



## School Capital Outlay Fund

#### \$19,796,000 Financing – 1-Year Interest Only Period

#### Assumes a 5 Cent Tax Impact in FY 2024

Annual Capital Contribution <sup>1</sup> 400,000  400,000  100,000  100,000  100,000  100,000  100,000	Project Equity Contribution <sup>2</sup> 500,000 1,000,000	Total  900,000 1,831,058 1,937,799 1,895,911 1,854,022 1,812,134 1,770,246 1,728,357	Restricted Schools Tax <sup>3</sup> 653,742 640,000 640,000 640,000 640,000 640,000	Lease Payments from School Board <sup>4</sup> 400,000 400,000 400,000	Contribution  144,157 376,464 329,781	Total Revenues Available  653,742  640,000  1,184,157  1,416,464  1,369,781	Surplus/ (Deficit) (246,258) (1,191,058) (753,642) (479,447)	Revenue From Prior Tax Impact	General Capital Reserve Utilized (246,258) (721,058) (278,942)	Flow Surplus (Defici  Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent  - 5.00\$	School Capital Outlay Fund Reserve Balance <sup>5</sup> 1,246,258 1,000,000 278,942
Capital Contribution <sup>1</sup> 400,000 400,000 100,000 100,000 100,000 100,000 100,000	Contribution <sup>2</sup> 500,000	900,000 1,831,058 1,937,799 1,895,911 1,854,022 1,812,134 1,770,246	Schools Tax <sup>3</sup> 653,742 640,000 640,000 640,000 640,000 640,000	Payments from School Board <sup>4</sup>	Contribution  144,157 376,464 329,781	Available  653,742  640,000  1,184,157  1,416,464	(Deficit) (246,258) (1,191,058) (753,642)	Revenue From Prior Tax Impact  - 470,000 474,700	Reserve Utilized (246,258) (721,058)	•	Incremental Tax Equivalent -	Outlay Fund Reserve Balance <sup>5</sup> 1,246,258 1,000,000
400,000 400,000 100,000 100,000 100,000 100,000	500,000	1,831,058 1,937,799 1,895,911 1,854,022 1,812,134 1,770,246	640,000 640,000 640,000 640,000	400,000	376,464 329,781	640,000 1,184,157 1,416,464	(1,191,058) (753,642)	474,700	(721,058)	-	- 5.00¢	1,000,000
400,000 100,000 100,000 100,000 100,000	· · · · · · · · · · · · · · · · · · ·	1,831,058 1,937,799 1,895,911 1,854,022 1,812,134 1,770,246	640,000 640,000 640,000 640,000	400,000	376,464 329,781	640,000 1,184,157 1,416,464	(1,191,058) (753,642)	474,700	(721,058)	-	- 5.00¢	
100,000 100,000 100,000 100,000	1,000,000	1,937,799 1,895,911 1,854,022 1,812,134 1,770,246	640,000 640,000 640,000	400,000	376,464 329,781	1,184,157 1,416,464	(753,642)	474,700		-	5.00¢	278,942
100,000 100,000 100,000 100,000	-	1,895,911 1,854,022 1,812,134 1,770,246	640,000 640,000 640,000	400,000	376,464 329,781	1,416,464			(278,942)	-		1
100,000 100,000 100,000	-	1,854,022 1,812,134 1,770,246	640,000 640,000	400,000	329,781		(479,447)	170 117			-	-
100,000	- - -	1,812,134 1,770,246	640,000			1 369 781		419,441	-	-	-	-
100,000		1,770,246		400,000		1,000,701	(484,241)	484,241	-	-	-	-
	- -		640,000		283,050	1,323,050	(489,084)	489,084	-	-	-	-
100 000	-	1 729 257		400,000	236,271	1,276,271	(493,975)	493,975	-	-	-	-
100,000		1,120,331	640,000	400,000	189,443	1,229,443	(498,914)	498,914	-	-	-	-
100,000	-	1,686,469	640,000	400,000	142,565	1,182,565	(503,904)	503,904	-	-	-	-
100,000	-	1,644,580	640,000	400,000	95,638	1,135,638	(508,943)	508,943	-	-	-	-
100,000	-	1,602,692	640,000	400,000	48,660	1,088,660	(514,032)	514,032	-	-	-	-
100,000	-	1,560,804	640,000	400,000	1,631	1,041,631	(519,172)	519,172	-	-	-	-
100,000	-	1,518,915	640,000	400,000	-	1,040,000	(478,915)	524,364	-	45,449	-	45,449
100,000	-	1,477,027	640,000	400,000	-	1,040,000	(437,027)	529,608	-	92,581	-	138,030
100,000	-	1,435,138	640,000	400,000	-	1,040,000	(395,138)	534,904	-	139,765	-	277,79
100,000	-	1,393,250	640,000	400,000	-	1,040,000	(353,250)	540,253	-	187,003	-	464,798
100,000	-	1,351,362	640,000	400,000	-	1,040,000	(311,362)	545,655	-	234,294	-	699,092
100,000	-	1,309,473	640,000	400,000	-	1,040,000	(269,473)	551,112	-	281,639	-	980,731
100,000	-	1,267,585	640,000	400,000	-	1,040,000	(227,585)	556,623	-	329,038	-	1,309,769
100,000	-	1,224,696	640,000	400,000	-	1,040,000	(184,696)	562,189	-	377,493	-	1,687,262
	-	1,182,848	640,000	400,000	-	1,040,000	(142,848)	567,811	-	424,963	-	2,112,225
100,000										Total Tax Effect	5.00¢	
	100,000	100,000 - 100,000 - 100,000 - 100,000 -	100,000     -     1,309,473       100,000     -     1,267,585       100,000     -     1,224,696	100,000     -     1,309,473     640,000       100,000     -     1,267,585     640,000       100,000     -     1,224,696     640,000       100,000     -     1,182,848     640,000	100,000     -     1,309,473     640,000     400,000       100,000     -     1,267,585     640,000     400,000       100,000     -     1,224,696     640,000     400,000       100,000     -     1,182,848     640,000     400,000	100,000       -       1,309,473       640,000       400,000       -         100,000       -       1,267,585       640,000       400,000       -         100,000       -       1,224,696       640,000       400,000       -         100,000       -       1,182,848       640,000       400,000       -	100,000       -       1,309,473       640,000       400,000       -       1,040,000         100,000       -       1,267,585       640,000       400,000       -       1,040,000         100,000       -       1,224,696       640,000       400,000       -       1,040,000         100,000       -       1,182,848       640,000       400,000       -       1,040,000	100,000       -       1,309,473       640,000       400,000       -       1,040,000       (269,473)         100,000       -       1,267,585       640,000       400,000       -       1,040,000       (227,585)         100,000       -       1,224,696       640,000       400,000       -       1,040,000       (184,696)         100,000       -       1,182,848       640,000       400,000       -       1,040,000       (142,848)	100,000       -       1,309,473       640,000       400,000       -       1,040,000       (269,473)       551,112         100,000       -       1,267,585       640,000       400,000       -       1,040,000       (227,585)       556,623         100,000       -       1,224,696       640,000       400,000       -       1,040,000       (184,696)       562,189         100,000       -       1,182,848       640,000       400,000       -       1,040,000       (142,848)       567,811	100,000       -       1,309,473       640,000       400,000       -       1,040,000       (269,473)       551,112       -         100,000       -       1,267,585       640,000       400,000       -       1,040,000       (227,585)       556,623       -         100,000       -       1,224,696       640,000       400,000       -       1,040,000       (184,696)       562,189       -         100,000       -       1,182,848       640,000       400,000       -       1,040,000       (142,848)       567,811       -	100,000       -       1,309,473       640,000       400,000       -       1,040,000       (269,473)       551,112       -       281,639         100,000       -       1,267,585       640,000       400,000       -       1,040,000       (227,585)       556,623       -       329,038         100,000       -       1,224,696       640,000       400,000       -       1,040,000       (184,696)       562,189       -       377,493         100,000       -       1,182,848       640,000       400,000       -       1,040,000       (142,848)       567,811       -       424,963         Total Tax Effect	100,000 - 1,309,473

<sup>&</sup>lt;sup>1</sup> Includes \$400,000 annual funding in FY 2023 and FY 2024 and \$100,000 thereafter per the Washington County School Funding agreement. Note, capital funding shown does not include annual accumulated lottery funding available to fund school capital and debt service that is currently planned to be made available for capital maintenance at other schools.

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<sup>&</sup>lt;sup>5</sup> FYE 2022 estimated School Capital Outlay Fund Balance per County Audit.

## Municipal Advisor Disclosure



The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

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Washington County, NC

## PK12 Task List Timeline Updated 4/17/23

DATE (2023)	TASK	RESP PARTY/OTHER NOTES
4/18	Special Called Meeting	County Commissioners
4/18	Regular School Board Meeting	School Board
4/19	Final Comments Due to Bond Counsel re Draft	County Staff
	Financing Instruments	
4/19	Deliver approved change orders and letter of intent	County Staff
4/24	Project Steering Committee Meeting	All Steering Committee
		Members
4/25	Deadline for submitting signed NBPSCF Distribution	County Staff/School Staff
	Request	
5/1	Regular Board of Commissioners Meeting including	County Commissioners &
	approval of:	County Staff
	- Final Loan Amount (based on GMP)	
	- Loan Instruments	
	<ul> <li>GMP amendment to construction contract</li> </ul>	
5/2	LGC Meeting to consider approval of County's Loan	LGC
	Application	
5/16	Anticipated Loan Closing Date	County Staff & Advisors

## **First Amendment**

(Effective May 1<sup>st</sup>, 2023)

to an

## **Agreement for a New School for Washington County**

Dated as of August 29, 2022

by and between

Washington County, North Carolina (the "County"), and

The Washington County Board of Education (the "School Board")

-----

**WHEREAS**, the parties previously entered into an Agreement for a New School for Washington County (sometimes referred to herein as the "Funding Agreement" or "Agreement") dated as of August 29<sup>th</sup>, 2022; and

WHEREAS, the original Agreement was based upon an estimated anticipated borrowing of Twelve Million Dollars (\$12,000,000) by the County, which amount has increased substantially to approximately Twenty Million Dollars (\$20,000,000) due primarily to unprecedented inflationary pressure impacting the construction trade industry; and

WHEREAS, the parties now mutually desire to update and amend the original Agreement such that it more accurately reflects the current cost and debt service projections, and includes any additional amendments to the terms and conditions which the parties may now desire to include:

## NOW THEREFORE, in consideration of the promises in this Agreement, the parties agree as follows:

- 1. The terms and conditions of this First Amendment shall be deemed to amend, supersede, control over, and prevail in the event of any conflict with any differing or contrary terms and conditions of the original Agreement for a New School for Washington County dated August 29, 2022 which are incorporated herein by specific reference thereto.
- 2. Except to the extent they are inconsistent with or modified by this First Amendment, the terms and conditions of the original Agreement shall remain in full force and effect.

3. Effective May 1<sup>st</sup>, 2023 the original Agreement is hereby amended as follows:

# Provision 3(A) "County leases New School to School Board" of the original Agreement shall be redacted, amended, and restated to read as follows:

- A. County leases New School to School Board The parties will enter into a lease of the New School from the County back to the School Board. This lease will be substantially in the form of Exhibit 3 except as otherwise specifically stated herein or agreed between the parties. As provided in the Exhibit, the lease payment will be \$400,000 per year (which the County will use to pay a portion of the debt service for the New School), and the lease term will end when the County has made its final required payments on the County Loan, unless the lease term is otherwise extended beyond twenty (20) years at the outset of the lease as described hereinbelow. The lease will also provide that the County then will re-convey the School Site to the School Board by Special Warranty Deed, and without monetary compensation. During the term of the County Loan, the School Board's rights under the lease will be subordinate to the rights of the lender under the County Loan pursuant to any deed of trust or similar agreement securing the County's loan repayment obligations.
  - (i) Notwithstanding any contrary provisions contained within the original Agreement, the parties understand and acknowledge that the substantially increased amount of debt service the County now stands to incur if it proceeds with borrowing approximately Twenty Million Dollars (\$20,000,000) to fully fund the project based on its updated estimated cost is much higher than originally intended.

