



City Council Agenda

Thursday, October 08, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

In order to maintain the safety of City residents, City Council, and staff, the October 6, 2020 City Council Work Session and the October 8, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tgQT09>

Phone Dialing alternative:

646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

If you would like to comment during the Persons Requesting to be Heard portion of the October 8, 2020 City Council meeting click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>.

* * * * *

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer:

III. Approval of Minutes:

September 8 and September 10, 2020.

IV. Presentations

1. Presentation of a Proclamation recognizing the week of October 5-9, 2020 as Customer Service Week.

2. Recognize the Planning and Neighborhood Development Services Department for receiving the Marvin Collins Award from the North Carolina American Planning Association for the Union Streetscape Demonstration Project in the category of Engagement. The Marvin Collins Planning Award represents the highest standards of achievement in the planning profession in North Carolina. By undertaking the Union Streetscape Demonstration project, the City utilized a form of tactical urbanism to temporarily illustrate three design streetscape options to gain public feedback and to help finalize a decision. For two days and one night, the demonstration was staffed and displayed the look and feel of possible enhancements to sidewalk widths, outdoor dining and seating, street trees, on street parking and travel lane widths. The response was significant with easily more than a 1,000 people experiencing the demonstration. Through on-line and in-person survey's the public input was critical in helping staff and City Council to choose the current option that is in design. This out of the box hands on approach was innovative and garnered the attention of the selection committee. Special thanks should to be extended to the Buildings and Grounds, Transportation and Public Affairs

Departments for their assistance and also to the staff of the Concord Downtown Development Corporation. Without it, the demonstration would have been impossible. Additionally, recognition should go to City Management and City Council for being open to the demonstration project. Many cities would have been very hesitant to undertake such an unknown, but Concord saw it as another way to truly get public input by building it for the citizens to react.

V. Unfinished Business

VI. New Business

A. Informational Items

- 1. Presentation from Cabarrus Arts Council President and CEO, Noelle Scott.**
- 2. Cabarrus Visitor's Bureau President and CEO, Donna Carpenter, to provide an update regarding the effects of COVID on the tourism industry.**

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

E. Presentations of Petitions and Requests

- 1. Consider authorizing the City Manager and City Attorney to modify the existing loan with Carolina Courts to interest only for a three-month term covering the months of November 2020 through January 2021.** City Council approved a three-month loan modification with Carolina Courts (CEJS, LLC) in March 2020. This modification also included the provision for the City Manager and City Attorney to grant an additional three-month modification if conditions warranted. Both of the three-month modifications were executed which extended the interest only payments through the end of October 2020. Since the economic conditions have changed very little for venues such as Carolina Courts, they are asking City Council to extend the interest only period for an additional three months. If granted this extension would cover the months of November through January. City staff spoke with Carolina Courts' other two financiers -- F&M Bank and the Small Business Administration (SBA) -- and both of them are extending their loans for another three-month interest only period. The interest only payments would continue to be \$1,840.08 per month and the current loan balance is \$1,109,624. The monthly principal and interest payments are normally \$7,425.45. The loan expiration would be extended by the appropriate months if Council approves the modification.

Recommendation: Motion to authorize the City Manager and City Attorney to modify the existing loan with Carolina Courts to interest only for a three-month term covering the months of November 2020 through January 2021.

- 2. Consider amending a resolution for the City of Concord to declare its intentions to issue tax exempt bonds (secured by and payable solely from private development revenues, not City of Concord revenues) in the new amount not to exceed \$18,000,000 to finance the acquisition, rehabilitation and equipping of mixed income units to be known as Coleman Mill Apartments and for related purposes.** May of 2019, Council approved the issuance of a tax-exempt bond in the amount of \$14,000,000 payable solely from private development revenues to finance the acquisition, rehabilitation and equipping of The Coleman-Franklin-Cannon Mill property. This structure is one of the most significant pieces of Concord history as it was the nation's first African-American owned and operated textile mill. Representatives from the development group Sari and Company are continuing to secure tax-exempt financing from North Carolina Housing Finance Agency (NCHFA) to transform the 10.71-acre site, located at 625 Main St. SW, Concord NC, into approximately 152 units of mixed income housing to be known as the Coleman Mill Apartments. Anticipated start date is April 2021. Their plan includes a multi-purpose

room, which will house a memorial featuring Mr. Coleman and his legacy in and around Concord. Norman McCullough is assisting with the memorial. The Developer is requesting the bond increase due to the rising construction costs associated with supply chain issues resulting from COVID-19. The amended amount of the bond issuance is not to exceed \$18,000,000. These bonds would be used for acquisition, rehabilitation and equipping of the aforementioned development. These bonds will not be general obligations of the City but will be special obligations secured by and payable solely from the developer's revenues. Pursuant to Section 160A-456 of the NC General Statutes (NCGS), the municipality has all the power of a housing authority under the NC Housing Authorities Law found in Article 1 of Chapter 157 of the NCGS. This empowers the City to issue its notes and bonds in accordance with the law for the purpose of making loans to assist in housing construction or rehabilitation by private sponsors. The City has determined that providing financing for this development is consistent with the policy and purpose of the law. In order to meet NCHFA's submittal deadline, the Developer must include a resolution from the City which declares the intention to issue bonds. Although the adoption of this resolution will declare the City's intent to issue bonds, the resolution is not a binding commitment of the City to issue the bonds. If the City decides to move forward with the bond issuance, the City will designate a Bond Counsel and the developer will be responsible for all fees associated with the transaction.

Recommendation: Motion to amend a resolution for the City of Concord to declare its intentions to issue tax exempt bonds in the new amount not to exceed \$18,000,000 to finance the acquisition, rehabilitation and equipping of mixed income dwelling units to be known as Coleman Mill Apartments and for related purposes.

- 3. Consider adopting a reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing a fire station from the proceeds of an installment financing contract to be executed during fiscal year 2021.** The City plans to finance a fire station at 3300 Roberta Road. The project may have costs before the City completes the financing. The reimbursement resolution will allow the finance director to reimburse the City for these expenditures from the proceeds of the installment financing deal.

Recommendation: Motion to adopt a reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing a fire station from the proceeds of an installment financing contract to be executed during fiscal year 2021.

- 4. Consider approving a COPS hiring award from the US Department of Justice in the amount of \$1,000,000.** At the February 13, 2020 city council meeting, permission was granted for the police department to apply for the US Department of Justice COPS Hiring Grant. The police department was notified on September 24, 2020 that the City of Concord has been awarded a 3 year hiring grant in the amount of \$1,000,000 to hire 8 police officers. This award covers the salaries and fringe benefits of the officers. The start date of the grant will be when the department hires the first officer, (which will be after 07/01/2021), and the grant will run until all 8 positions have been filled for 36 months. The total local match over the life of the grant will be \$634,224. The local match required for the FY 21-22 budget for this grant will be approximately \$158,556, which is a 25% match of the salaries and benefits for 8 officers. This grant will not impact the current FY20-21 budget.

Recommendation: Motion to accept the COPS hiring grant in the amount of \$1,000,000 for 8 officers.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with Odonnell Company to provide marketing & public relations services for the Rider Transit system.** The RFP process to select a marketing and public relations

firm began in August. Four (4) firms submitted proposals. The proposal review committee, comprised of Rider Transit staff, reviewed and scored the proposals. Based on the review of the technical and price proposals the committee recommended Odonnell Company as the best choice to provide marketing services for Rider, beginning November 1, 2020, running through June 30, 2024. The decision was based on Odonnell Company's extensive transit marketing experience, including working as Rider's most recent marketing partner since 2017, as well as their broad range of experience in other sectors and industries, the quality of their proposal, and the project team and their numerous in-house services and capabilities. The recommendation was approved unanimously by the Concord Kannapolis Transit Commission on September 23, 2020.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with the Odonnell Company.

- 6. Consider authorizing the City Manager to execute a development agreement for certain road improvements with Green Street Land Co., LLC.** Green Street Land Co., LLC will be developing a residential development a parcel located adjacent to Poplar Tent Rd and Harris Rd, which will require certain roadway improvements to mitigate traffic impacts. In June 2020, the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) selected the intersection of Poplar Tent Rd and Harris Rd for STBGP-DA funds, Project No. HL-0001. As such, the attached Development Agreement specifies the in lieu payment for specific improvements, as shown that will be incorporated with the aforementioned project. The developer contribution will be up to \$275,000.

Recommendation: Motion to authorize the City Manager to execute a development agreement for certain road improvements with Green Street Land Co., LLC.

- 7. Consider adopting a resolution to convey a temporary construction easement to Concord Greenway Townhomes, LLC.** Concord Greenway Townhomes, LLC. is developing townhomes on Woodsdale Place. The City owns the parcel across the street from the townhome site and the developer is required to install an extension connecting Patterson to Woodsdale for emergency services. Concord Greenway Townhomes, LLC would like to go ahead and begin construction of the extension prior to the right-of-way being platted.

Recommendation: Motion to adopt a resolution to convey a temporary construction easement to Concord Greenway Townhomes, LLC.

- 8. Consider authorizing the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. for the construction of the Mountain Biking Second St. Parking.** The Mountain Biking Second St. Parking project consists of the construction of a 29 spaces parking lot. Approximately half of the parking lot will have asphalt paving and the rest will be stone base covered. The project was bid under the informal bidding process. Bids were taken on September 23, 2020 and 4 bids were received. The lowest responsible bidder was Carolina Siteworks, Inc. in the amount of \$127,945.40. Park & Recreation budgeted \$195,000 for the project and recommends to pave all the parking lot instead of half for a total cost of \$144,753.40.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. in the amount of \$144,753.40 for the construction of the Mountain Biking Second St. Parking.

- 9. Consider authorizing the City Manager to negotiate and execute a contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 12.** The Fire Station 12 project on Roberta Road has met the criteria for design build project delivery and a request for qualification statements was advertised on August 5, 2020. Eighteen statements were received with six companies being shortlisted for interviews. From the interviews, D. R. Reynolds Company, Inc., was selected. D. R. Reynolds is teaming with Pinnacle Architecture P.A., GAR Engineering and CESI to deliver the

project.. D. R. Reynolds Company, Inc. has completed a total of 26 fire stations since 2008 across North Carolina. The contract with D. R. Reynolds Company, Inc. would consist of two phases – preconstruction services and construction services. The contract will be a fixed fee for pre-construction services and a Guaranteed maximum Price (GMP) for construction services will come back for Council approval. The new fire station will be approximately 18,690 square feet and is preliminarily estimated at \$5,900,000.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 12.

- 10. Consider authorizing the City Manager to negotiate and execute a contract with Garney Companies, Inc. for design build services on the NC Hwy 49 24-inch water main extension project.** City Council approved the criteria to be used for determining the circumstances under which design-build project delivery method is appropriate for City of Concord projects at the January 2020 council meeting. The NC Hwy 49 24-inch water main extension project has met that criteria and a request for qualification statements was advertised on June 11, 2020. Eleven statements were received with four companies being shortlisted for interviews. From the interviews, Garney Companies, Inc., was selected for design build services. Garney is teaming with Hazen and Sawyer who has extensive knowledge of the City’s water system. Garney Companies, Inc. has 59 year of experience specializing in water and wastewater utility infrastructure and has held the #1 contractor ranking in water transmission lines for 10 years in the Engineering News-Records. The Garney and Hazen team have completed 25 projects together, most recently the Irvins Creek Tributary project for Charlotte Water and they are currently working on the Yadkin Raw Water Supply for Union County. The contract with Garney Companies, Inc. would consist of three phases – phase 1a would be preconstruction services for alignment routing, phase 1B would be preconstruction services based on the set alignment and finally phase 2 would be construction services. The phases 1B and 2 would come back for City approval. The new water line will be approximately 18,000 linear feet and project cost is estimated at \$7,267,250.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Garney Companies, Inc. for design build services on the NC Hwy 49 24-inch water main extension project.

- 11. Consider approving a modification to the Interlocal Agreement with Cabarrus County administering the Central Area Plan.** The City entered into an Interlocal Agreement with Cabarrus County administering the Central Area Plan. Under the Agreement, the City agreed not to extend utilities into certain areas east of the then existing City limits except under certain limited circumstances. Timothy and Matthew Hogan has requested an exception to the Agreement in order to obtain water service for proposed two single-family homes at 3385 Westview Road (PIN 5640 69 7462).

