

REQUEST FOR BOARD ACTION

ITEM NO. 15.

DATE OF MEETING: December 14, 2009

REQUESTED BY: David McCole, Finance Director

SHORT TITLE: Resolution Authorizing Contract With and Purchase Order to Jacksonville Mechanical, Inc., for Hot Water Supply Replacement at West Pender Middle School: \$21,731

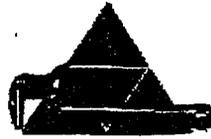
BACKGROUND: Of the \$56 million school bond referendum approved by voters on May 3, 2005, \$876,500 was initially allocated to this project. Pursuant to a Budget Ordinance Amendment on September 19, 2007, this allocation was reduced to \$500,000. Thus far the Board has authorized allocations totaling \$281,477.36 to this project.

At this time, the schools are requesting approval of a contract with and purchase order to Jacksonville Mechanical, Inc., to replace the steel hot water supply and return lines with new steel insulated lines that will tie into the existing boiler lines and HVAC. The schools report that the old lines have been repaired numerous times due to deterioration caused by rust.

The Schools have negotiated the attached contract with the proposed vendor. Jacksonville Mechanical has worked on a previous project at South Topsail Elementary, and their bid was more than \$10,000 cheaper than two other companies for this project. The Schools have indicated that this work must be done during the Christmas vacation because the heat must be turned off during construction.

The County and Schools have entered into the appropriate agreements to permit the County to pay the bills associated with this construction in order to recapture the sales taxes paid and realize a substantial savings.

SPECIFIC ACTION REQUESTED: The Board of Commissioners is requested to authorize a contract with and a purchase order to Jacksonville Mechanical, Inc., as outlined above for replacement of the steel hot water supply and return lines at West Pender Middle School.



JACKSONVILLE MECHANICAL, INC.

350 NC Highway 50

Wallace, North Carolina 28466

Phone - (910) 938-0657 E-mail - jackie@jvillemech.com Fax - (910) 455-9163

November 9, 2009

Ref: West Pender Middle School
Burgaw, North Carolina

R & W is responsible for the following:

- Locate area before digging
- Install 270ft Hot Water Supply underground piping
- Install 270ft Hot Water Return underground piping
- Backfill, Grade and seed area
- Core drill brick wall above grade to penetrate building
- Install insulation with metal jacket on exterior of building
- Connect new piping to existing in mechanical room with new unions
- Install insulation on new piping in mechanical room without metal jacket
- Abandon existing supply and return lines in place
- Remove and replace concrete sidewalk as needed to install new Hot water lines

R & W has excluded the following:

- We are not responsible for unforeseen item found underground
- We are not responsible for any work other than what is listed on scope of work
- We do not include Testing and balancing of system after installation of pipe
- We do not include any additional piping in mechanical room other than connection point
- We do not include any permits or fees in this proposal

Total Cost is: \$ 21,731:00

We will comply with all local, state, and federal regulations. Our license number is 30136

If bond is required add 1.26%

Thank you,

Jackie W. Pierce

CONTRACTOR AGREEMENT

THIS AGREEMENT made the 13th day of November, 2009 (year)
by and between Jacksonville Mechanical, Inc., hereinafter called the Contractor, and
Pender County Schools hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations named
agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the
drawings and/or described in the specifications entitled Exhibit A, as annexed hereto as it
pertains to work to be performed on property at: West Pender Middle School

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before
December 21, 2009 (year) and shall be substantially completed on or before January 15,
2009 (year). Time is of the essence. The following constitutes substantial commencement
of work pursuant to this proposal and contract: (Specify) delivery of materials and
excavation.

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the materials and labor to be performed under the
Contract sum of Twenty One Thousand Seven Hundred Thirty One Dollars (\$21,731.00)
subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract Price shall be paid in the manner following:
See "Schedule of Payment" on page two of this contract.

ARTICLE 5. GENERAL PROVISIONS

1. All work shall be completed in a workman-like manner and in compliance with all
building codes and other applicable laws.
2. The contractor shall furnish a plan and scale drawing showing the shape, size
dimensions, and construction and equipment specifications for the project.

- A description of the work to be done and description of the materials to be used and the equipment to be used or installed, and the agreed consideration for the work.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
 4. Contractor may at its discretion engage subcontractors to perform hereunder, provided Contractor shall fully pay said contractor and in all instances remain responsible for the proper completion of this Contract.
 5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time periodic payment shall be due.
 6. All change orders shall be in writing and signed by both the Owner and Contractor, and shall be incorporated in, and become a part of the contract.
 7. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees or subcontractors and agrees to provide to Owner, prior to beginning work, written evidence of such insurance which shall include Commercial General Liability coverage (occurrence form) of at least one million dollars, combined single limit, and workers compensation and employer's liability of at least \$500,000, or the statutory minimum, whichever is greater. The Commercial General Liability coverage shall name the Owner as an additional insured and must include contractual liability. All insurance companies providing such insurance must be licensed in North Carolina to issue the applicable policies and must have a financial rating of at least A by AM Best rating service or another comparable rating satisfactory to Owner.
 8. Contractor shall at its own expense obtain all permits necessary for the work to be performed.
 9. Contractor agrees to remove all debris and leave the premises in broom clean condition.
 10. In the event the Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
 11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.
 12. Contractor warrants all work for a period of twelve months following completion.

ARTICLE 6. OTHER TERMS

Contractor agrees to indemnify and hold harmless the Owner, its agents and employees for all claims, damages, losses and expenses arising out of this Agreement provided that any such claim, damage loss, or expense is (1) attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property including loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent, reckless or intentional act or omission of the Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts the Contractor may be liable. This paragraph shall not be construed to limit Contractor's indemnity obligations to Owner which exist notwithstanding this paragraph.

Signed this 13th

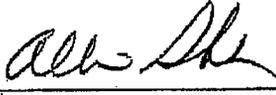
day of November, 2009
(year).

Signed in the presence of:

Witness:

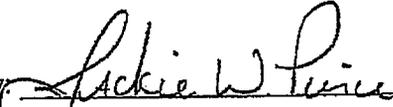
Witness:

By



Owner Signature

By



Contractor Signature

Schedule of Payment

Application for payment shall be made no later than the fifteenth of the month. Pay Request may be a percentage of the contract amount for work completed to that date. Amount of request shall be determined in consultation with and by agreement of the Owner or his representative. Payment shall be made to the Contractor within 30 days.