As a result, if the County proceeds with the necessary loan to facilitate the project, it is very likely going to have to consider some combination of allocating unrestricted general fund balance and/or increasing taxes to produce additional general fund revenues with which to pay the additional debt service (unless some form of additional third party funding can otherwise be obtained and used to offset the additional debt service obligations which will otherwise require support from the County's general fund.

(ii) The parties therefore agree that the original term of the Four Hundred Thousand Dollar (\$400,000) per year lease (originally anticipated to have the same twenty (20) year term as the debt service) shall be extended as necessary, by as much as an additional twenty (20) years, only if such an extension is required to enable the County to fully recapture and reimburse

- itself for any portion of the debt service it may otherwise have to pay with unrestricted general fund balance allocations or general fund tax revenues over the projected life of the debt service.
- (iii) The actual duration of the extended lease term shall be established in good faith at the time of entering into the lease, based upon the most up to date debt service information available at that time. The parties acknowledge they are independently and cooperatively pursuing additional funding which may be received to help partially or fully reduce the debt service obligations upon the County's unrestricted general fund, in which case, an extension of the lease term may no longer be necessary.
- (iv) The County further acknowledges and agrees it is not entitled to make a net profit from any extension of the lease term under the foregoing provisions, which are intended solely as a mechanism to enable the County to use trailing annual rental income received after the initial twenty (20) year debt service period, to use in recouping and mitigating against unrestricted general fund balance losses sustained in that same initial debt service period, if applicable, from having to use its own unrestricted general fund balance or revenues to supplement the required debt service cash flows and payments toward the full debt service required.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names by their authorized officers.

[SEAL] ATTEST:		TON COUNTY, CAROLINA
	By:	
Julie Bennett	Julius V	Walker, Jr.
Clerk, Board of Commissioners		of Commissioners
	Time and date:	
This instrument has been preaudited in the mar required by The Local Government Budget and Fiscal Control Act.		
Missy Dixon		
Finance Officer		
Washington County, North Carolina		
STATE OF NORTH CAROLINA; WASHI	NGTON COUNTY	
I,	Bennett personally came be Clerk, respectively, of the Boa by authority duly given and as	efore me this day and ard of Commissioners of sthe act of such County,
Witness my hand and official seal this	day of day of	, 2023.
	Notary	y Public
My commission expires:		

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their names by their authorized officers.

[SEAL] ATTEST:	THE WASHINGTON COUNTY BOARD OF EDUCATION
	By:
Linda Jewell Carr	Carlos Riddick
Secretary	Chair
	Time and date:
This instrument has been preaudited in the managed required by The School Budget and Fiscal Control Act.	nner
Jolanda Jordan Finance Officer Washington County, North Carolina	
STATE OF NORTH CAROLINA; WASHI	INGTON COUNTY
certify that Carlos Riddick and Linda Jewe acknowledged that they are the Chair and the Board of Education, and that by authority dul	, a Notary Public of said State and County, do hereby ell Carr personally came before me this day and e Secretary, respectively, of The Washington County ly given and as the act of such Board, the foregoing such Chair, sealed with its corporate seal and attested
Witness my hand and official seal this	day of, 2023.
My commission expires:	Notary Public



#### Change Order

PROJECT: (Name and address)

New Washington PK-12 School

3177 US-64

Plymouth NC 27962

**OWNER:** (Name and address) Washington County

Washington County 116 Adams Street

Plymouth, NC 27962

CONTRACT INFORMATION:

Contract For: Construction Manager as

Constructor

Date: October 15, 2022

ARCHITECT: (Name and address)

SfL+a Architects

333 Fayetteville St. Suite 225

Raleigh, NC 27601

CHANGE ORDER INFORMATION:

Change Order Number: 002

Date: March 22, 2023

CONTRACTOR: (Name and address)

Metcon Inc 763 Comtech Dr. Pembroke, NC 28372

THE CONTRACT IS CHANGED AS FOLLOWS: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments

attributable to executed Construction Change Directives.)

This General Contract Change Order is for additional demolition required pursuant to RFI #001 response adding additional trees and site utilities to the demolition scope.

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by 120 (0) days. The new date of Substantial Completion will be April 30, 2023 \$ 295,000.00 \$ 957,422.83 \$ 1,252,422.83 \$ 26,135.06 \$ 1,278,557.89

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SfL+a Architects	Metcon Inc	Washington County
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
James CC Rice, Program Manager	Thomas A. Plant, Vice President	Curtis S. Potter, County Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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User Notes:



February 16, 2023

James Rice SfL+a Architect 333 Fayetteville Street, Suite 225 Raleigh, NC 27601

RE: New Washington PK-12 School-[Demo of Extra Utilities per Revised Drawings]

James,

Here with in please find Proposal for Change Request #2. This change order pertains to the revised drawings that directs the Demo Subcontractor [Trifecta] to demo extra utilities per revised drawings issued on 12.19.22. This cost shall be charged to the Owner.

The total cost of \$14,857.59 shall be charged to the Owner.

Please feel free to contact me with any questions or comments.

Respectfully,

Efreeland

Elijah Freeland Project Manager

CC: Mike Konieczka

#### **CORPORATE**

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

#### **FAYETTEVILLE**

110 Anderson St. Fayetteville, NC 28301 Phone: 910.849.4197

#### **RALEIGH**

3050 Hammond Business Place, Suite 121 Raleigh, NC 27603 Phone: 919.322.2220 Fax: 919.322.2222

#### **CHARLOTTE/COLUMBIA**

2401 Whitehall Park Dr., Ste. 650 Charlotte, NC 28273 Phone: 980.209.9680 Fax: 980.209.9698

#### **NATIONAL HARBOR**

6170 Oxon Hill Rd. Suite 210 Oxon Hill, Maryland 20745 Phone: 301.276.0123

	Proposa	l For Change Req	luest Form			
Project:	New Washington PK-12 School		Proposal #: 2			
Contract:	Phase 1		Project #:			
Contractor:	Metcon		Contractor #: N/A			
Description	of Change:					
This change of	order is for removing extra underground utilities and M	IH based on revised drawing	gs.			
B4-4:	Marcale list with Ohy Harra Hait C. Hait ask Tatal ask	· OT				
iviateriais (A	Attach list with Qty, Item, Unit \$, Unit mh, Total mh 1. Total Direct Cost of Materials	ı, OT mn Total Ş)	¢	_	SUBTOTALS	
	Overhead & Profit on Item 1.		\$			
	(15% maximum, includes small tools & consumable	es)				
	3. Sales Tax (6.75%)		\$	-		
	4. Shipping & Transportation		\$		\$	-
Labor						
	5. Total Manhours: 0 MH	@ <u>0</u> /hr.	\$			
	6. Overhead & Profit on Item 5		\$	<u>-</u>		
	(0% maximum on straight labor cost, not premium (0&P includes supervisor's time)	portion)				
	7. Payroll Taxes & Ins. (Labor Burden) 0.00%				\$	-
	· · · · · · · · · · · · · · · · · · ·				•	
Equipment	Rental (include quotes and pick-up/delivery ticket	rs)				
	8. Equipment Rental		\$	_		
	9. Overhead & Profit on Item 8		\$	-	\$	-
	(0% maximum)					
Subcontract	tors (Include quotes with material & equipment ba	ackup)				
	10. Subcontractors		\$ 13,8	33.30		
	11. Overhead & Profit on Item 10.		\$	-	\$	13,833.30
	(0% maximum)					
	40. 50/ 01/00	5 aas/	Subtotal of Proposal		\$	13,833.30
	<ul><li>13. 5% OH&amp;P</li><li>12. Bonds (% of subtotal of proposal) Refer. to 7.6 in contract.</li></ul>	5.00% 1.250%			\$	691.67 181.56
	13. Insureance	1.040%			\$	151.06
			OF CHANGE PROPO	SAL	\$	14,857.59
						11,007.00
	Time Extension Requests: 0 da	y(s) Schedule Activity # Aff	ected: Demo			
The Contract	or agrees to perform the work outlined in this change	proposal for the amount sp	ecified above and in			
accordance v	vith the Contract documents if the work is authorized b	by the Owner.				
	<b>.</b>					
Contractor's	s Signature: Efreeluad			Date:	1.30.23	
Annroval Pr	ecommended by Design Consultant:			Date:		
Approval Re				Date.		
Owner's Re	presentative Approval:			Date:		





			CONTRACT CH	IANGE ORI	DER				
1. FROM: (CO				2. CONTRACT IN	FORMATION:		3. CH/	ANGE No.	
	rices Company			Washington County Schools				2	
6120 Brooks	hire Blvd		Pines Elementary School						
Suite T				3177 US-64					
Charlotte, NO	C 28216			Plymouth, NC 27962					
4. TO: (CLIEN	T)			5. DESCRIPTION					
MetCon				Removal of underground storm drain and manholes					
763 Comtech	n Drive				0				
PO Box 1149	)								
Pembroke, N									
910-521-801									
	ION OF CHANGE: storm drain piping	and man holes.							
	MATERIAL	X	PROPOSAL/SCOPE OF WORK - CHANGE	IN CONTRACT		AYS INCREASE:			
ATTACH ADDITION	AL SHEETS AS NECESSA	ADV)			5				
	NTRACT AMOUNT:		X INCREASE		DEODEAGE	Inches and the contract of			
	MINIOT AMOUNT.		\$13,833.30		DECREASE	REVISED CONTRACT	AMOUNT	:	
None To Date			\$13,633.30			\$13,833.30			
HROUGH CHA		NTD*							
		11377114722	CHANGED CONTRACT QUANTIT	IES AND LINIT DOM	`ES				
ITEM					TOTAL	UNIT	_	OTAL	
NO.			DESCRIPTION		QUANTITY	PRICE		MOUNT	
01	Labor (Equipmer	nt Operator - \$5	7.22/Hr. X 100 Man Hours)		100 MHs	\$ 57.22		5,722.00	
02	Equipment (See				1		\$	5,131.96	
03	Fuel (55 gals @	\$4.54/gal)			1	\$ 250.00		250.00	
04	Disposal (\$325.0	00/haul + 10 tons	s debris at \$60.00/ton)		1	\$ 925.00		925.00	
05	Mark-Up 15% OI	H-P			1	\$ 1,804.34	\$	1,804.34	
06						,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	1,001.01	
07							\$		
08							\$		
09							\$		
TOTAL							<u> </u>	833.30	
	EXCEPT AS HEREIN MO	DIFIED, ALL TERMS A	IND CONDITIONS OF SAID CONTRACT AS I	HERETOFORE MODIFIED	REMAIN UNCHANGE	ED AND IN	<b>4.0</b>		
	FULL FORCE AND EFFE	CT. IT IS UNDERSTOO	D AND AGREED BY THE PARTIES HERET	THAT THE FOREGOING	CHANGE IN CONTR	ACT		- 1	
	AMOUNT CONSTITUTES	S A MUTUAL ACCORD	AND SATISFACTION FOR ALL CHANGES IN	THE CONTRACT AS SET	FORTH IN THIS CH	ANGE OBDER			
	IG MODIFICATION	IS HERE BY ACC	EPTED:	THE FOREGOING MODIFICATION IS HERE BY ACCEPTED:					
ELIENT): MetCon				(CONTRACTOR): Trifecta Services Corprpany					
					1///	11/11/	u	<i>'</i>	
	BY:			,	BY:	1100	1		
TLE:			DATE:	TITLE: Raleigh Bran	ch Manager /	DATE:	Januar	y 30, 2023	
		NOTE: SIGN AND	RETURN ORIGINAL AND COPIE	S: RETAIN ONE CO	PY FOR YOUR	FILE			