Recommendation: Motion to approve a modification of the Interlocal Agreement regarding the Central Area Plan to allow the provision of water to 3385 Westview Road.

- 12. Consider a Preliminary Application from Michael David Barrett.** In accordance with City Code Chapter 62, Michael David Barrett has submitted a preliminary application to receive water service outside the City limits. The property is located at 175 Mary Circle. The parcel is approximately .66 acres, zoned LDR and is developed with an existing single family residence. Public water is available to the parcel however public sewer is not available. The lot is located in the Far Away Place Subdivision.

Recommendation: Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation.

VII. Consent Agenda

- A. Consider adopting a resolution declaring a 1993 Pierce Fire Engine FD-108 surplus and donating the engine to the Cabarrus County School Board of Education to be used by the Concord High School Fire Academy program.** The Fire Department is requesting consideration in declaring a 1993 Pierce Fire Engine FD-108 surplus and donating the engine to the Cabarrus County Board of Education to be used by the Concord High School Fire Academy program. The program is in its twelfth year with a student enrollment of approximately 60 students per semester. The use of the fire unit will greatly enhance the program and give the students a sense of ownership in the program. The City previously donated a 1986 engine, which school system intends to donate to Rowan Cabarrus Community College to be used for the fire protection program.
- Recommendation:** Motion to adopt a resolution declaring a 1993 Pierce Fire Engine FD-108 surplus and donate the unit to the Cabarrus County Board of Education.
- B. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4 the following access easements and maintenance agreements are now ready for approval: Streetscape TW, LLC (PIN 4671-90-1741) 10217 Harris Road and Fortius-Richardson, LLC (PIN 4690-44-0279) 703 Pitts School Road. Access easement and SCM maintenance agreement is being offered by the owners.
- Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Streetscape TW, LLC and Fortius-Richardson, LLC.
- C. Consider accepting an Offer of Infrastructure at The Mills Phase 2C Map 3, Duvier Subdivision, Courtyards at Poplar Tent Phase 1 Map 1 & 2, The Mills, Concord Pkwy and Kannapolis Hwy Retail, and Blue Anchor.** In accordance with the CDO Article 5 improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 27,899 centerline feet of roadway, 475' of 12" water main, 4,786' of 8" water main, 5' of 6" water main, 12 hydrants, 2,946' of 8" sewer line, and 16 manholes.
- Recommendation:** Motion to accept the offer of infrastructure in the following subdivisions and sites: The Mills Phase 2C Map 3, Duvier Subdivision, Courtyards at Poplar Tent Phase 1 Map 1 & 2, The Mills, Concord Pkwy and Kannapolis Hwy Retail, and Blue Anchor.
- D. Consider approval of Change Order #001 in the amount of \$98,040 for the Hwy 29 Elevated Storage Tank project.** Change Order #001 will add an additional second logo to the tank bowl, add an additional 6 lights to illuminate the second logo, and install a concrete sealing agent to the concrete structure that will protect the concrete, prolong the overall aesthetics of the base, and make the structure easier to clean. The additional cost is \$98,040.00.
- Recommendation:** Motion to approve Change Order #001 for the Hwy 29 Elevated Storage Tank project in the amount of \$98,040.00.
- E. Consider adopting an ordinance to amend the FY2020-2021 operating budget and a project ordinance amendment for the Airport Operations and Projects which will appropriate funds received from State of North Carolina Department of Transportation.** Concord-Padgett Regional Airport received Funding in the amount of \$2,085,445 for 2020 and \$2,240,445 for 2021. Funds will be used for the purpose of funding improvements to the airport and paying debt service or related financing costs and expenses on revenue bonds or notes issued by the airport.
- Recommendation:** Motion to adopt a budget amendment and a project amendment for the FY2020/2021 Budget to appropriate NCDOT funds received.
- F. Consider accepting funds from the State of North Carolina Department of Transportation for the construction of the Apron Strengthening Project and to adopt a project amendment.** State funds have been allocated and awarded from the

State Transportation Improvement Program (STIP) for the State Fiscal Year 2020 in the amount of \$300,000 to the Concord-Padgett Regional Airport for the construction of the apron strengthening (Project 48401.3.1).

Recommendation: Motion to accept State Transportation Improvement Program (STIP) funds and adopt the project amendment.

- G. Consider approving a change to the classification/compensation system to include the following classification: HR Technician.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of HR Technician (Grade 210) with a salary range of \$48,520.10 (minimum) - \$64,289.14 (midpoint) - \$80,058.18 (maximum).

- H. Consider acceptance of the Tax Office reports for the month of August 2020.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of August 2020.

- I. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of August 2020.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of August 2020.

- J. Receive monthly report on status of investments as of August 31, 2020.** A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments

VIII. Matters not on the agenda

- TAC
- MTC
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Property Task Force Committee

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.

**A RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA
AMENDING ITS INTENTION TO ISSUE TAX-EXEMPT
MULTIFAMILY HOUSING BONDS**

WHEREAS, on May 9, 2019, the City Council (the “City Council”) of the City of Concord, North Carolina (the “City”) adopted a resolution (the “Inducement Resolution”) at the request of Sari and Company (the “Owner”) declaring that the City intends to authorize the issuance of its Multifamily Housing Revenue Bonds (the “Bonds”) in an aggregate amount not to exceed \$14,000,000, the proceeds of which would be used to finance the acquisition, rehabilitation and equipping of approximately 152 units of multifamily rental housing, to be known as Coleman Mill Apartments (the “Development”), located at 625 Main St SW, Concord, North Carolina 28027;

WHEREAS, the Owner has informed the City that the amount of tax-exempt debt necessary to finance the cost of the Development is more than originally anticipated as a result of increased construction costs caused by supply chain interruptions due to COVID-19, and has requested the City to amend the Inducement Resolution to increase the amount of the Bonds to an amount not to exceed \$18,000,000;

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

1. The City hereby confirms the determination it made in the Inducement Resolution that providing financing for the Development is consistent with the purpose of Section 160A-456(b) (which will be replaced by Section 160D-1311(b) as of January 1, 2021) and Chapter 157 of the North Carolina General Statutes (collectively, the “Act”) and that therefore the Town agrees to assist the Owner in the issuance of the Bonds to finance the acquisition, rehabilitation and equipping of the Development, and, in particular, to undertake the issuance of the Bonds in an amount not to exceed Eighteen Million Dollars (\$18,000,000) to finance a portion of the cost of the Development.
2. The City intends that the adoption of this resolution be considered as an expression of official intent toward the issuance of the Bonds within the meaning of the regulations issued by the Internal Revenue Service pursuant to Section 1.150-2 of the Treasury Regulations issued pursuant to the Code.
3. All other terms of the Inducement Resolution remain in full force and effect.
4. This resolution shall take effect immediately upon its passage.

Read, approved and adopted this 8th day of October, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

STATE OF NORTH CAROLINA)
) SS:
CITY OF CONCORD)

I, *Kim Deason*, City Clerk of the City of Concord, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution titled “**A RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA AMENDING ITS INTENTION TO ISSUE TAX-EXEMPT MULTIFAMILY HOUSING BONDS**” adopted by the City Council of the City of Concord, North Carolina in regular session duly convened on the 8th day of October, 2020, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

WITNESS, my hand and the seal of the City of Concord, North Carolina, this the ___ day of _____, 2020.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

**RESOLUTION DECLARING THE INTENT OF THE CITY OF CONCORD
TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN
CONNECTION WITH THE FINANCING OF A FIRE STATION FROM THE
PROCEEDS OF AN INSTALLMENT FINANCING CONTRACT TO BE
EXECUTED AND DELIVERED DURING FISCAL YEAR 2021.**

WHEREAS, the City Council of the City of Concord, North Carolina (the “City”) by resolution adopted on July 13, 2000 has authorized the City’s Finance Director to take such action as may be required to declare the intent of the City to reimburse itself for capital expenditures made in anticipation of the execution and delivery of tax-exempt obligations and installment financings;

WHEREAS, the City hereby finds and determines that it is in the best interests of the City to proceed with the clearing/grading the site of a new fire station and construction of the facility and associated furnishings at 3300 Roberta Road (collectively, the “Project”);

WHEREAS, the City reasonably expects to receive the proceeds from an installment financing contract (the “Contract”) during fiscal year 2021 to finance the Project;

WHEREAS, the City desires to proceed with the Project and will incur additional capital expenditures (the “Capital Expenditures”) in connection therewith before the execution and delivery of the Contract; and

WHEREAS, the City will advance moneys from funds currently on hand to pay for the Capital Expenditures and the City intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds from the Contract entered into by the City;

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

Section 1. ***Official Declaration of Intent.*** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Contract. The City reasonably expects to execute and deliver the Contract to finance all or a portion of the costs of the Project and the maximum principal amount of the Contract expected to be executed and delivered by the City to pay for all or a portion of the costs of the Project is \$6,000,000.

Section 2. ***Compliance with Regulations.*** This Resolution is a declaration of official intent of the City under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the City’s intent to reimburse itself for the Original Expenditures from proceeds of the Contract.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the City or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Contract.

Section 4. *Effective Date.* This Resolution shall become effective immediately upon the date of its adoption.

ADOPTED AND APPROVED this 8th day of October 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Approval of Reimbursement Resolution
Pam Hinson, Finance Director



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

June 25, 2020

Chief of Police Gary Gacek
City Manager Lloyd Payne

Concord Police Department
41 Cabarrus Avenue West
PO Box 308
Concord, NC 28026

Re: COPS Hiring Program award number 2020UMWX0524
ORI NC01301

Dear Chief of Police Gacek and City Manager Payne:

Congratulations on your agency's award for 8 officer position(s) and \$1,000,000.00 in federal funds over a three-year award period under the 2020 COPS Hiring Program (CHP). The local cash match required for this award will be \$634,224.00. Your agency may use CHP award funding to (1) hire new officers, (2) rehire officers who have been laid off, or (3) are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

A list of conditions that apply to your award is included on your Award Document and Award Document Supplement, if applicable. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. You should read and familiarize yourself with these conditions. **To officially accept your award, the Award Document (including the conditions and special conditions, if applicable) must be signed electronically via the Account Access link on the COPS Office website at www.cops.usdoj.gov within 45 days from the date of this letter.**

The official start date of your award is 07/01/2020. Therefore, you can be reimbursed for allowable and approved expenditures made on or after this date. Please carefully review the Financial Clearance Memorandum (FCM) included in your award package to determine your approved budget, as some of your requested items may not have been approved by the COPS Office during the budget review process and award funds may only be used for approved items. The FCM will specify the final award amount and will also identify any disallowed costs.

Supplemental online award information for 2020 COPS CHP recipients can be found on the CHP Program page at <https://cops.usdoj.gov/chp-award>. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents that will assist you with the implementation of your award including the 2020 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. In addition, the above website link includes the forms and instructions necessary to begin drawing down funds for your award. Please also ensure that you print out a copy of your application and maintain it with your award file records.

ADVANCING PUBLIC SAFETY THROUGH COMMUNITY POLICING

Once again, congratulations on your 2020 CHP award. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.



Phillip E. Keith

Phillip E. Keith, Director

Date: 09/21/2020

Additional Award Notification

2020 Rider Marketing Proposal Score Sheet

Evaluator: Rider Team- Averaged score from 5 evaluators

Bidder: Bouvier Kelly

Technical Evaluation Criteria - 80 Points Maximum	Max Pts	Score
Evaluation of Experience/Qualifications	40	
- Prior work history on similar projects	25	18
- Proposed personnel & resources	10	8
- References	5	5
Evaluation of Work Plan	40	
- Appropriateness - Understanding of Rider Transit and project goals	15	11
- Proposal quality	15	12
- Clarity and detail of submitted strategies	5	3
- Prior Work Samples - Innovation/creativity	5	3
Technical Evaluation Sub Total	80	59
Comments:		
See individual score sheets for comments.		
Cost Proposal Criteria - 20 Points Maximum	Max Pts	Score
- Total Cost	20	13
Cost Proposal Evaluation Sub Total	20	13
Comments:		
13.4 score based on formula		
Formula: total all blended prices from each proposal (456)		
This cost proposal accounts for 33% of total.		
Score = (100%-33%)*20		
Total Submitted Proposal Evaluation Score	Max Pts	Score
	100	73

2020 Rider Marketing Proposal Score Sheet

Evaluator: Rider Team- Averaged score from 5 evaluators

Bidder: Chernoff Newman

Technical Evaluation Criteria - 80 Points Maximum	<u>Max Pts</u>	<u>Score</u>
Evaluation of Experience/Qualifications	40	
- Prior work history on similar projects	25	22
- Proposed personnel & resources	10	8
- References	5	5
Evaluation of Work Plan	40	
- Appropriateness - Understanding of Rider Transit and project goals	15	13
- Proposal quality	15	15
- Clarity and detail of submitted strategies	5	4
- Prior Work Samples - Innovation/creativity	5	5
Technical Evaluation Sub Total	80	72

Comments:

See individual score sheets for comments.