#### OUnited Rentals

**RENTAL QUOTE** 

BRANCH F21 404 INTERPATH PKWY ELIZABETH CITY NC 27909-2738 252-338-5656 252-242-2366 FAX

Site

PINES ELEMENTARY DEMO 3177 US-64 PLYMOUTH NC 27962

Office: 704-900-1977 Cell: 919-524-5216

TRIFECTA SERVICES RALEIGH 3200 GRESHAM LAKE RD STE 101 RALEIGH NC 27615-4241

# 215151751

Customer # : 4691446 Quote Date Estimated Out

: 4691446 : 01/18/23 : 01/23/23 03:00 PM : 01/30/23 03:00 PM : 3177 US-64, PLYMOUTH : 73 Estimated In UR Job Loc UR Job #

Customer Job ID: P.O. # Ordered By : TBD

: LARRY CRICKMORE : THOMAS CASKEY : JOHNATHAN OLIVER Written By Salesperson

#### This is not an invoice Please do not pay from this document

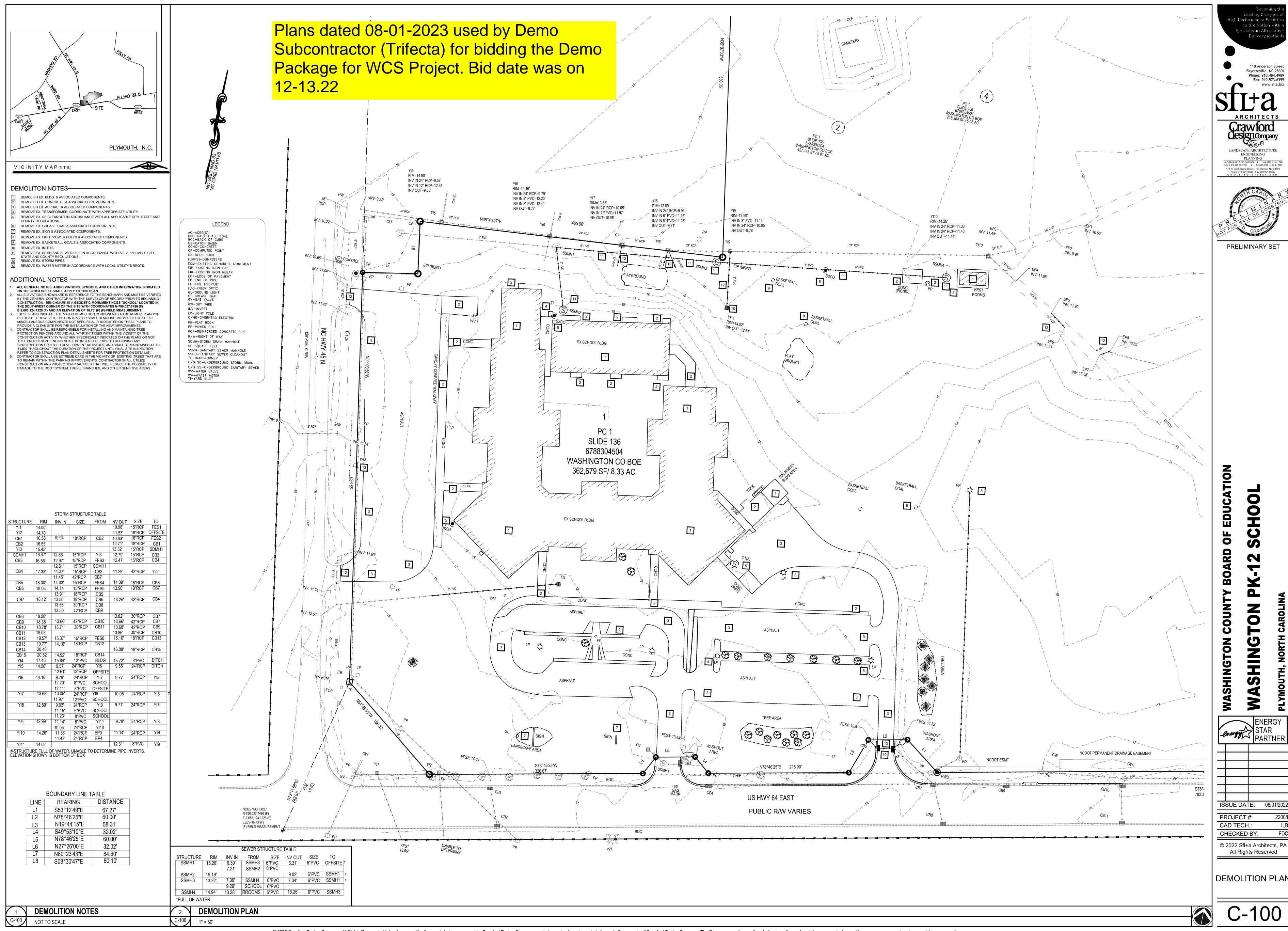
	ITEMS: Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt
1	9051045	EXCAVATOR 35000-39999#	860.00	860.00	2,284.00	5,577.00	
1	905/5040	EXCAVATOR BUCKET 42"					N/C
1	9030071	SKID STEER LOADER 1700-1899#		400.00	950.00	1,900.00	950.00
1	9035200	SKID STEER GRAPPLE BUCKET	58.00	117.00	327.00	623.00	327.00
1	903/5710	SKID STEER SOLID TIRE SET		100.00	200.00	400.00	200.00
SALES/N	IISCELLANEO	US ITEMS:			Rental S	Subtotal:	3,761.00
	Item			Price	Unit of	Measure	Extended Amt.
1	NC HEAVY	EQUIPMENT TAX	[DRSURNC/MCI]	75.220	EACH		75.22
1	ENVIRONM	ENTAL SERVICE CHARGE	[ENV/MCI]	71.220	EACH		71.22
1	DELIVERY	CHARGE		450.000	EACH		450.00
1	PICKUP C	HARGE		450.000	EACH		450.00
					Sales/Misc S	Subtotal:	1,046.44
COMMENT	S/NOTES:				Agreement S	Tax:	4,807.44 324.52 5,131.96

CONTACT: SERGIO VARGAS CELL#: 336-225-4187 DLV/PKU LOC SELECTED BY MAP PIN OPTION

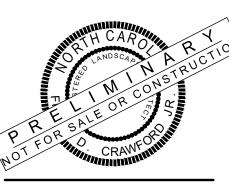
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687) WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION # IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



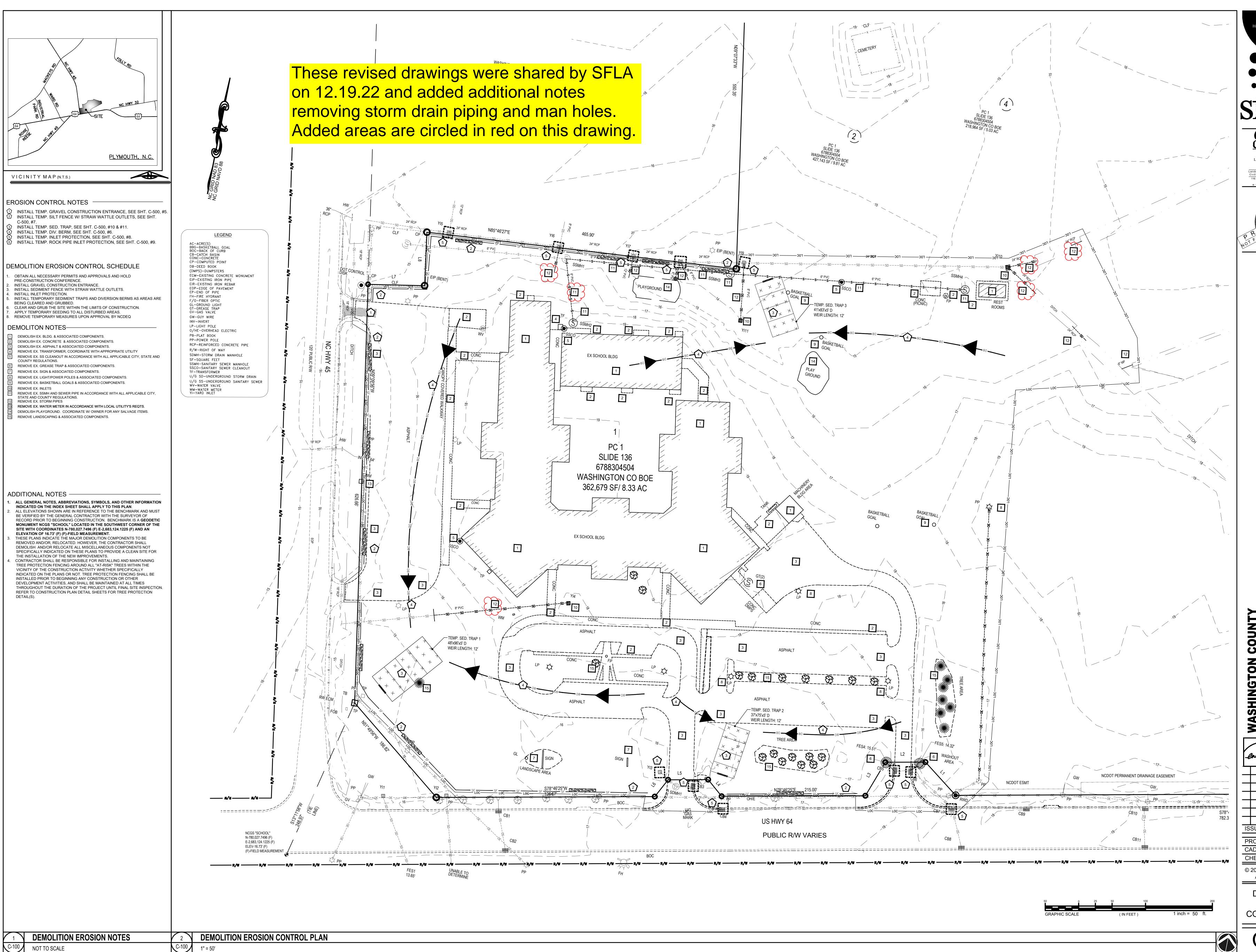
BOCC Package 4.18.23 - Page 031

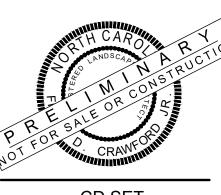


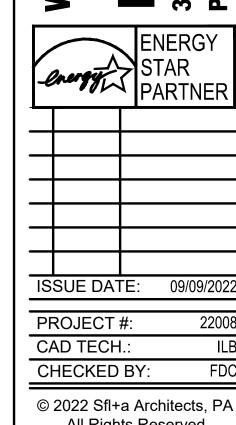
PRELIMINARY SET

ISSUE DATE: PROJECT #:

DEMOLITION PLAN







All Rights Reserved **DEMOLITION EROSION** 

**CONTROL PLAN** 

NOT TO SCALE

From: <u>delcrawford@crawforddsn.com</u> < <u>delcrawford@crawforddsn.com</u> >

Sent: Monday, December 19, 2022 6:56 PM

To: 'James Rice' < <a href="mailto:rice@firstfloor.biz">jrice@firstfloor.biz</a>>

Cc: Michael Konieczka < Mkonieczka@metconus.com >

Subject: RE: Erosion Control

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Attached.

From: James Rice < rie of first floor. biz

Sent: Monday, December 19, 2022 4:49 PM

To: Del Crawford < delcrawford @crawfordds.

To: Del Crawford <delcrawford@crawforddsn.com

Cc: Michael Konieczka (Mkonieczka@metconus.com) < mkonieczka@metconus.com>

Subject: FW: Erosion Control

Importance: High

Del,

Can you please send me a copy of the EC plan to share with Metcon?

I believe you sent hardcopies to Curtis for the application, but I do not recall getting an email with the finished drawing.

Thank you! James

From: Michael Konieczka < Mkonieczka@metconus.com>

Sent: Monday, December 19, 2022 4:47 PM

To: James Rice < jrice@firstfloor.biz>

**Cc:** Manuel Oseguera < <u>Moseguera@metconus.com</u>>; Elijah Freeland < <u>efreeland@metconus.com</u>>; Michael Konieczka

<<u>Mkonieczka@metconus.com</u>>; Jay Patel <<u>jpatel@metconus.com</u>>

**Subject:** Erosion Control

Importance: High

#### **CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

James,

Please send us a copy of the Erosion Control Plan so we can share it with the demo contractor tomorrow during our descoping meeting.

Thank you

Michael J. Konieczka | Project Executive

Metcon, Inc. | 3050 Hammond Business Place, Suite 121 | Raleigh, NC 27603

office 919.322 2220 | mobile 919.500.0302 | email:mkonieczka@metconus.com

website | linkedin | twitter | instagram



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http://metconus.com/careers/

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January 31, 2023

James Rice SfL+a Architect 333 Fayetteville Street, Suite 225 Raleigh, NC 27601

RE: New Washington PK-12 School-[RFI-001]

James,

Here with in please find Proposal for Change Request #2. This change order pertains to the response that was given in RFI#1, which is to demo existing pine trees. This cost shall be charged to the Owner.

The total cost of \$11,277.47 shall be charged to the Owner.

Please feel free to contact me with any questions or comments.

Respectfully,

# Efreeland

Elijah Freeland Project Manager

CC: Mike Konieczka

# **CORPORATE**

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

## **FAYETTEVILLE**

110 Anderson St. Fayetteville, NC 28301 Phone: 910.849.4197

### **RALEIGH**

3050 Hammond Business Place, Suite 121 Raleigh, NC 27603 Phone: 919.322.2220 Fax: 919.322.2222

## **CHARLOTTE/COLUMBIA**

2401 Whitehall Park Dr., Ste. 650 Charlotte, NC 28273 Phone: 980.209.9680 Fax: 980.209.9698

# **NATIONAL HARBOR**

6170 Oxon Hill Rd. Suite 210 Oxon Hill, Maryland 20745 Phone: 301.276.0123

Project:	New Washington PK-12 School			Proposal #: 2						
Contract:	Phase 1		Project #:							
Contractor:	Metcon			Contra	ctor #: N	I/A				
Description	of Change:									
		20 pine trees per the direction of	of RFI#1.							
			1.07.17.16							
Materials (A	Attach list with Qty, 1. Total Direct Cost	, Item, Unit \$, Unit mh, Total r	mh, OT mh Total \$)		\$	_		SUBTOTA	ALS	
	2. Overhead & Pro				<del>ب</del> \$	-	_			
		, includes small tools & consuma	ables)				=			
	3. Sales Tax (6.75%	5)			\$		- -			
	4. Shipping & Trans	sportation			\$	-	_		\$	-
Labor										
	5. Total Manhours:	0 M	1H @0 /hi	·	\$	-	_			
	6. Overhead & Pro				\$		_			
		on straight labor cost, not premit	um portion)							
	7. Payroll Taxes & I	upervisor's time) Ins. (Labor Burden) 0.00%							\$	_
	71 ayron raxes a r						_		Υ	
Equipment	<b>Rental</b> (include qu	otes and pick-up/delivery tick	kets)							
	8. Equipment Rent	al			Ś	_				
	9. Overhead & Pro			-	\$	-	_		\$	-
	(0% maximum)						_			
Subcontract	tors (Include quote	es with material & equipment	: backup)							
	10. Subcontractors	5			\$	10,500.00				
	11. Overhead & Pro			-	\$	-	_		\$	10,500.00
	(0% maximum)			-			_			
	10 50/ 01/05		- 000/	Subtota	al of Prop	osal			\$	10,500.00
	13. 5% OH&P	otal of proposal) Refer. to 7.6 in contra	5.00% act. 1.250%						\$ \$	525.00 137.81
	13. Insureance	otal of proposal) kerel. to 7.0 iii contra	1.040%						\$ \$	114.66
	201 111501 001100			TAL OF CHA	NGE PF	ROPOSAL			\$	11,277.47
									Υ	11)277777
					_					
	Time Extension	Requests: 0	day(s) Schedule Activity	# Affected:	Demo	)				
The Contract	or agrees to perform	n the work outlined in this chang	ge proposal for the amo	unt specified abo	ove and ir	า				
accordance v	vith the Contract doc	cuments if the work is authorize	d by the Owner.							
Contractor's	s Signature:	Efreelnad					Date:	1.30.23		
		v								
Approval Re	ecommended by D	esign Consultant:					Date:	-		
Ī										
Owner's Re	presentative Appro	oval:					Date:			



4501 Preslyn Drive Raleigh, NC 27615 919-900-0067 www.trifectainc.com

		CONTRACT CH	ANGE ODI	)ED		
1. FROM: (CC	ONTRACTOR)	OCHTICACT CIT				_
	vices Company		2. CONTRACT IN			3. CHANGE No.
6120 Brooks			Washington County Schools			1
Suite T			Pines Elementary School			1
Charlotte, N	C 28216		3177 US-64 Plymouth, NC 279	962		
4. TO: (CLIEN	A TO: (CLIENT)					
MetCon	,		5. DESCRIPTION	OF WORK AN	ID PROJECT LOCATION	1
763 Comtect	h Drive		Removal of 20 L	arge Pine Tre	ees, inclujding stumps,	along Hwy 64
PO Box 1149			I			
Pembroke, N						
910-521-801						
	TION OF CHANGE:					
	MATERIAL X	PROPOSAL/SCOPE OF WORK - CHANGE IN	N CONTRACT	CALENDAR D	AYS INCREASE:	
ATTACH ADDITION	IAL SHEETS AS NECESSARY)			l		
	NTRACT AMOUNT:	X INCREASE				
11211000 00	MITAGE AMOUNT.			DECREASE	REVISED CONTRACT	AMOUNT:
None To Date		\$10,500.00			\$10,500.00	
HROUGH CHA		<b>⊣</b>			1	
TIKOOGH CHA						
ITEM	SCHEDULE (	OF CHANGED CONTRACT QUANTITIE	ES AND UNIT PRIC	ES		
NO.	1	PERSONNELS.		TOTAL	UNIT	TOTAL
	T D	DESCRIPTION		QUANTITY	PRICE	AMOUNT
01	Tree Removal			20	\$ 500.00	\$ 10,000.0
02	Mark-Up 5%			1	\$ 500.00	\$ 500.0
03						
04						
05						
06						
07						\$ -
80						\$ -
09						\$ -
TOTAL						
	EXCEPT AS HEREIN MODIFIED ALL TERM	MS AND CONDITIONS OF SAID CONTRACT AS HE				\$10,500.00
	FULL FORCE AND EFFECT IT IS UNDERS	TOOD AND AGREED BY THE PARTIES HERETO	ERETOFORE MODIFIED F	REMAIN UNCHANG	ED AND IN	
	AMOUNT CONSTITUTES A MUTUAL ACCO	ORD AND SATISFACTION FOR ALL CHANGES IN T	THE CONTRACT AS SET	CHANGE IN CONTR	ACT	
HE FOREGOIN	NG MODIFICATION IS HERE BY A					
CLIENT): MetCo			(CONTRACTOR): Tr	/ /	IS HERE BY ACCEPTED Company	):
	BY:		ী	3Y:/ //	100	
TLE:		DATE:	ت FITLE: Raleigh Brand		PATE:	lonuser 20 cocc
	NOTE: SIGN A	AND RETURN ORIGINAL AND COPIES	S: RETAIN ONE CO	PV FOR VOUE	DATE:	January 30, 2023



# **Estimate**

# High Water Mark

Tom Hughes

ESTIMATE #1
DATE: JANUARY 30, 2023

148 Old Roper Road Loop Plymouth NC 27962 Phone 252.339.2133 info@highwatermark.us

TO
TRIFECTA
ATTN: LARRY CRICKMORE

Total
20 Trees @ \$500.00 Each
\$10,000.00

Thank you for your business!



#### etcon - R eig Operations

3050 Hammond Business Place, Suite 121 Raleigh, North Carolina 27603 P: (919) 322-2220

Project: 2022061 W shington County School 3177 US 64 Plymouth, North Carolina 27962