Cost Proposal Criteria - 20 Points Maximum	<u>Max Pts</u>	<u>Score</u>
- Total Cost	20	14
Cost Proposal Evaluation Sub Total	20	14

Comments:

14.2 score based on formula

Formula: total all blended prices from each proposal (456)

This cost proposal accounts for 29% of total.

Score = (100%-29%)*20

Total Submitted Proposal Evaluation Score	<u>Max Pts</u>	<u>Score</u>
	100	86

2020 Rider Marketing Proposal Score Sheet

Evaluator: Rider Team- Averaged score from 5 evaluators

Bidder: Cyfuture Inc.

Technical Evaluation Criteria - 80 Points Maximum	Max Pts	Score
Evaluation of Experience/Qualifications	40	
- Prior work history on similar projects	25	10
- Proposed personnel & resources	10	5
- References	5	3
Evaluation of Work Plan	40	
- Appropriateness - Understanding of Rider Transit and project goals	15	5
- Proposal quality	15	2
- Clarity and detail of submitted strategies	5	1
- Prior Work Samples - Innovation/creativity	5	2
Technical Evaluation Sub Total	80	27
Comments:		
See individual score sheets for comments.		
Cost Proposal Criteria - 20 Points Maximum	Max Pts	Score
- Total Cost	20	18
Cost Proposal Evaluation Sub Total	20	18
Comments:		
17.8 score based on formula		
Formula: total all blended prices from each proposal (456)		
This cost proposal accounts for 11% of total.		
Score = (100%-11%)*20		
Total Submitted Proposal Evaluation Score	Max Pts	Score
	100	45

2020 Rider Marketing Proposal Score Sheet

Evaluator: Rider Team- Averaged score from 5 evaluators

Bidder: Odonnell Company

Technical Evaluation Criteria - 80 Points Maximum	<u>Max Pts</u>	<u>Score</u>
Evaluation of Experience/Qualifications	40	
- Prior work history on similar projects	25	24
- Proposed personnel & resources	10	9
- References	5	5
Evaluation of Work Plan	40	
- Appropriatenss - Understanding of Rider Transit and project goals	15	14
- Proposal quality	15	13
- Clarity and detail of submitted strategies	5	5
- Prior Work Samples - Innovation/creativity	5	4
Technical Evaluation Sub Total	80	74
Comments:		
See individual score sheets for comments.		
Cost Proposal Criteria - 20 Points Maximum	<u>Max Pts</u>	<u>Score</u>
- Total Cost	20	14
Cost Proposal Evaluation Sub Total	20	14
Comments:		
14.4 score based on formula		
Formula: total all blended prices from each proposal (456)		
This cost proposal accounts for 28% of total.		
Score = (100%-28%)*20		
Total Submitted Proposal Evaluation Score	<u>Max Pts</u>	<u>Score</u>
	100	88

	Total	
Odonnell Company	88	
Chernoff Newman	86	
Bouvier Kelly	73	
Cyfuture Inc.	45	

Drawn By: VaLerie G. Kolczynski, City Attorney, City of Concord

Return to: City of Concord, ROD Box

PIN: 4681023931

NORTH CAROLINA

DEVELOPMENT AGREEMENT
FOR ROAD IMPROVEMENTS

CABARRUS COUNTY

THIS AGREEMENT, by and between Green Street Land Co., LLC, a North Carolina limited liability company whose principal place of business is 6531 Hazelton Drive, Charlotte, NC (hereinafter referred to as “Developer,” or “Green Street”), and the CITY OF CONCORD, a North Carolina municipal corporation organized under the laws of the State of North Carolina, (hereinafter referred to as “City”) shall be effective upon the date executed by all parties;

WITNESSETH:

WHEREAS, Developer will be developing that certain parcel of real property located adjacent to Poplar Tent Road and Harris Road more particularly identified as PIN 4681023931, the (Developer Property”); and

WHEREAS, Developer plans to develop the Developer Property as a residential development in accordance with the individual site plans previously approved or to be considered for approval by the City; and

WHEREAS, the North Carolina Department of Transportation determined that certain improvements would be required at the intersection of Poplar Tent Road and Harris Road (“the Intersection”) to mitigate traffic impacts of the development (the “NCDOT ROW Project”); and

WHEREAS, the North Carolina Department of Transportation (NCDOT) has current plans to make improvements to the said Intersection in the future; and

WHEREAS, City proposes to enter this Agreement with Developer to facilitate a cash-in-lieu arrangement for the Intersection improvements and will enter a separate agreement with NCDOT to participate in the funding of the Intersection improvements.

NOW, THEREFORE, in consideration of the terms, conditions and agreements hereinafter set forth, it is agreed by the parties hereto as follows:

1. Green Street shall pay to the City the sum of Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$275,000) (“the Developer Contribution”) as cash in lieu of the Intersection improvements generally as shown on the concept drawings (attached hereto as Exhibit A). Although the final plans have not been completed, it is agreed that the contribution required from Green Street shall not exceed \$275,000.

2. Green Street shall be required to dedicate all necessary easements and other pertinent property rights on property owned by Green Street that are necessary to construct and maintain Intersection improvement as reflected as the “Future R/W” on construction plans to be approved by the City. NCDOT shall be responsible for the acquisition of any necessary property rights on property owned by others.

3. City shall approve the municipal portion of the Final Plat(s) and subsequent Certificates of Occupancy required of the Developer in accordance with the applicable portions of the City’s development ordinance once all other requirements are met beyond the Intersection improvements that are the subject of this Agreement.

4. Upon payment of the Developer Contribution by Developer to the City, Developer shall have no further responsibilities with regard to the Intersection improvements that are the subject of this Agreement.

5. Developer shall comply and be bound and governed by all zoning and subdivision ordinances and regulations of the City now in existence or hereafter adopted that are applicable to the Developer Property, and all ordinances and regulations of the City now in existence or hereafter adopted. Further, Developer specifically understands and acknowledges that this Agreement shall not constitute approval, permit or permission for any aspect of the proposed project associated with he Developer Property and all such approvals, permits or permissions must be obtained in the manner or by the procedure specified by the particular policy, ordinance, statute or other applicable law.

6. In the event that either party believes that there has been a material violation of this Agreement, such party shall give the other written notice and a 10-day period within which to cure the

alleged violation. Either party shall grant the other a longer period, in writing, to cure any violation of this Agreement as may be reasonably required provided that other party shall promptly commence and diligently pursue such cure.

7. **This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns**; provided, however, no assignment of the agreement shall be made without the prior written approval of the City. Approval of such assignment will not be unreasonably withheld, conditioned, or delayed.

8. Notices under this Agreement shall be given to the following parties:

a. IF TO THE CITY: Lloyd Wm. Payne, JR., ICMA-CM
City Manager
City of Concord
P.O. Box 308
Concord, NC 28026-0308

With a copy to the City Attorney at the same address

b. IF TO DEVELOPER: Green Street Land Co., LLC
Ken Orndorff
6531 Hazelton Drive
Charlotte, NC 28210

Notices are deemed to be given if deposited in the U.S. mail, postage prepaid in an envelope addressed to the appropriate party.

9. Legal Disputes shall be brought in the State courts of Cabarrus County, NC, and shall not be removed to federal court by any party. The laws of the State of North Carolina shall govern any legal disputes which may arise in regard to this agreement.

10. If Developer is voluntarily or otherwise dissolved and/or suspended and Developer does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Agreement, at the sole option of the City, shall be declared null and void or Developer shall execute a new Agreement showing Developer's correct legal entity.

11. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

12. This Agreement will expire upon full payment of the Developer Contribution to the City, the City approval of the final plat and/or certificate of occupancy, or five (5) years from the date of the execution, whichever first occurs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date las below written.

DEVELOPER:

Green Street Land Co., LLC, a North Carolina limited liability company

By: _____

Date: _____

CITY:

CITY OF CONCORD

A North Carolina municipal corporation

By: _____

Lloyd Wm. Payne, Jr., City Manager

Date: _____

ATTEST:

By: _____

Kim J. Deason, City Clerk

[SEAL]

APPROVED AS TO FORM:

VaLerie G. Kolczynski, City Attorney

Exhibit A

Approved Intersection Improvement Engineering Drawings



Drawing name: \\waterg-horn.com\SE_CHL_PR\A\16077 Green Street\0\002 Oaklawn Townhomes Roadway Improvements\01_CADD\Exhibits\2019-12_Poplar Tent Right Turn Lane\Boundary Exhibit.dwg SHEET 1 Date: 12, 2019 10:01am by: daniel.bauer

OAKLAWN TOWNHOMES DEVELOPMENT - OFFSITE ROADWAY IMPROVEMENTS - POPLAR TENT RIGHT TURN LANE

DATE: 12-13-19

SHEET 1 of 1



REGISTRATION # 2522
 600 SOUTH PINE STREET, SUITE 200
 CHARLOTTE, NORTH CAROLINA 28202
 PHONE: 704.366.8100

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.

Bid Tabulation Summary
2019-063 Second Street Parking
Bids Received September 24, 2020, 10 AM BOC Ready Room