# **RFI #1: WCS - Tree Location**

Status Closed on 01/18/23

James Frye (Frye Fence Company, Inc.) From Manuel Oseguera (Metcon, Inc.) To

Manuel Oseguera (Metcon, Inc.) 763 Comtech Drive

Pembroke, North Carolina 28372

**Date Initiated** Jan 13, 2023 **Due Date** Jan 16, 2023

Location **Project Stage** Course of Construction

**Cost Impact** N/A Schedule Impact Yes (Unknown)

**Spec Section Cost Code** 

**Drawing Number** C-100 Reference C-100

**Linked Drawings** 

**Received From** Larry Crickmore (Trifecta Services Company)

**Copies To** Elijah Freeland (Metcon, Inc.), Manuel Oseguera (Metcon, Inc.)

## **Activity**

#### Question

#### Question from Manuel Oseguera Metcon, Inc. on Friday, Jan 13, 2023 at 02:51 PM EST

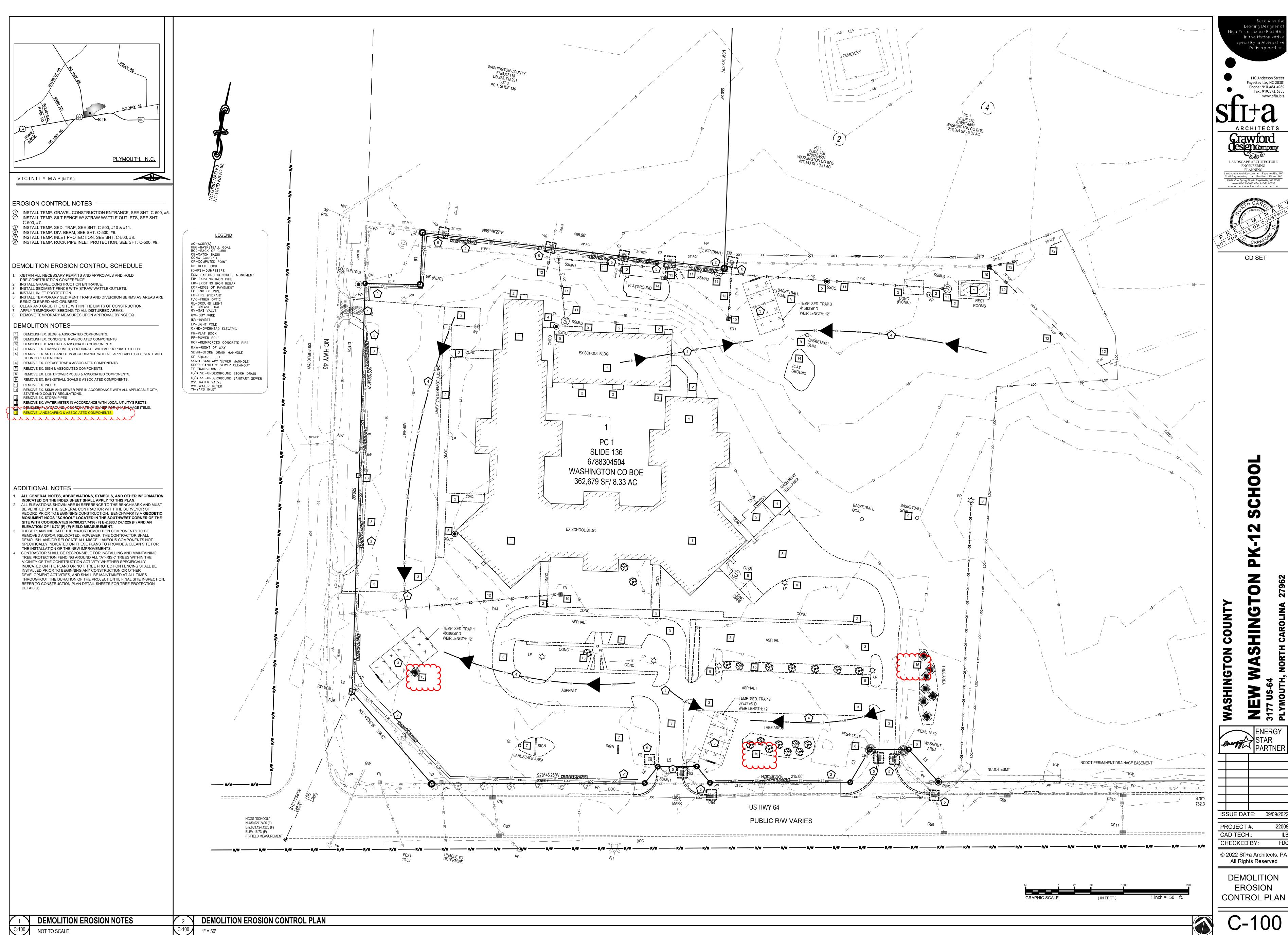
Email sent by first floor on 11-28-23 had areas marked where tre s were to stay, but drawing C-100 has detail #15 that specifies to get rid off these trees. Please see attachments and provide direction for Metcon.

Thank you, Manuel Oseguera

## **Attachments**

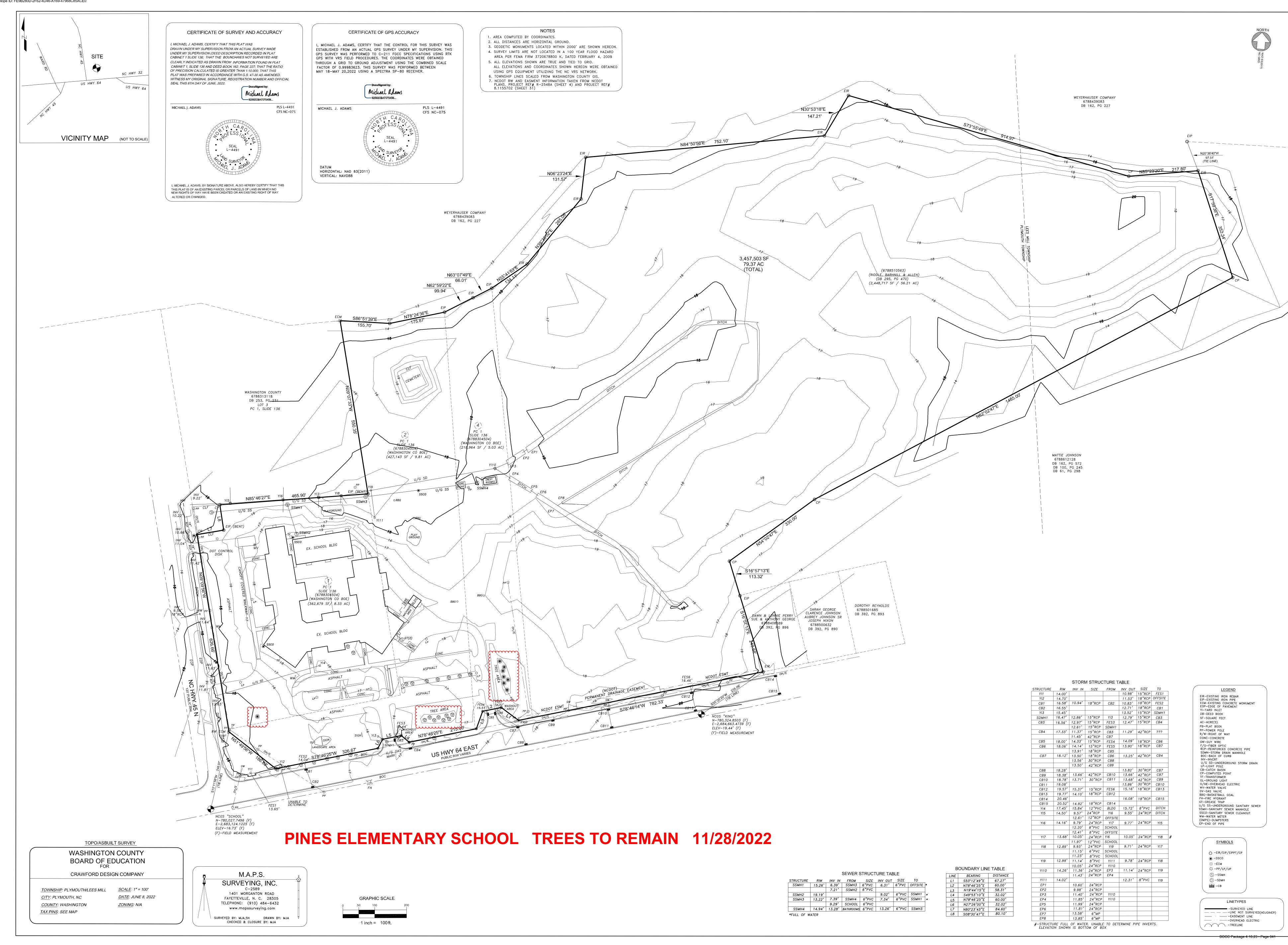
WCS - Erosion Control Drawing C-100.pdf, RE Washington County School - RFI Log.msg

Awaiting an Official Response



Delivery Metho

Fayetteville, NC 28301 Phone: 910.484.4989 Fax: 919.573.6355



# **Manuel Oseguera**

From: James Rice < jrice@firstfloor.biz>
Sent: Tuesday, January 17, 2023 2:36 PM

**To:** Manuel Oseguera

Cc:Michael Konieczka; Elijah FreelandSubject:RE: Washington County School - RFI Log

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Yes,

Please follow the updated drawings.

Thanks, James



James CC Rice, AIA, LEED AP Energy Positive Program Manager

981-C Hackler Street, Myrtle Beach, SC 29577 Main: 919.573.6350 · Cell: 843.421.9783

<u>jrice@sfla.biz</u> www.sfla.biz

From: Manuel Oseguera < Moseguera@metconus.com>

**Sent:** Tuesday, January 10, 2023 4:51 PM **To:** James Rice <jrice@firstfloor.biz>

Cc: Michael Konieczka < Mkonieczka@metconus.com >; Elijah Freeland < efreeland@metconus.com >

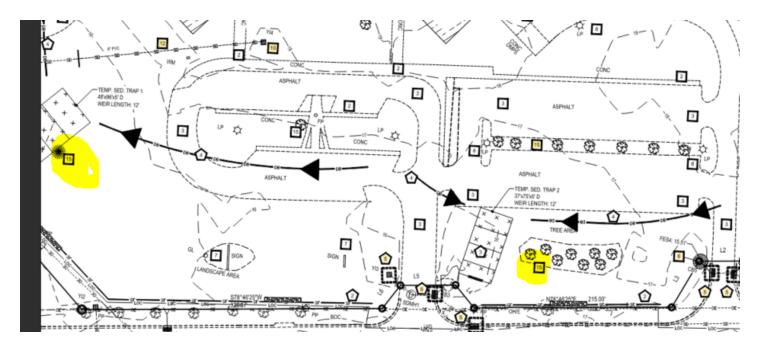
Subject: RE: Washington County School - RFI Log

# **CAUTION:**

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello James,

Our Demo subcontractor is asking the question if we need to get rid off the trees per <u>note 15 on updated drawing C-100</u>. Please see all attachments and advise.



Thank you,

Manuel Oseguera | Assistant Project Manager

Metcon, Inc. | 3050 Hammond Business Place, Suite 121 | Raleigh, NC 27603

mobile 919.561.9051 | email : Moseguera@metconus.com

website | linkedin | twitter | instagram



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http://metconus.com/careers/

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From: James Rice < irice@firstfloor.biz>

Sent: Monday, November 28, 2022 10:39 AM

Cc: Michael Konieczka < Mkonieczka@metconus.com >; Clay Scott < Cscott@metconus.com >; Manuel Oseguera

< Moseguera@metconus.com >

Subject: RE: Washington County School - RFI Log

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Jay,

See attached sketch for answer to Trees to Remain question.

**James** 

From: Jay Patel < <a href="mailto:Jpatel@metconus.com">Jpatel@metconus.com</a>>

Sent: Wednesday, November 23, 2022 10:01 AM

To: James Rice < jrice@firstfloor.biz>; Elijah Freeland < efreeland@metconus.com>

Cc: Michael Konieczka < Mkonieczka@metconus.com>; Clay Scott < Cscott@metconus.com>; Manuel Oseguera

<Moseguera@metconus.com>

Subject: Washington County School - RFI Log

#### CAUTION:

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James/Elijah,

We shared a live RFI log spreadsheet between SFLA and Metcon. Please respond to RFI promptly. An updated RFI log will be released to subs in each addendum we release. We plan to have the same document throughout Phase I and Phase II bidding.

James, Please let me know if you want to add anyone from SFLA.

Thank you,

Jay Patel | Estimator

**Metcon, Inc.** | 2401 Whitehall Park Drive, Suite 650, Charlotte, NC 28273 office 980.209.9680 | mobile 910.733.4463 | email:jpatel@metconus.comwebsite | linkedin | twitter | instagram



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http://metconus.com/careers/

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# Change Order

PROJECT: (Name and address)

CONTRACT INFORMATION: Contract For: Construction Manager as CHANGE ORDER INFORMATION:

New Washington PK-12 School

Constructor

Change Order Number: 003

3177 US-64

Plymouth NC 27962

Date: October 15, 2022

Date: March 22, 2023

OWNER: (Name and address)

Washington County

ARCHITECT: (Name and address)

SfL+a Architects

**CONTRACTOR:** (Name and address)

Metcon Inc 763 Comtech Dr.

Washington County

333 Fayetteville St.

Suite 225

116 Adams Street Raleigh, NC 27601 Plymouth, NC 27962

Pembroke, NC 28372

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits, Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This General Contract Change Order provides for the following:

- 1.) Purchase of a modular classroom building to be used as temporary construction field office in lieu of renting an field office trailer for 20 months. \$129,042.00
- 2.) Purchase of long lead Electrical Switchboard directly from the specified equipment vendor list that will then be asigned to the successful base bid electrical contractor. \$171,000.00
- 3.) Establishes an Allowance of \$50,000 to purchase Greenhouse building kit and expedite delivery before June 1, 2023. 3is for additional demolition required pursuant to RFI #001 response adding additional trees and site utilities to the demolition scope. \$50,000.00

The original Contract Sum was 295,000.00 The net change by previously authorized Change Orders 983,557.89 The Contract Sum prior to this Change Order was The Contract Sum will be increased by this Change Order in the amount of 375,960.86 The new Contract Sum including this Change Order will be 1,654,518.75

The Contract Time will be increased by 120 (0) days.