No.	Item	Description	Units	QTY.	C.A.M. Hauling & Grading		Ike's Construction, Inc.		Carolina Siteworks, Inc.		Trull Contracting	
					Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	800	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 31,500.00	\$ 31,500.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
2	801	Construction Surveying	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,550.00	\$ 2,550.00	\$ 3,000.00	\$ 3,000.00
3	SP-01	Comprehensive Grading	1	LS	\$ 31,978.00	\$ 31,978.00	\$ 20,000.00	\$ 20,000.00	\$ 36,800.00	\$ 36,800.00	\$ 50,000.00	\$ 50,000.00
4	SP-02	Select Material	30	TN	\$ 50.00	\$ 1,500.00	\$ 40.00	\$ 1,200.00	\$ 48.00	\$ 1,440.00	\$ 35.00	\$ 1,050.00
5	SP-03	Borrow Excavation	30	CY	\$ 82.00	\$ 2,460.00	\$ 50.00	\$ 1,500.00	\$ 29.00	\$ 870.00	\$ 35.00	\$ 1,050.00
6	270	Geotextile for Soil Stabilization, MIRAFI 500 X or equivalent	100	SY	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 3.00	\$ 300.00	\$ 5.00	\$ 500.00
7	226	Undercut Excavation	100	CY	\$ 82.00	\$ 8,200.00	\$ 30.00	\$ 3,000.00	\$ 25.00	\$ 2,500.00	\$ 35.00	\$ 3,500.00
8	848	6 -inch thick Concrete slab for Porta-Jon	10.5	SY	\$ 98.00	\$ 1,029.00	\$ 100.00	\$ 1,050.00	\$ 100.00	\$ 1,050.00	\$ 75.00	\$ 787.50
9	520	Aggregate Base Course	450	TN	\$ 50.00	\$ 22,500.00	\$ 55.00	\$ 24,750.00	\$ 48.00	\$ 21,600.00	\$ 35.00	\$ 15,750.00
10	610	Asphalt Concrete Surface Course, Type S9.5B	100	TN	\$ 200.00	\$ 20,000.00	\$ 248.00	\$ 24,800.00	\$ 94.00	\$ 9,400.00	\$ 125.00	\$ 12,500.00
11	620	Asphalt Binder for Plant Mix	6	TN	\$ 150.00	\$ 900.00	\$ 550.00	\$ 3,300.00	\$ 630.00	\$ 3,780.00	\$ 500.00	\$ 3,000.00
12	654	Asphalt Plant Mix, Pavement Repair	6	TN	\$ 416.67	\$ 2,500.02	\$ 330.00	\$ 1,980.00	\$ 350.00	\$ 2,100.00	\$ 200.00	\$ 1,200.00
13	305	15" R.C. Drainage Pipe, Class III	10	LF	\$ 98.00	\$ 980.00	\$ 100.00	\$ 1,000.00	\$ 96.00	\$ 960.00	\$ 100.00	\$ 1,000.00
14	848	4-inch Thick, 5-foot-Wide Concrete Sidewalk on 6 inches of compacted ABC.	62	SY	\$ 67.75	\$ 4,200.50	\$ 85.00	\$ 5,270.00	\$ 102.00	\$ 6,324.00	\$ 75.00	\$ 4,650.00
15	1250	Thermoplastic Pavement Marking Lines, 4", 90 mils	300	LF	\$ 10.00	\$ 3,000.00	\$ 10.00	\$ 3,000.00	\$ 12.00	\$ 3,600.00	\$ 11.00	\$ 3,300.00
16	SP-04	Precast Concrete Wheel Stops	29	EA	\$ 135.00	\$ 3,915.00	\$ 100.00	\$ 2,900.00	\$ 170.00	\$ 4,930.00	\$ 100.00	\$ 2,900.00
17		Landscaping in accordance to the plans (Sheet 3 of 5)	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 5,360.00	\$ 5,360.00	\$ 6,160.00	\$ 6,160.00	\$ 6,500.00	\$ 6,500.00
18	876	Rip Rap, Class B	2	TN	\$ 75.00	\$ 150.00	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00
19	876	Geotextile for Drainage	10	SY	\$ 100.00	\$ 1,000.00	\$ 10.00	\$ 100.00	\$ 5.00	\$ 50.00	\$ 5.00	\$ 50.00
20	300	Foundation Conditioning Material, Minor Structures	50	TN	\$ 70.00	\$ 3,500.00	\$ 40.00	\$ 2,000.00	\$ 48.00	\$ 2,400.00	\$ 35.00	\$ 1,750.00
21	300	Foundation Conditioning Geotextile	100	SY	\$ 23.00	\$ 2,300.00	\$ 5.00	\$ 500.00	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00
22	1605	Temporary Silt Fence	300	LF	\$ 8.00	\$ 2,400.00	\$ 3.00	\$ 900.00	\$ 3.00	\$ 900.00	\$ 5.00	\$ 1,500.00
23	1610	Sediment Control Stone	3	TN	\$ 75.00	\$ 225.00	\$ 40.00	\$ 120.00	\$ 50.00	\$ 150.00	\$ 50.00	\$ 150.00
24	1632	1/4" Hardware Cloth	20	LF	\$ 15.00	\$ 300.00	\$ 10.00	\$ 200.00	\$ 3.00	\$ 60.00	\$ 20.00	\$ 400.00
25	1631	Matting for Erosion Control (North American Green S75BN or eq.)	150	SY	\$ 7.67	\$ 1,150.50	\$ 6.00	\$ 900.00	\$ 3.00	\$ 450.00	\$ 5.00	\$ 750.00
26	1660	Seeding and Mulching	0.2	AC	\$ 5,785.00	\$ 1,157.00	\$ 5,000.00	\$ 1,000.00	\$ 14,700.00	\$ 2,940.00	\$ 5,000.00	\$ 1,000.00
					Estimated Base Cost	\$ 166,345.02		\$ 140,530.00		\$ 116,314.00		\$ 121,987.50
					10% Contingency	\$ 16,634.50		\$ 14,053.00		\$ 11,631.40		\$ 12,198.75
					Total Estimated Cost	\$ 182,979.52		\$ 154,583.00		\$ 127,945.40		\$ 134,186.25
					Bid Bond	Yes		Yes		Yes		Yes
					Irregularities	None		None		None		Yes, Math error . Did not affect outcome of the bid

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.



9-25-2020

**Prepared
For
City of Concord Fire Station 12**



D.R. REYNOLDS COMPANY, INC.

D.R. Reynolds Company, Inc.

708 Griffin Farm Road

Star, NC 27356

(910) 428-1360



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

August 27, 2020

City of Concord Fire Department
635 Alfred Brown Jr. Court SW
Concord, North Carolina 28026

Re: SOQ for City of Concord Fire Station 12

Dear City of Concord,

We would like to first thank you for the opportunity to present our company for your consideration to provide professional services for the City of Concord Fire Station 12. We are very interested in your upcoming project and have taken into consideration all requirements set forth by the RFQ for this project and have combined them into these pages for your review and evaluation.

Please find in this qualification package a profile of our company, our company's relevant experience, project team, project approach, and company's minority participation statement.

We look forward to working with you and your staff for a successful project. We are ready to proceed immediately and work diligently to meet all the demands this project has to offer.

Thank you for your consideration of our company, and if you have any questions or need further information, please don't hesitate to contact me.

Sincerely,

Danny Reynolds
President
D. R. Reynolds Company, Inc.



Table of Contents

Page	1	Cover Letter
Page	2	Table of Contents
Page	3	Firm Information
Page	4	History of D. R. Reynolds Company, Inc.
Page	5	Surety/ Bond Letter
Page	6	Insurance- COI
Page	7	Relevant Experience with Similar Projects
Page	8	Relevant Experience with Similar Projects(<i>continued</i>)
Page	9	Town of Harrisburg Fire Station 3
Page	10	Center Rural Volunteer Fire Department
Page	11	Cool Springs Volunteer Fire Department
Page	12	Trinity Fire and Rescue
Page	13	Bethlehem Volunteer Fire Department
Page	14	South Iredell Volunteer Fire Department
Page	15	Project Team- D. R. Reynolds Company
Page	16	Project Team- D. R. Reynolds Company (<i>continued</i>)
Page	17	Project Team- D. R. Reynolds Company (<i>continued</i>)
Page	18	D. R. Reynolds Company, Inc- NC Gen. Cont. License
Page	19	Project Team- Pinnacle Architecture (<i>continued</i>)
Page	20	Pinnacle Architecture NC Board of Architecture License
Page	21	Project Team- GAR Engineering (<i>continued</i>)
Page	22	GAR NC Board of Engineers License
Page	23	Project Approach
Page	24	Project Approach (<i>continued</i>)
Page	25	Project Approach (<i>continued</i>)
Page	26	Minority Participation
Page	27	Minority Participation (<i>continued</i>)
Page	28	Closing Letter



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Firm Information

Contact Information

D. R. Reynolds Company, Inc.
708 Griffin Farm Road
Star, North Carolina 27356

Telephone- 910.428.1360
Fax- 910.428.1361

Contact Person- Bob Rawson
Cell- 910.975.1611
Email- brawson@drreynolds.com

Organizational Category

Established in 1987 as a Corporation



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

History of D. R. Reynolds Company, Inc.

D. R. Reynolds has been in business for over 33 years. From a 4-person company, starting in 1987, D. R. Reynolds now employs over sixty hard working men and women for the construction workforce. Being versed in a multitude of construction divisions, including commercial buildings, specialized concrete, and industrial equipment installation, D. R. Reynolds maintains a broad reach over the construction industry that gives flexibility and sustainability as markets turn.

D. R. Reynolds employs men and women from different backgrounds and experience levels. This gives D. R. Reynolds the advantage when it comes to managing large scale projects. D. R. Reynolds has seven project managers, five project supervisors, eight crew foremen and a full-time safety manager that have the capacity to oversee a project in its entirety.

D. R. Reynolds Company is owned solely by Danny Reynolds, President and NC General Contractor license holder for Unlimited contracting services. Mr. Reynolds started his company in 1987. Christopher Reynolds (27 years with the company) is Vice-President, and Jared Reynolds (6 years with the company) is CFO of D. R. Reynolds Company. Both are sons of Danny Reynolds.

D. R. Reynolds annual construction volume over the last 5 years has continued to increase every year. In 2019 D. R. Reynolds recorded the best sales year in history with a volume of \$41,152,673.00. Likewise in 2018, the sales volume was \$19,049,043.00.

D. R. Reynolds Company will utilize First Bank Insurance and The Travelers Casualty and Surety Company of America to provide surety bonds for this project.

D. R. Reynolds Company has never been in litigation or arbitration with an owner of a similar facility.



Ryan Williams
Account Executive
Travelers Bond & Specialty Insurance
Construction Services
11440 Carmel Commons Blvd.
Charlotte, North Carolina 28226
Direct: (704) 544-3723
Email: rdwilli2@travelers.com

August 18, 2020

D.R. Reynolds Company, Inc.
708 Griffin Farm Rd.
Star, NC 27356

RE: Surety Bond Program

To Whom It May Concern:

It is the privilege of Travelers Casualty and Surety Company of America (Travelers)¹ to provide surety bonds for D.R. Reynolds Company, Inc. Travelers currently provides a bond program for single projects up to \$30,000,000 and aggregate of \$60,000,000. These parameters should not be construed as maximums as we would gladly entertain higher limits at D.R. Reynolds Company, Inc. request.

We are pleased to share with you our experience with this fine organization and we recommend them to you. We believe the company is properly financed, well equipped, and capably managed. At their request we will give favorable consideration to providing the required bid, performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between D.R. Reynolds Company, Inc and Travelers, and will be subject to our standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Ryan Williams

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or more)).



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Relevant Experience with Capabilities

D. R. Reynolds Company has a full understanding of the scope of work currently envisioned. Being a Design-Build General Contractor, D. R. Reynolds Company has full



confidence in the ability of its team to understand, on a deep level, the program set forth and prepare a project design that will be a viable option for the station. All the

elements; design, permitting, preparing construction documents, bid process, construction management and the construction process, will all be handled turnkey due to the nature of the D. R. Reynolds Company platform. D. R. Reynolds Company completed its first

Emergency Service Station in May 2008. Since then, D. R.



Reynolds has

completed a total of 26 stations across North Carolina.



Since D. R. Reynolds has completed a broad range of buildings and works for a variety of unique clients, D. R. Reynolds Company has been able to stay on the cutting edge of information and constructible materials to

provide the best end-product for the client.



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

The most recent department projects completed by D. R. Reynolds with a similar scope of work detailed in this RFQ are Town of Harrisburg Station 3, Cool Springs Fire Department, Trinity Fire Department, Center Rural Volunteer Fire Department, Bethlehem Volunteer Fire Department, and South Iredell Volunteer Fire Department.



Town of Harrisburg Fire Station 3

The project was designed with lasting brick veneer, durable concrete driveways, an energy compliant insulation, and metal



roof structure. The interior of the building was constructed with custom oak cabinets, able to withstand the day-to-day actions of an active fire

department and maintenance free commercial grade vinyl tile to reduce yearly cleaning costs. High efficiency HVAC systems

were installed to reduce the high energy bills, along with LED lighting for strong and durable visibility in the truck bay area.



After the original design, value engineering was required to

keep the project within the town's budget. Areas were concrete foundations and site related items. These savings, in conjunction with the project contingency, allowed room for the project to counteract with undetected site variables that forced the project to remove bad dirt.



Additionally, the fire department was able to add certain items that were well welcomed, including additional airlines for the truck bay,

architectural fencing around the sand filter, upgrade in overhead doors, and an added fire hydrant to the site. All these items were added during the project and didn't affect the delivery date to the town.



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

CM@Risk

Architect:

Stewart- Cooper- Newell

Project Cost:

\$2,100,00.00

Completion Year:

2016

Project Size:

9,223sf

Project Team:

Bob Rawson

Goosie Kennedy

Larry Reynolds

Client Contact:

Bryan Dunn

*8045 Rocky River Road
Harrisburg, North Carolina*

704.455.3574

bdunn@hfdnc.org

Center Rural Volunteer Fire Department

Center Rural Volunteer Fire Department had a mighty task, build a new station on a busy street that not only could withstand the



demanding lifestyle but also fit into the historical town atmosphere. D. R. Reynolds Company was up for the challenge. Center Rural took advantage of the Design-Build method to



construct their station and asked competing contractors to evaluate a list of needs and propose a building project that would fit all the criteria. Center Rural VFD had needs for 10

overhead doors, a storage mezzanine, training room, kitchen, conference room, day room, and high-ranking officer's offices. The exterior of the building is constructed with block, brick, and stone, a method of construction that will last a lifetime with low maintenance needs.



The roof structure over the offices is light gauge metal



trusses, and for the bays a pre-engineered metal building. The roofing material is standing seam metal roof that will withstand the elements for many seasons.