The new date of Substantial Completion will be April 30, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

# NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

SfL+a Architects ARCHITECT (Firm name)	Metcon Inc CONTRACTOR (Firm name)	Washington County OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
James CC Rice, Program Manager PRINTED NAME AND TITLE	Thomas A. Plant, Vice President PRINTED NAME AND TITLE	Curtis S. Potter, County Manager PRINTED NAME AND TITLE
DATE	DATE	DATE

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1



March 15, 2023

James Rice SfL+a Architect 333 Fayetteville Street, Suite 225 Raleigh, NC 27601

RE: New Washington PK-12 School-[Classroom Trailer]

James,

Here with in please find Proposal for Change Request #3. This change order is for procuring a classroom trailer to be used as a job office trailer during the course of construction. This cost shall be charged to the Owner.

The total cost of \$138,596.91 shall be charged to the Owner.

Please feel free to contact me with any questions or comments.

Respectfully,

Efreeland

Elijah Freeland Project Manager

CC: Mike Konieczka

#### **CORPORATE**

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

## **FAYETTEVILLE**

110 Anderson St. Fayetteville, NC 28301 Phone: 910.849.4197

### **RALEIGH**

3050 Hammond Business Place, Suite 121 Raleigh, NC 27603 Phone: 919.322.2220 Fax: 919.322.2222

#### **CHARLOTTE/COLUMBIA**

2401 Whitehall Park Dr., Ste. 650 Charlotte, NC 28273 Phone: 980.209.9680 Fax: 980.209.9698

# **NATIONAL HARBOR**

6170 Oxon Hill Rd. Suite 210 Oxon Hill, Maryland 20745 Phone: 301.276.0123

	Proposal Fo	r Change Rec	quest Form					
Project:	New Washington PK-12 School	Proposal #: 3						
Contract:	Phase 1		Project #:					
Contractor:	Metcon		Contractor #:	N/A				
Description	of Change:							
-	order is for the classroom trailer that will be used as the onsit	te construction office	during the course	of the project	:.			
Materials (/	Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT r	mh Total \$)				SUBTOTAL	S	
	1. Total Direct Cost of Materials	**	\$					
	2. Overhead & Profit on Item 1.		\$	-	-			
	(15% maximum, includes small tools & consumables)				=			
	Sales Tax (6.75%)     Shipping & Transportation		<u> </u>		-	\$	_	
	4. Shipping & Transportation		<del>_</del>		-	· ·		
Labor		- "						
	5. Total Manhours: 0 MH @	0 /hr.	<u>\$</u>	-	-			
	<ol><li>6. Overhead &amp; Profit on Item 5</li><li>(0% maximum on straight labor cost, not premium portion)</li></ol>	ion)	<u> </u>		•			
	(O&P includes supervisor's time)	J.,						
	7. Payroll Taxes & Ins. (Labor Burden) 0.00%				_	\$	-	
Fauinment	Rental (include quotes and pick-up/delivery tickets)							
Equipment	Rental (Include quotes and pick appachively develop							
	8. Equipment Rental		\$	-	_			
	9. Overhead & Profit on Item 8 (0% maximum)		\$	-	-	\$	-	
	·							
Subcontract	tors (Include quotes with material & equipment backup)	-)						
	10. Subcontractors		\$	129,042.00				
	11. Overhead & Profit on Item 10.		\$	-	-	\$	129,042.00	
<u> </u>	(0% maximum)		C. Et stal of Dua				420 042 00	
	13. 5% OH&P	5.00%	Subtotal of Pro	posal		\$	129,042.00 6,452.10	
	12. Bonds (% of subtotal of proposal) Refer. to 7.6 in contract.	1.250%				\$	1,693.68	
	13. Insureance	1.040%				\$	1,409.14	
		TOTAL	. OF CHANGE P	ROPOSAL		\$	138,596.91	
	Time Extension Requests: 0 day(s) So	ichedule Activity # Aff	ferted:					
		include receive,				_		
	tor agrees to perform the work outlined in this change propos	·	ecified above and	in				
accordance v	with the Contract documents if the work is authorized by the	Owner.						
Contractor's	s Signature: Efreeluad				Date:	1.30.23		
Contracto.	Signature. Specialist				Date.	1.30.23		
Approval Re	ecommended by Design Consultant:				Date:			
∩wner's Re	presentative Approval:				Date:			
O.M.C. J.I.S.					<b>D</b> 445.	-		

# CONSTRUCTION CONTRACT

THIS AGREEMENT, MADE THE 16th day of March in the year of 2023 by and between: Metcon Inc. Located at 3050 Hammond Business Place, Raleigh NC 27603 hereafter called the Purchaser; and Modular Technologies, Inc., a North Carolina business corporation whose office is located at 101-J N. Herritage St., Kinston, North Carolina 28501, hereinafter called the Builder.

#### WITNESSETH:

That the Purchaser and the Builder for the consideration herein named agree as follows:

(1) Scope of Work: The builder shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the following enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein.

Consisting of the following sheets (TOTAL NUMBER OF PAGES): 10

The Purchaser hereby agrees to pay to Builder for the faithful performance of the Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows.

One Hundred Twenty Thousand Six Hundred Dollars & No Cents. Plus, Tax

Unit Price: . \$120,600.00 Sales Tax: 7% \$ 8,449.00 Total: \$129.042.00

Payment Terms: 20% at time of order 70% at delivery Final 10% after setup.

Building Description: New 24'x 60' Modular office.

Payments are due upon receipt of the invoice. The final payment will become due after Modular Technologies; Inc. has fulfilled the obligations of the contract. Final payment shall not be held due to small punch list items, as these items will be addressed under Modular Technologies, Inc.'s warranty. If the Purchaser withholds final payment due to warranty items the Purchaser agrees to pay Modular Technologies, Inc. a 1 ½% finance charge per month accessed on all monies withheld starting from the due date of such payments. Purchaser under no circumstances shall take possession of or occupy facility until all payments have been paid in full. If Purchaser occupies the facility prior to all payments being made in full, Purchaser will be considered as accepting the facility "as is".

IN WITNESS WHEREOF, Modular Technologies, Inc. as Builder has caused this contract to be executed in its corporate name by its president, attested by its secretary and its corporate seal to be hereunto affixed; and the Purchaser, (if a person) has hereunto set his hand and seal, or in the alternative, (if a corporation) has caused this

nitial & Date:	
----------------	--

contract to be executed in its corporate name by its president, attested by its secretary and its corporate seal to be hereunto affixed, all the day and year first above written.

	PURCHASER
(Corporate Seal)	(If a person or partnership) (Or)
	By President/Trusty/Pastor
	Date
Attest: by	
Secretary	BUILDER
	MODULAR TECHNOLOGIES, INC
(Corporate Seal)	ByAuthorized Representative
	Date
Attest:	
Secretary	

Initial	& Date:	•	

# MODULAR TECHNOLOGIES, INC. (BUILDER) GENERAL TERMS & CONDITIONS

- (1) <u>SET UPS:</u> Are quoted on grass or dirt (assuming ground is level) and no piers higher than 32" from ground to bottom of I-beam. Piers higher than this may result in an upcharge above contract price.
  - a. Site selection is the sole responsibility of Purchaser and Builder shall have neither responsibility for nor liability for determining the adequacy of any site or the installation of the Equipment where the site or environment imposes abnormal conditions.
  - b. Purchaser should verify and make known to Builder if the facility needs to be set at any pre-known elevation. If the evaluation is not specifically specified in the contract, Builder will install the facility at standard elevations based on existing site conditions. Any raising or lowering of the facility after the installation will be charged back to the Purchaser.

Predetermined Elevation: 36" - 40" maximum to finished floor unless otherwise noted.

- c. Purchaser shall provide means of disposal of shipping material on the facility Including plastic and shipping walls. Contractor will clean site and stack all debris in one location or put all debris into a dumpster provided by Purchaser.
- JOB SITE ACCESSIBILITY: Is the responsibility of the Purchaser; any poles, fences, trees or other obstructions restricting access should be relocated before facility arrives. The Purchaser shall provide a firm proper roadway or access to the site accessible by a standard road tractor. In the event additional equipment is needed to locate the facility on the Purchaser's chosen site; such as wrecker, crane, etc., the additional expense will be paid by the Purchaser, in addition to the contract price. If the roadway or access to the site is not proper and firm, and there are damages to the roadway, tire ruts, soil disturbances, etc., these damages will be paid for by the Purchaser, in addition to the contract price. The job site should be accessible without holdup or delay. Delay in job site access could result in an upcharge, in addition to the contract price.
- (3) FOUNDATIONS: Footers are quoted on dirt or grass assuming no large rocks, roots, stumps or other large obstacles exist below grade. All buried lines or utilities should be verified by Purchaser, prior to footer installation. Any utilities or other objects damaged below grade will be the responsibility of Purchaser. Any cost increases due to the items listed above will be billed to the Purchaser, in addition to the contract price. Modular Technologies, Inc.'s foundation system is designed with a minimum soil bearing capacity of 1500psf. If owner is not sure of the soil bearing capacity of their chosen site, the owner should have a soil bearing test done to confirm the site's capacity. Modular Technologies, Inc. will

nitial 8	R Date:	

not be responsible for settling or damage done to the structure, if the soil bearing capacity is less than 1500psf.

- (4) <u>INSURANCE</u>: Builder will have in force insurance coverage on the facility until the time it is delivered to the Purchaser. The Purchaser shall have in force, one day prior to delivery, insurance coverage in the amount of not less than the contract price of the facility. This coverage should protect the Purchaser against fire, theft, vandalism or acts of nature. During the installation of the facility, Builder will be liable for any damages caused to the facility by negligence of one of its employees or subcontractors.
- (5) <u>BUILDER:</u> Agrees only to furnish the items listed on the sign off drawings, specifications, and proposal form. If an item is not in the written specifications, not shown on the drawings, or not checked off on the proposal form, the Purchaser should assume it's not included in the contract price. If the Purchaser has any concern or doubts about a specific item, or needs an item described in more detail he shall notify Builder and have such matters resolved prior to signing this contract.
- (6) <u>BUILDER:</u> Agrees to notify the Purchaser immediately in the event site conditions may necessitate any increase in the contract price and negotiate such price with the Purchaser.
- (7) <u>BUILDER:</u> Is not a lender or a finance company. Therefore the Purchaser must have his financing of the contract price firmly established prior to the execution of this document. Any costs, attorney fees, bank fees, etc., associated with the Purchaser's financing of the contract price is the sole responsibility of the Purchaser. Note MTI will not be responsible for any liquidated damages.
- (8) <u>BUILDER:</u> Is not responsible for any electrical or plumbing connections unless noted on proposal form. All electrical and plumbing connections and parts required for connections are the responsibility of Purchaser. Purchaser will be responsible for all electrical, on site connections, crossovers, plumbing manifolds and water crossovers unless specifically noted in the Scope of Work or Proposal.
- (9) <u>PURCHASER</u> will pay all costs and expenses (including attorney fees where recovery of same is not prohibited by law) incurred by Builder in enforcing any of the terms, provisions, covenants, and indemnities provided herein.

Initial & Dat	e:	
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- (10) PURCHASER: Understands that delivery dates given are only estimates and are an approximation of when the facility can ship. There will be no deduction in payment due to a facility shipping late, unless it is agreed to by the builder, put into writing and made a part of this contract. Due to the unpredictability of fuel costs, if fuel prices increase from the contract date to the delivery date the Purchaser agrees to pay the additional cost as a fuel surcharge.
- (11) PURCHASER: Agrees that no abatement of any kind will be made to the contract price unless both parties agree to the modification in writing. If the Purchaser performs repairs, warranty work or any other obligation of the BUILDER without putting it in writing and modifying the contract compensation for such services, if any, will be at the sole discretion of the Builder.

Initial	9	Doto:	
mula	ıα	Date:	





NATIONWIDE 1-800-832-4668 CUSTOM MODULAR BUILDINGS/MOBILE OFFICES P.O. BOX 6026 • KINSTON, NC 28501 PHONE: (252) 522-5770 FAX: (252) 522-9475

March 13, 2023

# **PROPOSAL**

New 24'x 60' Modular Building North Carolina

Price:

DIAT MALLIDES, Y

\$120,600.00 No sales tax for public schools

PRICE INCLUDES. A				
SETUP: (Block, Level, Tie, Trim): SKIRTING:	<u>X</u>	SUREWALL: DECK W/STEPS & RAMP:	X	
FREIGHT: FOOTERS: ABS at grade	X	DECK W/RAMP:		
DOUBLE DRY BLOCK:	X	ENG.DRAWING	X	_
		ENG.BIGHT		

Set ups are quoted on grass or dirt (assuming ground is level) and floor level will not exceed 38" in height. Floor levels higher than this may result in an up charge unless otherwise noted.

Job site accessibility is the responsibility of the customer. Any poles, fences or obstructions restricting access should be relocated before equipment arrives. There shall be provided by the customer a firm proper roadway or access to the site by a standard road tractor. The job site should be accessible without hold up or delay. Delay in job access could result in an up charge.

Note: Foundation footers are quoted at grade assuming no large rocks or other obstacles exist below grade. All buried lines or cables should be verified by the Owner prior to footer installation. A poured footer may be required at additional cost. Minimum soil barring 2000PSF at grade for ABS or at footer bottom.

Please note if it is not in the specifications, scope of work or proposal it is not included in the above purchase price. Final design may change to meet code compliance.

This quote is good for 15 days due to current fluctuation in building materials.

IN GOD WE TRUST

# SPECIFICATIONS 24' x 60' Modular Facility

FRAMES: Detachable Hitches

12" I-Beam

Outrigger Frames/Outriggers @ 48" O.C.

95-1/2" I-Beam Spacing

FLOORS: Woven Nylon Impregnated Bottom Board

2x8 Floor Joists @ 16" O.C.

Decking: 5/8" Sturdifloor Plywood

Commercial Vinyl Floor Covering (Corlon) with

Welded Seams (Bath)

VCT 1/8" Block Tile (12" x 12") Balance

Tile Bar Included

WALLS & PARTITIONS: Wall Height: 8'-0"

**Double Top Plate (Exterior Walls)** 

2" x 4" x 8' Interior Walls (Studs @16" O.C.)
2" x 6" Exterior Walls (Studs @ 16" O.C.)

**Standard Trim** 

1/2" Vinyl Covered Gypsum

4" Vinyl Cove Base (Continuous Roll) Throughout

INTERIOR DOORS: (1) 36" x 80" Hollow Core Imperial Oak with Steel Rediframe

(1) Interior Lever – Privacy (Bath)

(1) Floor Mounted Door Stop

ROOF: Truss Type –Mono- Peak (2.25 on 12 Pitch)

20 # Ground Snow Load 1-1/2" Overhang at Ends 1-1/2" Overhang at Sides Truss Spacing @ 16" O.C. Roof Sheathing: 7/16" OSB

Note: Metal Pattern is Manufacturer's Standard D-Rib Pattern

Metal

29 Gauge Hi-Rib Steel Roof Over One Layer of 30LB Felt Paper

Includes 29 Gauge Steel Ridge Cap
Attic Ventilation, as Required

3-Laver -24" x %" Sturct 1 Ridgebeam (Where Required)

CEILING:

Finished Ceiling Height 8'-0" AFF

**C-Spray** 

PLUMBING:

(1) Single Restroom, Handicap Accessible

(1) Supply Lines – CPVC

(1) Waste Pipe: PVC (Stub Out Only – Below Fixture)

All Waste Lines - Manifold On-Site by Others

(1) Lavatory, Wall Mounted with Mirror

(1) Mirror – Standard with Wall Hung Sink

(1) Vinyl – Anti-Scald Cover for Trap & Supply

(1) Handicap Toilet - Tank Type with Grab Bars

Includes Vertical Grab Bar

(1) Toilet Tissue Holder - Standard

(1) Instant Flow Water Heater

**ELECTRICAL:** 

(1) 125 Amp Single Phase interior Panel Box

(19) LED Surface Mounted Light Fixtures

(3) Occupancy Sensors with Wall Switch

(2) LED Porch Lights (Factory Standard)

(2) Emergency/Exit Lights with Remote Head (LED)

(10) 2" x 4" Blank J-Boxes with ¾" EMT Stub @ 16" AFF

(1) Bathroom Vent/Light Combo

Standard Romex Wiring per Code

(1) Receptacle ( Minimum 12'-0" O.C.)

(1) Receptacle – GFI Protected (Bath)

(1) Receptacle – Exterior GFI Protected

(1) Heat Tape Receptacle (GFI)

**HVAC:** 

24LF of Plenum Wall

(2) Factory Standard Manual Thermostat (Digital)

(2) 3- Ton Heat Pumps with 10 KW (Wall Mounted)

Standard Fiberglass Supply Duct Standard Fiberglass Return Duct

EXTERIOR:

Hi-Rib Steel – 29 Gauge (OSB 4 Sides)

Moisture Resistant House Wrap – Full Perimeter

WINDOWS:

(4) 24" x 54" Vertical Slide, Bronze Tinted, Insulated,

Low-E Glass (1 Egress Label Required)

(4) Vinyl Mini-Blinds

EXTERIOR DOORS: (2) 36" x 80" Steel/Steel Doors with 4" x 24" Viewblocks

(2) Standard Levers

(2) Closer (Factory Standard)

INSULATION: R-30 Floor

R-19 Exterior Walls

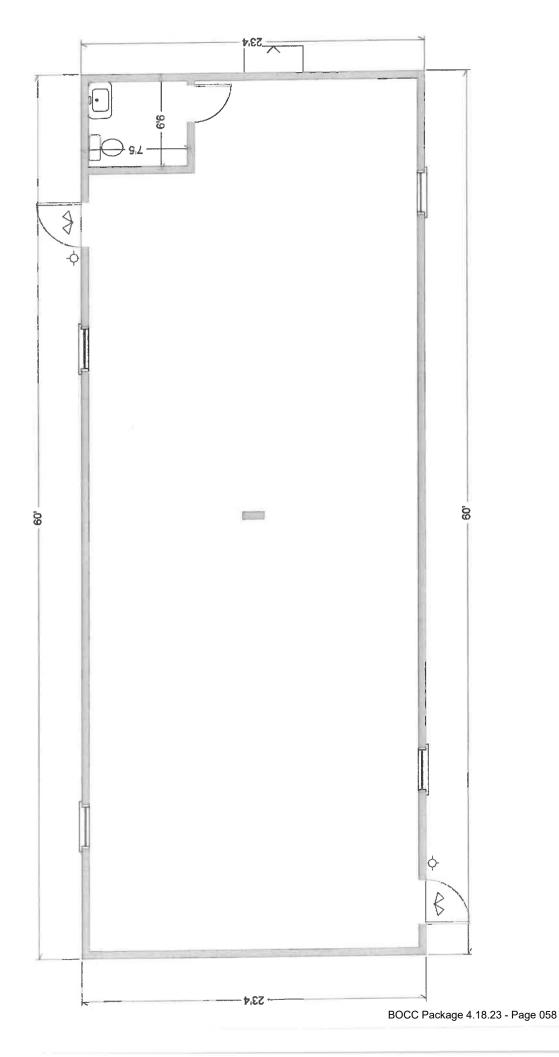
R-48 Ceiling (Layer of 30 Plus Layer of 19)

R-11 Interior Walls

CODES: IBC

STATE LABELS: NC

OCCUPANCY: BUSINESS





March 15, 2023

James Rice SfL+a Architect 333 Fayetteville Street, Suite 225 Raleigh, NC 27601

RE: New Washington PK-12 School-[Electrical Equipment Procurement – Switch Gear]

James,

Here with in please find Proposal for Change Request #3. This change order pertains to the early procurement of the electrical switch gear. This cost shall be charged to the Owner.

The total cost of \$183,661.70 shall be charged to the Owner.

Please feel free to contact me with any questions or comments.

Respectfully,

# Efreeland

Elijah Freeland Project Manager

CC: Mike Konieczka

#### CORPORATE

763 Comtech Drive P.O Box 1149 Pembroke, NC 28372 Phone: 910.521.8013 Fax: 910.521.8014

## **FAYETTEVILLE**

110 Anderson St. Fayetteville, NC 28301 Phone: 910.849.4197

### **RALEIGH**

3050 Hammond Business Place, Suite 121 Raleigh, NC 27603 Phone: 919.322.2220 Fax: 919.322.2222

## **CHARLOTTE/COLUMBIA**

2401 Whitehall Park Dr., Ste. 650 Charlotte, NC 28273 Phone: 980.209.9680 Fax: 980.209.9698

# **NATIONAL HARBOR**

6170 Oxon Hill Rd. Suite 210 Oxon Hill, Maryland 20745 Phone: 301.276.0123

	Pr	oposal For Change Requ	iest Form	
Project:	New Washington PK-12 School		Proposal #: 3	
Contract:	Phase 1		Project #:	
Contractor:	Metcon	<u></u>	Contractor #: N/A	
Description	of Change:			
This change o	order is for procuring the electrical switch ge	ar at an earlier date for lead time purpo	ses.	
B4-4:	Ata ah liat with Ota Mara Mait C. Mait ash	T-t-1		
iviateriais (A	ttach list with Qty, Item, Unit \$, Unit mh 1. Total Direct Cost of Materials	, Total mn, OT mn Total \$)	\$ -	SUBTOTALS
	Overhead & Profit on Item 1.		<u> </u>	
	(15% maximum, includes small tools & o	consumables)		
	3. Sales Tax (6.75%)		\$ -	
	4. Shipping & Transportation		\$ -	\$ -
Labor				
	5. Total Manhours:	0 MH @ 0 /hr.	\$ -	
	6. Overhead & Profit on Item 5		<u> </u>	
	(0% maximum on straight labor cost, no (O&P includes supervisor's time)	of premium portion)		
	·	0.00%		\$ -
	· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·
Equipment I	Rental (include quotes and pick-up/deliv	very tickets)		
	8. Equipment Rental		\$ -	
	9. Overhead & Profit on Item 8		\$ -	\$ -
	(0% maximum)			
Subcontract	ors (Include quotes with material & equ	ipment backup)		
	10. Subcontractors		\$ 171,000.00	
	11. Overhead & Profit on Item 10.		\$ -	\$ 171,000.00
	(0% maximum)			
	40.5% 0.105	- aaa	Subtotal of Proposal	\$ 171,000.00
	13. 5% OH&P 12. Bonds (% of subtotal of proposal) Refer. to 7.6	5.00% in contract. 1.250%		\$ 8,550.00 \$ 2,244.38
	13. Insureance	1.040%		\$ 2,244.38
			F CHANGE PROPOSAL	\$ 183,661.70
				Ψ 100,001.70
	Time Extension Requests:	0 day(s) Schedule Activity # Affec	ted: Electrical Equipment	<u> </u>
The Contract	or agrees to perform the work outlined in th	is change proposal for the amount spec	ified above and in	
accordance w	rith the Contract documents if the work is a	uthorized by the Owner.		
	er e Charland			
Contractor's	Signature: Efreelnad		Date:	3.15.23
Approval Re	commended by Design Consultant:		Date:	
Owner's Rep	oresentative Approval:		Date:	



#### Greenville Office

1028 Brompton Lane Greenville, NC 27834 252-355-2267 NC License: U.12789

#### **Garner Office**

400 Bricksteel Lane Garner, NC 27529 919-735-3737 NC License: U.12789-01

#### Wilmington Office

501 Covil Avenue Suite 2 Wilmington, NC 28403 910-530-0561 NC License: U.12789-02 SC License: CLM.114684

# **Charlotte Office**

3325 Carolina Avenue Suite D Charlotte, NC 28208 704-423-8890 NC License: U.12789-03

www.pittelectric.com

March 14, 2023

Re: Washington Co PK-12 Swbd

We submit the following quotation for the switchboard and spd on the above referenced project. Our price is based on the Electrical Drawings dated 1-20-2023.