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

Design- Build

Architect:

JP+A Architect

Project Cost:

\$1,746,009.00

Completion Year:

2018

Project Size:

12,628sf

Project Team:

Bob Rawson

Mike Vanhoy

Goosie Kennedy

Todd Smith

Client Contact:

Shaun Morgan

116 S. Main Street

Norwood, North Carolina

704.474.7190

smorgan@servpro9954.com

Cool Springs Volunteer Fire Department



Cool Springs Volunteer Fire Department not only provides space for the local fire department, it also houses local EMS and the police headquarters. This project's unique and sustainable features are full height block and brick, 6" metal studs enclosed



with R19 insulation, and roof drains to prevent property erosion. Also, because of the land owned by the fire department, the building shape

was hindered and forced the product of barjoists to carry the load and span the width of this building. They are hidden inside the office portion but exposed inside the truck bays. The team worked closely with the fire department to be sure the office space included a commercial sized kitchen, bedrooms for 10 people, exercise room, dayroom with riser seating, offices for all ranking officers of the fire



department, locker room for adequate personal equipment storage, and an oversized training room which will be used to host public events.



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

Design- Build

Architect:

Pinnacle Architecture

Project Cost:

\$3,679,855.00

Completion Year:

2017

Project Size:

22,482sf

Project Team:

Bob Rawson

Mike Vanhoy

Goosie Kennedy

Larry Reynolds

Client Contact:

Andy Webster

*672 Mocksville Highway
Statesville, North Carolina*

704.874.3221

awebster@coolspringsvfd.org

Trinity Fire and Rescue



Originally organized in 1961, is now the home to a new fire station, Emergency Service (EMS), and features an office for the Iredell County Sheriff Department. Future growth will not be a problem for Trinity Fire because they have the capacity to hold up to 15 trucks inside of 80' long truck bays, as they continue to expand their range of coverage and support in their fire district.



The exterior of the station is veneered with local Statesville Brick. A large majority of the building is enhanced with rock from Saltville, Virginia. Along

with the exterior veneer, there are also arched windows that enhance the inside and outside of the building.

Inside the building, 80' long custom trusses were fabricated, stood up, hauled, and installed by D. R. Reynolds Company. A vision of owner Danny Reynolds, the trusses were successfully engineered and fabricated inside the D. R. Reynolds fabrication shop. The building is topped with insulated metal panel roof system and 12" CMU walls for interior protection and durability.



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

Design-Build

Architect:

Pinnacle Architecture

Project Cost:

\$4,248,300.00

Completion Year:

2019

Project Size:

26,413sf

Project Team:

Bob Rawson

Mike Vanhoy

Goosie Kennedy

Larry Reynolds

Client Contact:

Shannon Goodman

2997 Wilkesboro Hwy

Statesville, North Carolina

704.876.3646

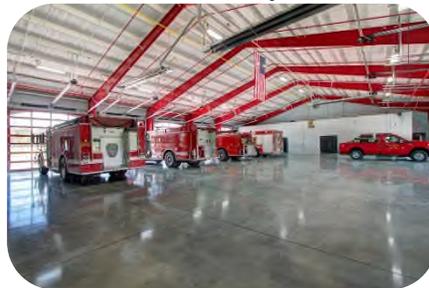
sgoodman800@gmail.com

Bethlehem Volunteer Fire Department



D. R. Reynolds Company met with Bethlehem VFD while completing other projects in Cleveland County; Oak Grove VFD, and Shelby Rescue. Chief Echols had a need for a new fire station that could house his members for the next 50 years.

Bethlehem Volunteer Fire Department hired D. R. Reynolds to build a unique and training friendly department that would serve, not only the needs of today, but the needs of future generations. Bethlehem VFD is on a multi acre site that houses 10 doors for multiple apparatus, has a 50 person training room, large eat in residential kitchen, day room, full view glass doors and an eye catching bell tower in the very front of the building. The design and



space requirements for the department were fully met with all necessary offices and a private conference room for board meetings. Also, storage,

which is always a business must-have, was provided in a mezzanine area located in the low cost truck bay area.

Construction only lasted 8 months for this full rock and brick building and was 1 of 4 fire departments constructed at the same time in the year 2016 by D. R. Reynolds Company



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

Design-Build

Architect:

JP&A

Project Cost:

\$1,951,047.00

Completion Year:

2016

Project Size:

14,200sf

Project Team:

Bob Rawson

Mike Vanhoy

Goosie Kennedy

Lee Dolin

Client Contact:

Lee Echols

907 Bethlehem Road

Kings Mountain, NC

704.739.6206

echols636@gmail.com

South Iredell Volunteer Fire Department



D. R. Reynolds Company stepped in and took the already approved 45 degree turn design and completed an idea to fit



into the project budget, equipped with every turnkey building item that was originally on the department's wish list. This included 2 kitchens, fully brick veneer

building, drive through canopy, bell tower, full view glass doors, custom cabinets, 100Kw generator, sleeping quarters, large community gathering room and 5 drive- through truck bays. South Iredell VFD was built in a well-insulated and easily maintained method to help eliminate additional construction costs and day to day operational costs.



D.R. REYNOLDS COMPANY, INC.

Delivery Method:

Design- Build

Architect:

Pinnacle Architecture

Project Cost:

\$1,958,660.00

Completion Year:

2015

Project Size:

15,122sf

Project Team:

Bob Rawson

Mike Vanhoy

Goosie Kennedy

Mickey Davis

Client Contact:

Brian Weatherman

651 Brumley Road

Mooresville, North Carolina

704.664.3034

BWeatherman@SouthIredellVFD.com



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Project Team

The D. R. Reynolds platform, along with the turnkey process, puts the same personnel working on your front-end work as the construction process. The key staff from D. R. Reynolds Company that will work on this project will be Project Developer Bob Rawson, Project Manager Mike Vanhoy, Project Manager Goosie Kennedy, and Superintendent Larry Reynolds. These members of the team will be present for the meetings from initial design discussions throughout all construction phases. Single company contacts for the duration of your project is another advantage of hiring D. R. Reynolds Company.

Bob Rawson will be the contact person for the entirety of the project, however the following members of the D. R. Reynolds team will have a major impact in the effort for project success: Chris Reynolds (Scheduling), Jared Reynolds (Contract Documents), Thomas Bulla (Estimating), Project Manager Lee Simmons (Steel Design), Jay Bennett (Safety Manager), and Danny Reynolds (General Business). Jared Reynolds is also an additional General Contractor's License holder for D. R. Reynolds Company. D. R. Reynolds Company, Inc. has a team that is dedicated to helping one another to meet the common goal, an outstanding final product. D. R. Reynolds is fully staffed and has the available resources to commit to this project. If chosen, D. R. Reynolds is ready to mobilize immediately and proceed right away.



Project Team

Bob Rawson, Project Developer, has been working with clients for 28 years, 13 of those at D. R. Reynolds. A 1985 graduate of the Citadel, Mr. Rawson has worked on projects ranging from \$150,000.00 to projects in excess of \$25 million dollars for clients across the Southeast. Mr. Rawson has a strong sense of seeing a project come together and helping others see that vision as well. Mr. Rawson's key role during the pre-construction phase will be to oversee the drawings and ensuring current, appropriate and needed information get from owner to contractor to architect and back. During construction, Mr. Rawson will assist in quality control and make weekly visits to the site to ensure the best construction practices are being utilized. Mr. Rawson will be the single point of contact for this project's duration.

Mike Vanhoy, Project Manager, is a graduate of Pfeiffer University and been working in the commercial construction industry for 25 years. With Mr. Vanhoy's strong construction background, he largely helps to carry out scheduling materials and personnel within the jobsite to ensure the progress continues to grow. Mr. Vanhoy's role as Project Manager will start after the pre-construction phase. Buyouts of contracts after owner approvals will be the main objective for Mr. Vanhoy. Mr. Vanhoy will make weekly trips to the site for respective contractor meetings and to ensure the work in place is timely and correct.

Goosie Kennedy is another Project Manager for the D. R. Reynolds team that started in 2009. Mr. Kennedy came to D. R. Reynolds after graduation from Appalachian State University and has worked his way up with the guidance and support of the veteran D. R. Reynolds staff. Mr. Kennedy has taken Superintendent, Project Management, Salesman and Estimating roles for various jobs during his time at D. R. Reynolds Company. Mr. Kennedy is also a General Contractor's License holder.



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Project Team

The three, Rawson, Vanhoy, and Kennedy, have worked together on multiple projects and successfully completed the last 24 stations built by D. R. Reynolds Company, since 2009. Mr. Rawson and Mr. Vanhoy have worked together on over 36 fire department projects dating back to 1995.

With the D. R. Reynolds office centrally located within the state, Star, North Carolina, all key personnel are readily available to be on site at a moment's notice. D. R. Reynolds strives to have open communication among the staff and the shared project responsibility among the D. R. Reynolds team keeps the availability of the staff flexible to be able to manage multiple projects at one time. The D. R. Reynolds staff has time and availability to work diligently on this project even with the current timelines and underway projects.

For pre-construction and beyond, Mr. Rawson, Mr. Vanhoy and Mr. Kennedy are available to start immediately.

License Year

2020

License No.

41127

North Carolina

Licensing Board for General Contractors

This is to Certify That:

D.R. Reynolds Company, Inc.
Star, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building

until

December 31, 2020

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



Chairman

Secretary-Treasurer



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Project Team: *Pinnacle Architecture P.A., Matthews, North Carolina*

Frank Williams and Randy Baker, both principle architects of Pinnacle Architecture, P.A located in Matthews, North Carolina will handle all the architectural drawings. D. R. Reynolds Company and Pinnacle Architecture will review the project program and custom plan the facility.

Frank Williams, AIA, NCARB, has been involved in the architectural and construction industry since 1965. During this time he has been involved with over 500 various institutional, commercial and residential projects at all levels. Mr. Williams graduated from North Carolina State University and began work as a partner and project architect with the firm of J.L. Williams Architect-Engineer and Associates.

Randy Baker, AIA, attended North Carolina State University and Rowan Technical College and received an Associate Degree in Architectural Drafting in 1982. Mr. Baker joined Williams and Associates in 1987. Presently, Mr. Baker is a Vice-President and co-owner of Pinnacle Architecture, P.A.

Recently, Pinnacle Architecture has teamed up with D. R. Reynolds Company to Design-Build the following stations that are relative in scope to the City of Concord Fire Station 12:

- Cool Springs Volunteer Fire Department
- Trinity Fire and Rescue
- Bethlehem Fire Department
- South Iredell Fire Department

Pinnacle Architecture
Randy Baker
630 Team Road, Suite 200
Matthews, North Carolina 28106
704.847.9851

The North Carolina Board of Architecture

certifies that

Pinnacle Architecture, P.A.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 51264
Initial registration: 6/26/2001
Expires on: 12/31/2020



Catherine M. Evans

Executive Director



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Project Team: *GAR Engineering, Concord, North Carolina*

In 1990, GAR Engineering, Inc. was started by its owner and founder Gregory A. Riffe, PE, a 1981 graduate of North Carolina State University. GAR Engineering provides Plumbing, Mechanical, Electrical, and Fire Protection design and consulting with a major emphasis on Life Safety. Their goal is to help clients ensure the project is safe and meets any Life Safety criteria applicable to the project. GAR Engineering does this while providing guidance to the client for a timely in-budget completion. Located in Concord, NC, GAR Engineering has worked intensely in the Cabarrus, Mecklenburg, and Stanly County areas as well as with D. R. Reynolds Company on most major Design-Build projects.

Recently GAR Engineering has teamed up with D. R. Reynolds Company to Design-Build the following stations that are relative in scope to City of Concord Fire Station 12:

- Town of Harrisburg Fire Station 3
- Center Rural VFD
- Cool Springs Volunteer Fire
- Trinity Fire and Rescue
- Bethlehem Fire Department
- South Iredell Fire Department

GAR Engineering
Ryan Holzmeyer
4464 Raceway Drive SW #A
Concord, North Carolina 28027
704.721.6449

**NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
THIS IS TO CERTIFY THAT**

[Handwritten Signature]

**(SIGNATURE OF LICENSEE)
IS DULY LICENSED AND ENTITLED TO PRACTICE
ENGINEERING**

**UNTIL DECEMBER 31, 2020. WHEN THIS CERTIFICATE EXPIRES
WITNESS OUR HANDS AND THE SEAL OF THE BOARD**

[Handwritten Signature]

Board Chair

2020

[Handwritten Signature]

Board Secretary





Project Approach

D. R. Reynolds feels confident that all design questions concerning budget, economical building products and quality construction will be discussed thoroughly during the design phase. D. R. Reynolds will work as a team to enhance the procurement process concerning subcontractor research, assessment, and buy-out. D. R. Reynolds will work together to be sure all subcontractor résumés are vetted and meet the quality control measures of D. R. Reynolds and this project.

D. R. Reynolds employs 60 hard working men and women. Within those members are concrete and metal building erection crews. With the timelines associated with the construction process, D. R. Reynolds can utilize their own crews to keep the construction on schedule and delays at a minimal.

D. R. Reynolds uses programs to enhance the construction and keep track of many facets of the process. Accounting software, "Foundation", allows the owners and client to quickly and efficiently handle billing and subcontractor buyout. Also, CAD programs and Project Scheduler keep the contractors on course. These simple yet effective programs are used daily by the D. R. Reynolds management team.

After the **Notice to Proceed**, the first objective will be finalizing contracts and familiarizing ourselves with the personnel we will be working with; town personnel, architect, engineers, etc.

Phase 1 Design will include evaluating the site for aspects that will hamper or restrict how and where we build this new facility. At this time, we will be inviting all questions and concerns so we can best understand the needs and the wants for this facility. Phase 1 will end with a project floor plan. A floor plan that can be used to derive basic pricing and to compare the budget of the project with the scope of work being asked.



Civil Design will occur when all questions and concerns are accounted for and the property has had a survey and physical topo completed. This process will include conversations between town, designer, and contractor to ensure projected uses are understood. Roadways and exterior building materials can be adjusted at this time during the process to provide the best possible final product for the needs of the town.

Phase 2 Design will be a continuation of the prior but with more detailed drawing from the architect. During this time, the language between the architect and contractor will be key to ensure drawn details are within the budgeting of the contractor. During this time, weekly meetings will be held to ensure architect, contractor, and town understand the building being proposed and that all entities stay in sync. Before the conclusion of Phase 2 Design, the contractor will be able to give a final GMP price for the building. This price will include pricing for all major subcontractors and should only fluctuate with the rise and fall of material pricing.

Phase 3 Design will include the final details for all aspects of the construction documents. Certain details, if desired, including make and model of specific kitchen appliances, door and hardware, flooring, cabinetry, etc. will be discussed at this time. Site visits to existing buildings, containing these specific details, will occur at this time. Site visits help to ensure materials with common use will be beneficial for the design and needs.

Construction is in consideration of the timeline of civil work, foundations, building structure, interiors, plumbing, mechanical, electrical, fire alarm, sprinkler, exterior concrete, landscaping, and final clean for owner occupancy. After more details are present and a better grasp is had on the desired scope of work, a more detailed schedule and timeline will be made.



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Weekly on-site meetings will be held with contractors working on the project to ensure all work is being put in place in a timely and proper manner. These meetings will be conducted by the Project Manager in an open forum so that all parties involved will be able to discuss their updated work schedules and communicate their upcoming needs.

Bid Process for this project will be to locate and contact the project's best interest in subcontractors for the scope of work. These subcontractors will be vetted and interviewed firmly before contracts are written and work begins. D. R. Reynolds has worked within the state of North Carolina since 1987 and has many quality subcontractors across the state that will be called on to bid this project.



D. R. REYNOLDS COMPANY, INC. OUTREACH PLAN FOR MINORITY BUSINESSES PARTICIPATION IN BUILDING CONSTRUCTION

In accordance with G.S. 143-128.2, these guidelines establish goals for minority participation in single-prime bidding, separate-prime bidding, construction manager at risk, and alternative contracting methods, on D. R. Reynolds Company, Inc.'s building construction or repair projects in the amount of \$300,000 or more. The outreach plan shall also be applicable to the selection process of architectural, engineering, and Construction Manager-at-Risk services.

D. R. Reynolds Company, Inc. has a current verifiable goal of 15 percent for minority participation for building construction or repair projects. The goal will be reviewed every 5 years.

SECTION A: INTENT

It is the intent of these guidelines that D. R. Reynolds Company, Inc., as awarding authority for building construction or repair projects, and the contractors and subcontractors performing the construction contracts awarded shall cooperate and in good faith do all things legal, proper, and reasonable to achieve the goal of 15 percent for participation by minority businesses in each building construction or repair project as required by GS 143-128.2. Nothing in these guidelines shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority-business contractors or minority-business subcontractors who do not submit the lowest responsible, responsive bid or bids.

SECTION B: DEFINITIONS

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female

SECTION C: MINORITY OUTREACH PLAN AND GUIDELINES

The following strategies may be used to encourage participation from MBEs.

1. Work with minority-focused and small business groups that support MBE inclusion in the solicitation of bids.
2. Place emphasis on the importance of soliciting certified MBE firms for subcontracting opportunities at pre-bid conferences and in the bid documents. Encourage prime contractors to solicit bids for subcontracts from MBE firms.
3. Provide detailed information to majority contractors concerning the bidding and good faith efforts requirements by holding meetings with the contractors.



4. Assess the effectiveness of the MBE program, and identify opportunities to enhance it by evaluating MBE participation and compliance and reviewing the good faith efforts provided in bid packages.
5. Identify subcontracting opportunities unique to each construction contract and project and target certified MBE firms that have expressed an interest in D. R. Reynolds Company, Inc. projects. Identify these opportunities and contact interested businesses no later than 10 days prior to the bid opening and provide a list of prime contractors who plan to participate in the project.
6. Build new and strengthen existing business relationships through networking. Continue communicating with other North Carolina public agencies to find out how their MBE outreach programs are working and to share “best practices” and ideas to improve programs.
7. Enhance D. R. Reynolds Company, Inc.’s web page by including the outreach plan and guidelines, listing good faith efforts, creating links to MBE resources, and creating awareness of specific subcontracting opportunities.
8. Make available to minority-focused agencies a list of subcontracting opportunities when they are identified, no later than 10 days prior to the bid opening, and a list of prime bidders that subcontractors may wish to contact for subcontracting consideration.
9. Maintain or continue to maintain a database specifically for MBE firms and majority contractors to ensure those firms wishing to do business with D. R. Reynolds Company, Inc. have access to up-to-date information.
10. Advertise upcoming bid opportunities in minority-focused media.
11. Work with architects and engineers to make subcontracting opportunities more noticeable and more easily understood by potential contractors and subcontractors.



D. R. REYNOLDS COMPANY, INC.

D. R. REYNOLDS COMPANY, INC.

708 Griffin Farm Road • Star, NC 27356

910 428 1360 main • 910 428 1361 fax

DRREYNOLDS.COM

Licensed General Contractor in NC, GA, SC, VA, WV

Closing Letter

D. R. Reynolds Company, Inc. has grown a strong reputation for constructing high quality projects for clients over the past 33 years. D. R. Reynolds Company has worked on many projects across North Carolina and has continued to find happy clients when the project is complete. Choosing D. R. Reynolds Company to be your Design-Build General Contractor for the City of Concord Fire Department Project will provide a seamless transition from initial project program, architectural drawings, permitting, and throughout the construction phase. D. R. Reynolds Company, Inc. would like to formally be considered for this project, as we believe you will be no less than 100% satisfied with the

D. R. Reynolds staff and our means of construction; providing a quality building and an outstanding final product. If you would like any further information about our company or want any more of our reference contacts, please let us know.

Thank you for your time and consideration,

Danny Reynolds

President

D. R. Reynolds Company, Inc.



STATEMENT OF QUALIFICATIONS FOR: **CITY OF CONCORD**

RFQ # 2449

Design-Build Services for a 24-Inch Water Main Extension



SUBMITTED BY:
Garney Companies, Inc.
3200 Glen Royal Road, Suite 112
Raleigh, NC 27617

CITY OF CONCORD

Design-Build Services for a 24-Inch Water Main Extension– RFQ # 2449

July 10, 2020

635 Alfred Brown Jr. Court SW
Concord, NC 28026

Dear Selection Committee Members,

With a vibrant and thriving economy, the City of Concord is proactively seeking design-build services for a 24" water main extension to accommodate increased flows and meet future water demands. The **Garney + Hazen** design-build team is the most qualified group of local experts to deliver your project successfully, offering diversified pipeline expertise that will minimize risk and optimize budget, unmatched knowledge of the City's current hydraulic conditions that will expedite project delivery, and an established and proven resource-loaded team ready to deliver. We offer the City the following invaluable benefits that will optimize your infrastructure investment and result in schedule and budget savings:

NATIONAL LEADERS AT THE LOCAL LEVEL WILL MINIMIZE RISK AND OPTIMIZE BUDGET

Garney's pipeline installation experience is unparalleled. For 10 consecutive years, Garney has ranked as Engineering News-Records (ENR) #1 Contractor in Water Transmission Lines, a resume that includes installation of 15.4M LF of pipe, often in complex areas involving highway, railway, and stream crossings. With 1,150+ pipeline projects completed nationwide, we have forged strong relationships with pipe manufacturers, and are notably the single largest purchaser of AWWA steel pipe and bar-wrapped pipe in the United States. Garney's diversified pipeline expertise reduces risk and our national buying power provides significant cost savings, resulting in an optimized budget for the City that maximizes your infrastructure investment.

CITY'S TRUSTED ADVISOR TO EXPEDITE PROJECT DELIVERY AND MAINTAIN SERVICE

Hazen and several key proposed team members have worked closely with the City of Concord for over a decade, fostering trusted and respected relationships with your staff, including recently completing Phase 1 of the City's Master Plan and currently updating Phase 2. We will leverage our unmatched intimate knowledge of current flows and hydraulic conditions to streamline project delivery, maintain service throughout design and construction, and achieve cost-effective solutions to meet the City's short- and long-term goals. We are familiar with your design preferences and procedures which will allow our design team to deliver efficient deliverables in the best interest of the City.

ESTABLISHED PARTNERSHIP ENHANCES COLLABORATION AND EFFICIENCY

The Garney + Hazen team has completed 25 projects together and offers the City recent, relevant, and successful experience completing pipeline projects locally in North Carolina. As two of the largest regional firms dedicated solely to the water and wastewater industry, we offer the City tremendous resources that are immediately available to begin work on this project, including self-performing capabilities that ensure a committed workforce and address local labor shortages. Our self-performing capabilities, coupled with our locally-based key team personnel, will drive project schedule from start to finish, and ensure the City an on-schedule project delivery.

I certify that I, Jason A. Seubert, am principal contact for this proposal, and am authorized to execute contracts on behalf of Garney. The Garney + Hazen design-build team submits this proposal as a personal commitment towards the success of your project and is immediately available to begin an active partnership with the City of Concord.

Garney recognizes receipt of addenda:

- ▶ Addendum #1 June 19, 2020
- ▶ Addendum #2 June 22, 2020
- ▶ Addendum #3 June 25, 2020

Respectfully submitted,



Jason A. Seubert, Chief Operating Officer
Garney Companies, Inc.



GARNEY COMPANIES, INC.

3200 Glen Royal Road, Suite 112, Raleigh, NC 27617

PH: 919.694.6979

www.garney.com

SECTION 1: TEAM ORGANIZATION, FIRM PROFILES, AND TEAM PERSONNEL

TEAM ORGANIZATION

The **Garney + Hazen** partnership brings the combined resources of two national leaders in conveyance infrastructure and design-build contracting, with a depth of local established resources, ensuring that every project need and milestone is met.

We understand the critical nature of this project and know time and commitment are vital. Our local and national specialized experience in complex pipelines in urban areas is the ideal match for the demands of this project. The team presented in the following organization chart is an experienced, local team that brings a depth of resources, expertise, and familiarity working on comparable design-build conveyance infrastructure projects.