### **Exclusions**

- Permitting Fees/Payment and performance bond.
- Utility Padmount and Primary Feeders/Conduit.
- Cutting and patching of concrete/asphalt.
- Providing Suitable Soils or Hauling off Unsuitable Soils.
- Design errors and omissions.
- NETA Testing/Commissioning/3<sup>rd</sup> Party Testing.

#### **Notations**

- Price is for procurement only. Material handling and installation to be carried by the winning bidder of bid package 26.
- Warranty shall expire 1 year from first use or 18 months from shipment, whichever comes first.
   Additional warranty available for an adder.
- Restocking fees as follows.
- 10% order received and entered on factory, work not start, material not ordered
- 30% Drawings for approval submitted.
- 50% Revisions to approval drawings submitted
- 80% Approved drawings returned. Job released for manufacture and shipment
- 100% Production Started.

# Base Bid

Option A - Eaton - \$116,470 estimated 85+ week lead time. Option B - GE/ABB - \$171,000 estimated 70+ week lead time Option C - Square D \$204,816 - approx 999 working day lead time

Due to the current volatility with the markets, we can only guarantee this quote for 30 days. After 30 days we will have to check with our vendors to see if they will still honor their bid day pricing. Due to the Covid-19 virus we cannot be held liable for Manufacturer Delays in materials. If a delay is given, we will notify you as soon as we know of it and try to find alternative methods if the delay is not acceptable, but not at our cost. If an alternative is not available, we will not be responsible for any back charges or liquidated damages due to the delay. This does not cover issues due to our negligence only issues relating to the coronavirus. We have already seen delays in shipping and manufacturing due to the virus. Job Schedules must consider global delays in material, specifically regarding guaranteed dates for Permanent Power and HVAC startup. Any delay in material delivery must result in a schedule adjustment. This does not hold us unaccountable for any delays on our end due to a late release of materials. Submittals need to be reviewed quickly to avoid material increases. A slow review process could result in an increase that we will pass on to the customer.

If we may be of further assistance, please let me know.

Sincerely,

Clay Griffin Branch Manager Greenville Office



March 16, 2023

James Rice SfL+a Architect 333 Fayetteville Street, Suite 225 Raleigh, NC 27601

RE: New Washington PK-12 School- [Green House ]

James,

Here with in please find Proposal for Change Request #3. This change order is for procuring and erecting a Green House for Washington Count School. This cost shall be charged to the Owner.

The total cost of \$53,702.25 shall be charged to the Owner.

Please feel free to contact me with any questions or comments.

Respectfully,

# Efreeland

Elijah Freeland Project Manager

CC: Mike Konieczka

#### **CORPORATE**

763 Comtech Drive
P.O Box 1149
Pembroke, NC 28372
Phone: 910.521.8013
Fax: 910.521.8014

# **FAYETTEVILLE**

110 Anderson St. Fayetteville, NC 28301 Phone: 910.849.4197

### **RALEIGH**

3050 Hammond Business Place, Suite 121 Raleigh, NC 27603 Phone: 919.322.2220 Fax: 919.322.2222

#### **CHARLOTTE/COLUMBIA**

2401 Whitehall Park Dr., Ste. 650 Charlotte, NC 28273 Phone: 980.209.9680 Fax: 980.209.9698

# **NATIONAL HARBOR**

6170 Oxon Hill Rd. Suite 210 Oxon Hill, Maryland 20745 Phone: 301.276.0123

13. 5% OH&P 5.00% \$ 2,500.00		Proposal Fo	or Change Red	quest Form				
Contractor:   Phase 1   Contractor #: Contractor   Meticon	Project:	New Washington PK-12 School		Proposal #: 3				
Description of Change: This change order is for procuring and erecting a green house for Washington County School.  Materials (Attach list with City, Item, Unit S, Unit mh, Total mh, OT mh Total S)  1. Total Direct Cost of Materials 2. Overhead & Profit on Item 1. (15% maximum, Includes small tools & consumables) 3. Sales Tax (6,75%) 4. Shipping & Transportation 5. Total Manhours: 6. Overhead & Profit on Item 5 (0% maximum on straight labor cost, not premium portion) (0&P includes superiors of stme) 7. Payroll Taxes & Ins. (Labor Burden) 9. Overhead & Profit on Item 8 10. Subcontractors (Include quotes with material & equipment backup) 10. Subcontractors (Include quotes with material & equipment backup) 11. Overhead & Profit on Item 10 12. Southour status 11. Overhead & Profit on Item 10 13. 5% OH&P 12. Bonds (% of substated of proposel) Refer to 7 in contract. 11. Overhead & Profit on Item 10 13. Insureance 14. Subcontractors 15. Total OF CHANGE PROPOSAL 15. Insureance 16. Oday(s) Schedule Activity # Affected:  Time Extension Requests: 10. day(s) Schedule Activity # Affected:  The Contractor's Signature:  Excelend.  Date: 3.16.23  Approval Recommended by Design Consultant: Date:	-							
This change order is for procuring and erecting a green house for Washington County School.  Materials (Attach list with Qty, Item, Unit S, Unit mh, Total mh, OT mh Total S)  1. Total Direct Cost of Materials 2.  2. Overhead & Profit on Item 1.  1. (15% maximum, includes small tools & consumables) 3. Sales Tax (677%) 4. Shipping & Transportation 5. Total Manhours: 6. Overhead & Profit on Item 5 6. Overhead & Profit on Item 8 6. Overhead & Profit on Item 8 7. Payroll Taxes & Isin, Lisbor Burden 1 0.00%  Equipment Rental (Include quotes and pick-up/delivery tickets) 8. Equipment Rental (Include quotes and pick-up/delivery tickets) 9. Overhead & Profit on Item 8 9. Overhead &	Contractor:	Metcon		Contractor #: N	/A			
This change order is for procuring and erecting a green house for Washington County School.  Materials (Attach list with Qty, Item, Unit S, Unit mh, Total mh, OT mh Total S)  1. Total Direct Cost of Materials 2.  2. Overhead & Profit on Item 1.  1. (15% maximum, includes small tools & consumables) 3. Sales Tax (677%) 4. Shipping & Transportation 5. Total Manhours: 6. Overhead & Profit on Item 5 6. Overhead & Profit on Item 8 6. Overhead & Profit on Item 8 7. Payroll Taxes & Isin, Lisbor Burden 1 0.00%  Equipment Rental (Include quotes and pick-up/delivery tickets) 8. Equipment Rental (Include quotes and pick-up/delivery tickets) 9. Overhead & Profit on Item 8 9. Overhead &								
Materials (Attach list with Qty, Item, Unit \$, Unit mh, Total mh, OT mh Total \$)  1. Total Direct Cost of Materials 2. Overhead & Profit on Item 1.  (15% maximum, Includes small tools & consumables) 3. Sales Tax (6.75%) 4. Shipping & Transportation 5. Total Manhours: 6. Overhead & Profit on Item 5 ((0% maximum) on straight labor cost, not premium portion) ((0.8P includes supervisor's time) 7. Payroll Taxes & Ins. ((labor Burden) 0.00% 5. Total Manhours: 9. Overhead & Profit on Item 5 ((0% maximum) 10.00% 5. Overhead & Profit on Item 8 ((0% maximum) 10.00% 5. Overhead & Profit on Item 8 ((0% maximum) 10.00% 5. Overhead & Profit on Item 8 ((0% maximum) 10.00% 11. Overhead & Profit on Item 10. ((0% maximum) 12. Blonds ((id ruberoal of proposal) Refer to 7.6 in contract. 12.50% 12. Blonds ((id ruberoal of proposal) Refer. to 7.6 in contract. 12.50% 13. Insureance 10. day(s) Schedule Activity # Affected:  The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.  Contractor's Signature:  Expected.  Date: 3.16.23  Approval Recommended by Design Consultant: Date:		_	ngton County School					
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(O&P includes supervisor's time) 7. Payroll Taxes & Ins. (Labor Burden) 0.00%  Equipment Rental (include quotes and pick-up/delivery tickets)  8. Equipment Rental 9. Overhead & Profit on Item 8 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5			tion)	<u> </u>				
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8. Equipment Rental 9. Overhead & Profit on Item 8 (0% maximum)  Subcontractors (Include quotes with material & equipment backup)  10. Subcontractors 11. Overhead & Profit on Item 10. (0% maximum)  Subtotal of Proposal 13. 5% OH&P 12. Bonds (% of subtotal of proposal) Refer. to 7.6 in contract. 12.50% 13. Insureance  TOTAL OF CHANGE PROPOSAL  Time Extension Requests:  0 day(s) Schedule Activity # Affected:  The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.  Contractor's Signature:  Efficience  Date:  3.16.23  Approval Recommended by Design Consultant:  Date:		, , <u> </u>		-				
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Owner's Representative Approval: Date:								
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April 14, 2023

Washington County Mr. Curtis Potter, County Manager 116 Adams Street Plymouth, NC 27962

RE: Letter of Intent – Washington County Schools New Washington PK-12

Dear Curtis,

Metcon, Inc.

Metcon is pleased to announce that we have been successful in securing subcontractor bids and commitments for the New Washington PK-12 School Project within the Board approved budget of \$69,008,181.00. This number is based upon being able to accept and commit to the successful lowest most responsible bidders within the 90 day bid-to-award period they were asked to hold all bids. A critical actionable item Metcon must perform within this period is to notify bidders it is our intent to contract with them and to enter into a formal agreement within 30 days thereafter. Failure for us to do so places the construction budget at risk by no longer being protected by the subcontractor Bid Bonds that will expire thus exposing the Project to subcontractors withdrawing their bids or amending them with a higher bid. In addition to probably subcontractor cost increases, additional costs will be incurred through extending the current construction schedule.

To avoid this exposure, it is Metcon's professional opinion that we be authorized to issue Letters of Intent to the most critical cost and time sensitive subcontractors. This would require the same authorization from the Board to issue Metcon a Letter of Intent prior to the execution of Metcon's Guaranteed Maximum Price which is currently within the approved budget.

This Letter of Intent shall serve as limited approval for Metcon to proceed with the following prior to final LGC approval anticipated on May 2, 2023. Authorization to issue Letters of Intent to critical subcontractors and proceed with shop drawings and submittals for critical path subcontractors only. Limited mobilization and commencement of sitework only to the extent permits are secured. This Letter of Intent also authorizes the continuation of Construction Management Services from April 1, 2023, through May 15, 2023, or until a final GMP is approved. Metcon is authorized to proceed provided costs incurred are credited back within the final Guaranteed Maximum Price and do not exceed *One and One-Half Million Dollars* (\$1,500,000.00). This Letter of Intent shall expire upon the execution of the final Guaranteed Maximum Price. Should the project not move forward, Metcon shall be reimbursed for the expenses incurred up to the amount specifically authorized above, and otherwise as provided for in Agreement date October 15, 2022, AIA Document A133 – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor.

Please acknowledge you are in agreement by	executing this document.
Signature	Date
Print	
Michael J. Konieczka	
Project Executive	