LEGEND

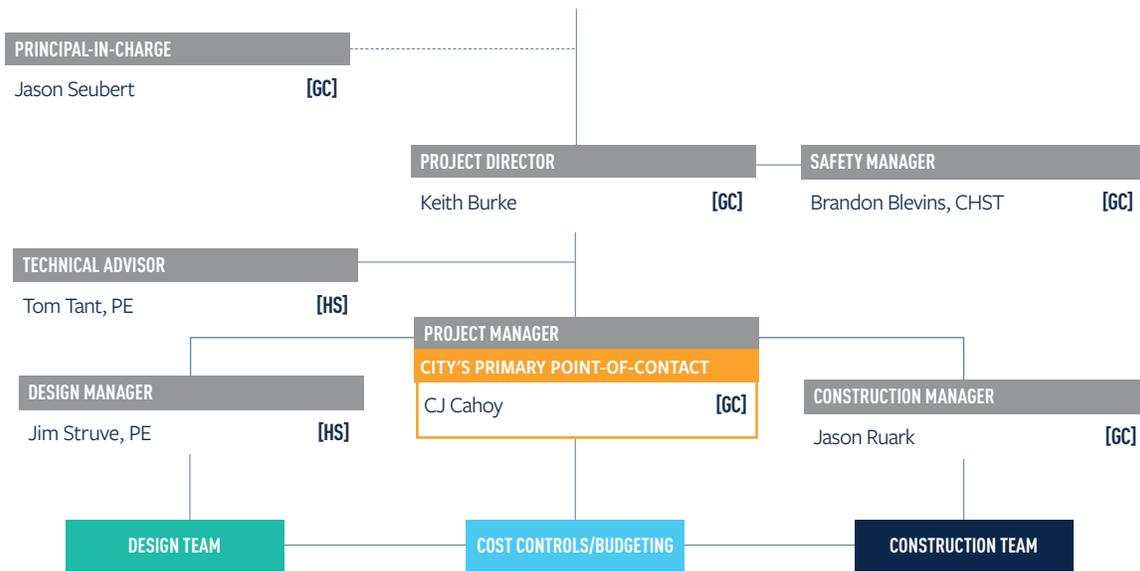
DESIGN-BUILDER
GARNEY CONSTRUCTION [GC]

LEAD ENGINEER
HAZEN AND SAWYER [HS]

SUPPORT FIRMS
★ AVIOIMAGE
★ CES GROUP
★ FROEHLING & ROBERTSON
★ GULF COAST
★ SEPI
★ SWEETWATER

★ LOCAL SPECIALTY SUBCONSULTANTS

CITY OF CONCORD NORTH CAROLINA



DESIGN TEAM

DESIGN TEAM		
PREPARATION OF CONSTRUCTION DOCUMENTS		SURVEYING
Jeff Greene – <i>Design Lead</i>	[HS]	★ CES Group Engineers – <i>Ground Survey</i>
Brandon Moretz, PE, GC, Assoc. DBIA	[HS]	★ Avioimage – <i>Aerial Mapping</i>
Matthew Buswell, PE, PMP	[HS]	★ Sweetwater – <i>Subsurface Utility Locates</i>
Lance Strawn, PE	[HS]	GEOTECHNICAL/MATERIALS TESTING
Ellie Mierzejewski, PE	[HS]	★ Froehling & Robertson
PERMITTING		NCDOT COORDINATION AND TRAFFIC CONTROL
Steve Sands, PE, CFM	[HS]	★ SEPI
Jarrold Karl	[HS]	REAL ESTATE ACQUISITION
STRUCTURAL		★ Gulf Coast
Colby Whiteley, PE	[HS]	Cushman & Wakefield – <i>Appraisals</i>
HYDRAULIC MODELING		Kack Consulting Group – <i>Appraisal Review</i>
Jeff Cruickshank, PE	[HS]	Kimberly E. Fox, PLLC – <i>Attorney</i>
Crystal Broadbent, PE	[HS]	

COST CONTROLS/BUDGETING TEAM

COST CONTROLS/BUDGETING TEAM	
PRECONSTRUCTION SERVICES MANAGER	
Mike Hewitt	[GC]
CONSTRUCTABILITY REVIEWS	
Jason Seubert	[GC]
ESTIMATE DEVELOPMENT	
Mike Hewitt	[GC]

CONSTRUCTION TEAM

CONSTRUCTION TEAM	
SITE SUPERINTENDENT	
Pedro Vasquez	[GC]

KEY FIRM PROFILES

Garney + Hazen’s national specialized experience in designing, permitting, and self-performing construction of large-scale water pipelines is the ideal match for the City of Concord’s project needs. What sets us apart from the competition is not just our national expertise, but our recent, successful, and relevant experience working together locally on pipeline projects in North Carolina. Below are brief firm profiles for Garney and Hazen.

GARNEY

Design-Builder / Single Point-of-Contact

- + 59 years of experience specializing solely in self-performing construction of water / wastewater utility infrastructure, including 1,150+ pipeline projects valued at \$6.8B+
- + #1 Contractor in Water Transmission Lines (ENR 2019) — Garney has held the #1 ranking for 10 consecutive years
- + Resume includes installation of 15,473,247 LF of pipeline since 2004, with 382,000 LF installed in North Carolina alone
- + Ability to self-perform construction reduces cost and schedule impacts
- + 450+ water/wastewater collaborative delivery projects, including 210+ design-build projects valued at \$3.1B
- + Self-performed 3,332,814 man-hours of work in 2019 with a 2019 Experience Modification Rate (EMR) of 0.55 —a safety record well below the industry standard of 1.0 resulting in lower insurance premiums
- + **NC Licensed General Contractor (# 25801)**

HAZEN AND SAWYER

Lead Design Engineer

- + Largest regional environmental engineering firm (420+ staff) devoted solely to the water/wastewater industry
- + Performed 25 modeling projects and 25 master planning projects on water distribution systems in North Carolina, including most of the major municipalities and water utilities
- + Led modeling projects for Concord’s Distribution System since 2012
- + Designed 700,000+ LF of pipe ranging from 8” to 78” in last five years
- + 40+ professionals in the Carolinas collaborating to deliver conveyance projects
- + 250+ major trenchless crossings in last 10 years
- + 83,000 LF of tunneling with diameters ranging from 36” to 110”
- + Lead design firm for \$5.2B for alternative delivery projects, \$1.3B of which were design-build
- + **NC Licensed Professional Engineer (# C-0381)**



BENEFITS OF THE GARNEY + HAZEN DESIGN-BUILD TEAM:

NATIONAL LEADERS AT THE LOCAL LEVEL WILL MINIMIZE RISK AND OPTIMIZE BUDGET

Garney’s diversified pipeline expertise reduces project risk and our national buying power provides maximum cost savings. As the nation’s largest contractor in our line of work, Garney has built a hard-earned reputation as the top water/wastewater contractor through unparalleled experience. This results in the **quality, safety, and best-value** solutions for the City.

GARNEY’S TOP ENR RANKINGS



- #1 Water Supply
- #1 Water Transmission Lines
- #1 Water / Sewer / Waste
- #3 Environmental Firms
- #6 Water Treatment / Supply

SELF-PERFORMANCE CAPABILITIES

Because Garney self-performs the majority of work on our pipeline projects (70 – 80 percent), we are able to provide the City with better control of safety, schedule, cost, and quality.

UNMATCHED PURCHASING POWER

Garney is the single largest purchaser of AWWA steel pipe and bar-wrapped pipe in the United States. Garney has forged strong relationships directly with the manufacturers of pipe, including steel, bar-wrapped, ductile iron, and PVC. Leveraging these relationships, we will develop specific packages for procurement at optimum times in the market, **providing the City with the most cost competitive materials and equipment possible.**

CITY'S TRUSTED ADVISOR TO EXPEDITE PROJECT DELIVERY AND MAINTAIN SERVICE

Hazen has worked closely with the City for over a decade, and our team members have fostered trusted and respected relationships with City Staff. We will leverage our intimate knowledge of current flows and hydraulic conditions to streamline project delivery, maintain service, and achieve cost-effective solutions that meet your short- and long-term goals.

SUCCESSFUL DESIGN EXPERIENCE WITH THE CITY

- + **McGill Avenue Water Main Rehabilitation (2010)**
– Design, bidding, and construction administration services for the replacement of an existing aerial 16" water main crossing.
- + **Treasure Drive Culvert Improvement (2015)** – Design, bidding, and construction administration services for a new reinforced concrete box culvert to alleviate flooding.
- + **Wilmar Street 12" Water Main and Improvements (2017)** – Design, bidding, and construction administration services for approximately 1,600 LF of new 12" DIP water main and related interconnections to increase fire flow.

HAZEN'S UNMATCHED KNOWLEDGE OF THE CITY'S DISTRIBUTION SYSTEM

- + **Fire Flow Mitigation (2012)**
- + **On-Call Modeling (2013 – 2016)**
- + **Downtown Valve Replacement (2013 – 2016)**
- + **Model Update (2015)**
- + **Master Plan (2016 – 2017)**
- + **Midland UDF Modeling (2017)**
- + **Haloacetic Acid Reduction Strategies Study (2018)**
- + **On-Call Modeling (2018 – 2019)**

ACHIEVING SOLUTIONS FOR THE CITY'S CURRENT AND FUTURE DEMANDS

Our local team has worked closely with the City of Concord for over a decade, fostering trusted and respected relationships with your staff. In 2017, our team successfully completed Phase 1 of the City's Master Plan which identified capital improvements to eliminate low pressures, remedy deficient fire flows, and supply future water demands. Currently, our same team members are updating your Master Plan for Phase 2 Updates. Several of our Master Plan recommendations have proven successful in delivering long-term supply solutions for the community. We are excited to continue this collaborative partnership with the City in the future.



Crystal has worked closely with the City performing hydraulic evaluations for over seven years. She has provided solutions that improve fire flow, pressures, water age, and recommended infrastructure to meet future demands. Accurate calibration of the model has allowed the City's Fire Department to improve their ISO rating and save time by utilizing the ISO maps generated from the model results.

GARNEY + HAZEN

ESTABLISHED PARTNERSHIP ENHANCES COLLABORATION AND EFFICIENCY

This team excels together. Our experience designing and constructing complex water infrastructure will be especially critical in alleviating risk for the City of Concord and enhancing future operational efficiency.

GARNEY + HAZEN

25 PROJECTS TOGETHER

10 IN NORTH CAROLINA

7 COLLABORATIVE DELIVERY

SUBCONSULTANT FIRM PROFILES

Our teaming structure is supplemented by our key specialty subconsultants and highly qualified small business enterprise (SBE), minority business enterprise (MBE), and woman-owned business enterprise (WBE) partners. We are committing a comprehensive, local, and experienced team prepared to complete all tasks necessary to make your project a success.

EMPOWERING LOCAL M/W/ SBE FIRMS

We value community, support local business, and encourage economic growth by utilizing local M/W/SBE firms in meaningful project roles.



SBE AVIOIMAGE - AERIAL MAPPING

- + 20+ years providing high-accuracy mapping and orthophotography for utility projects
- + Specializes in low altitude imagery and design-grade mapping for water transmission line, sewer line and roadway projects
- + Collaborated with Hazen on numerous past and on-going utility projects
- + SBE as certified within Charlotte's Business Inclusion (CBI) Program

SBE GULF COAST - REAL ESTATE ACQUISITION

- + Leader in providing real estate acquisition services in the Charlotte area since 1990
- + Provided similar services on the Charlotte Water Garney + Hazen CMAR Doby Creek Sewer Project
- + Currently providing similar services locally for Charlotte Water's Receiving Sewers Design-Build Project
- + SBE per CBI Program

WBE/SBE CES GROUP - GROUND SURVEY

- + Seven field survey crews and five licensed professional land surveyors, using state-of-the-art equipment and software systems
- + Experienced provider of comprehensive utility route design surveys to many local government agencies
- + SBE per CBI Program; National Women's Business Enterprise; NC Historically Underutilized Business; WBE

WBE/SBE SEPI - NCDOT COORDINATION AND TRAFFIC CONTROL

- + Experienced with designing traffic control for the construction of utility and MOT improvements
- + Staff includes prior NCDOT employees with unmatched knowledge of NCDOT permitting requirements, well-versed in local traffic control requirements
- + SBE per CBI Program; NC Historically Underutilized Business; WBE

MBE FROEHLING AND ROBERSTON - GEOTECHNICAL/MATERIALS TESTING

- + Served the Carolinas for 70+ years providing geotechnical engineering, construction materials testing, and special inspections
- + Accredited materials laboratory under the guiding requirements of ASTM, AASHTO, US Army Corps of Engineers, and NCDOT
- + Collaborated with Hazen on numerous past and on-going utility projects
- + SBE per CBI Program; NC Historically Underutilized Business; MBE

SBE SWEETWATER UTILITY EXPLORATION - SUBSURFACE UTILITY LOCATES

- + Provided full-service subsurface utility locate services to 200+ clients
- + Collaborated with Hazen on numerous past and on-going utility projects
- + SBE per CBI Program

KEY AND SUPPORT PERSONNEL

Resumes for our Key Personnel are included in the following pages. Condensed resumes for support staff are included in subsequent pages. Our licensed design and construction professionals were selected based upon their professional and relevant local competence, qualifications, and availability.





JASON SEUBERT

PRINCIPAL-IN-CHARGE; CONSTRUCTABILITY REVIEWS

Jason will serve as principal-in-charge for this project responsible for contract negotiations. With nearly three decades of experience, he has led construction of 140+ pipeline projects ranging from 12" to 84" in diameter. In this executive leadership role, Jason has led some of Garney's largest and most prominent projects in the Southeast region. Jason is responsible for multiple business aspects, including bid decisions, estimating, project oversight, risk management, resource allocation, and business development.

VALUE TO CITY OF CONCORD

- + Directed 18 design-build/ progressive design-build projects—22 total collaborative delivery projects
- + Managed 140+ water/wastewater pipeline projects valued at \$866M+
- + Responsible for the installation of 2.5M+ LF of pipelines—28,000+ LF in North Carolina alone

EDUCATION

BS – Construction Engineering

EXPERIENCE

Total: 28 yrs / Garney: 26 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + FL Certified Utility Contractor & Building Contractor
- + FL FDOT Intermediate Maintenance of Traffic Trained
- + First Aid & CPR
- + OSHA 10-Hour
- + OSHA Competent Person - Confined Space
- + Member of American Water Works Association
- + Member of CMAA
- + Manufacturers/Associates Council (MAC) - National Council Member of American Water Works Association

PROJECT EXPERIENCE

YADKIN REGIONAL WATER SUPPLY PROJECT - RAW WATER INFRASTRUCTURE (PROGRESSIVE DESIGN-BUILD)

Union County, NC / \$100,000,000

Principal-in-Charge

Construction of a new raw water intake, a common wetwell to supply raw water pumps and the installation of 29 miles of 42" raw water pipeline from the new intake and pumping station to the proposed new WTP.

DOBY CREEK AND LITTLE SUGAR CREEK TRIBUTARY TO FAIRVIEW ROAD SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte Water / \$30,068,328

Principal-in-Charge

CMAR services for the installation of 23,500 LF of 30" and 36" DIP sanitary gravity pipeline. Construction included a 120 LF 30" aerial crossing, a 390 LF 54" micro tunnel, and a 72" manhole, and required rock excavation, dewatering, paving, and public relations.

RICHLAND CREEK RESERVOIR RAW WATER PIPELINE (DESIGN-BUILD) Paulding County Water System / \$11,580,307

Principal-in-Charge

Included design and installation of 18,100 LF of 48" mortar-lined steel raw waterline which required 22 ARV assemblies, 12 blow-off assemblies, two 60" steel cased jack and bore highway crossings, 11,000 CY of rock excavation via blasting, wetland mitigation, stream crossings, 32 easement acquisitions, dewatering, and ROW restoration.

USDA RAW WATER PROJECT DIVISION 4 – RAW WATER TRANSMISSION PIPELINE Town of Boone, NC / \$18,353,943

Principal-in-Charge

Installation of 58,353 LF of 24" DIP, 17 different 36" steel casing jack and bores totaling 1,510 LF, five different 30" HDPE direction drills totaling 1,082 LF, and 15 EA 24" gate valves.

SMITH MOUNTAIN LAKE WTP PIPELINES - CONTRACTS A, B, C, D, & E (DESIGN-BUILD)

Bedford Regional Water Authority / \$14,956,193

Principal-in-Charge

Included 153,120 LF of 16" and 18" PVC and DIP waterline, 46 jack and bores, and three creek crossings by jack and bore through rock.



KEITH BURKE

PROJECT DIRECTOR

Keith will serve as Project Director for the City's project. He has spent his career managing pipeline projects in North Carolina, and has extensive experience with water main improvement projects. Keith's duties include issuing contracts, coordination and management of contractors and subcontractors, processing shop drawings and submittals, periodic pay estimates, safety, and job site quality control.

VALUE TO CITY OF CONCORD

- + 30+ years' experience managing water/wastewater conveyance projects in North Carolina
- + Experience with CMAR and Progressive Design-Build projects in partnership with Hazen
- + Extensive experience with large diameter water pipeline installations in urban areas and via trenchless technologies

EDUCATION

MS – Construction Management;
BS – Business Administration;
AAS – Civil Engineering Technology

EXPERIENCE

Total: 37 yrs / Garney: 3 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + NC General Contractor's License
- + OSHA 30-Hour
- + OSHA Competent Person - Confined Space
- + Regional President of National Utility Contractors Association
- + NC Committee Member of American Water Works Association

PROJECT EXPERIENCE

YADKIN REGIONAL WATER SUPPLY PROJECT - RAW WATER INFRASTRUCTURE (PROGRESSIVE DESIGN-BUILD)

Union County, NC / \$100,000,000

Regional Operations Manager

Construction of a new raw water intake with two intake screens, a common wetwell to supply raw water pumps for the Town of Norwood and Union County, vertical turbine pumps with an initial capacity of 14 MGD scalable to 40 MGD, emergency/standby power facilities, demolition of existing structures, and the installation of 29 miles of 36" raw water pipeline from the new intake and pumping station to the proposed new WTP.

KINGS BLUFF RAW WATER TRANSMISSION MAIN

Cape Fear Public Utility Authority / \$37,203,838

Senior Project Manager

Installation of 73,300 LF of 54" welded steel raw transmission main, three 72" road bores totaling 695 LF, one 72" railroad bore for 300 LF, a 140 LF section of 54" aerial water main across Livingston Creek, and four 48" water service connections. Also includes dewatering, steel and concrete piling, and paving.

DOBY CREEK AND LITTLE SUGAR CREEK TRIBUTARY TO FAIRVIEW ROAD SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte Water / \$30,068,328

Senior Project Manager

CMAR services for the installation of 23,500 LF of 30" and 36" DIP sanitary gravity pipeline. Construction included a 120 LF 30" aerial crossing, a 390 LF 54" micro tunnel, and a 72" manhole, and required rock excavation, dewatering, paving, and public relations.

IRVINS CREEK TRIBUTARY TRUNK LINE (PROGRESSIVE DESIGN-BUILD)

Charlotte Water / \$4,758,673

Senior Project Manager

Removal and replacement of 4,500 LF of 24" DIP gravity sewer pipe that required two 48" auger bores for 400 LF, bypass pumping, rock trenching, deep excavations, manholes, and sewer service connections.

USDA RAW WATER PROJECT DIVISION 4 - RAW WATER TRANSMISSION PIPELINE

Town of Boone, NC / \$18,353,943

Regional Operations Manager

Installation of 58,353 LF of 24" DIP, 17 different 36" steel casing jack and bores totaling 1,510 LF, five different 30" HDPE direction drills totaling 1,082 LF, and 15 EA 24" gate valves.



CJ CAHOY

PROJECT MANAGER

As Project Manager, CJ will be responsible for day-to-day management of operations in the field. This will include all on-site activities, daily management of crews and subcontractors, material procurement, deliveries, site safety and quality plans, and project administration. CJ has worked in both the Project Manager and Superintendent roles. Through this diverse experience, CJ has developed extensive knowledge in managing operations, troubleshooting in the field, and coordinating with field craft, subcontractors, and property owners.

VALUE TO CITY OF CONCORD

- + Led eight design-build projects for water infrastructure projects
- + Managed 32 pipeline projects in excess of \$198M, many involving multiple trenchless, roadway, railroad, and stream crossings
- + Project manager for four collaborative delivery pipeline projects in partnership with Hazen

EDUCATION

BS – Construction Management

EXPERIENCE

Total: 22 yrs / Garney: 15 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + ACI Concrete Certification
- + Certified Professional in Erosion & Sediment Control
- + HDPE Fusion Certification
- + MOT & Flagger Certified
- + Troxler Nuclear Testing Certified
- + First Aid & CPR
- + OSHA 10-Hour & OSHA 30-Hour
- + OSHA Competent Person - Confined Space

PROJECT EXPERIENCE

CIAC SEGMENT 1 (PROGRESSIVE DESIGN-BUILD)

City of Tampa, FL / \$12,726,649

Superintendent

Included the installation of 24,700 LF of 42” DIP waterline and 2,405 LF of miscellaneous water and sewer relocation. The entire project was constructed within the City’s streets which required a complete road rebuild including roads, sidewalks, concrete/granite curbs, concrete driveways, sod, traffic signalization, and final milling, overlay and permanent striping.

DOBY CREEK AND LITTLE SUGAR CREEK TRIBUTARY TO FAIRVIEW ROAD SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte Water / \$30,068,328

Project Manager

CMAR services for the installation of 23,500 LF of 30” and 36” DIP sanitary gravity pipeline. Construction included a 120 LF 30” aerial crossing, a 390 LF 54” micro tunnel, and a 72” manhole, and required rock excavation, dewatering, paving, and public relations.

DOWNTOWN WATER MAIN PHASE A (PROGRESSIVE DESIGN-BUILD)

City of Tampa, FL / \$4,396,775

Superintendent

Installation of 11,500 LF of 12” ductile iron water main installed through downtown Tampa, 25 fire hydrants, 77 water services, the decommissioning of an existing water main, and 200 LF of jack and bores.

KINGS BLUFF RAW WATER TRANSMISSION MAIN

Cape Fear Public Utility Authority / \$37,203,838

Project Manager

Installation of 73,300 LF of 54” welded steel raw transmission main, three 72” road bores totaling 695 LF, one 72” railroad bore for 300 LF, a 140 LF section of 54” aerial water main across Livingston Creek, and four 48” water service connections. Also includes dewatering, steel and concrete piling, and paving.

VIRGINIA-HIGHLAND WATER MAIN

City of Atlanta, GA / \$23,449,666

Superintendent

Installation of 112,000 LF of 6”, 8” and 12” DIP waterlines installed alongside the old pipes which remained functional until the project was complete. Also included installation of 2,900 new 5/8” to 6” water service lines and 450,000 SY of paving.



JASON RUARK

CONSTRUCTION MANAGER

Jason started in the construction industry, working in masonry and concrete. He did grading work and utility work as a Laborer and Pipe Layer, until he moved to North Carolina in 2000, where he worked his way up from Foreman to Construction Manager. Jason will be responsible for supervising the City of Concord's job, ordering materials, maintaining equipment, ensuring safety on the job site, and coordinating with the subcontractors for successful completion.

VALUE TO CITY OF CONCORD

- + Diverse North Carolina pipeline installation experience with pipeline diameters ranging 8" to 42" and up to 60,000LF
- + Experience with pipeline projects in urban and downtown areas requiring extensive coordination with the North Carolina Department of Transportation (NCDOT)
- + 28 years of experience in the construction industry, working in multiple positions from foreman up to utility superintendent

EXPERIENCE

Total: 28 yrs / Garney: 3 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + Confined Space Entry & Rescue
- + OSHA 30-Hour
- + OSHA Competent Person - Confined Space, Silica, and Trenching & Excavation

PROJECT EXPERIENCE

DOWNTOWN MIXED USE PROJECT (CMAR) City of High Point, NC / \$10,530,808 *Superintendent*

Includes the installation of 1,700 LF of 8" PVC sanitary gravity line, 1,000 LF of 18" to 42" RCP stormwater lines, 500 LF of 12" DIP waterline, twenty 48" manholes, pavement and sidewalk demolition, twenty-five 4" sewer service connections, 3/4" water service connections, and trench patch paving within the downtown streets of High Point, NC.

WEST CENTRAL TRANSMISSION MAIN AND BOOSTER PUMP STATION Harnett County, NC / \$7,776,225 *Superintendent*

Installation of 60,000 LF of 20" DIP waterline, 1,950 LF of 20" DR-18 fusible PVC waterline, 1,051 LF of the DIP installed across 19 jack and bores using 36" casing, 1,950 LF of the PVC line installed across three horizontal directional drills, and construction of a booster pump station with two 400 hp vertical turbine pumps.

WESTERN CARY GOOD HOPE CHURCH ROAD WATER STORAGE TANK - WATERLINE CONTRACT Town of Cary, NC / \$7,496,840 *Superintendent*

Installation of 13,110 LF of 36" and 16" zinc-coated restrained DIP, 4,200 LF of 20" and 12" zinc-coated DIP, modifications to 14 pressure zone boundary interconnections, a 54" auger bore for 180 LF, a 20" HDD for 716 LF, line stops, paving, water service connections, electrical, and rock excavation via hoe ramming.

WATERLINE RELOCATION NC 119 FROM I-40 / 85 TO NORTH OF SR 1921 Orange Alamance Water System, Inc. / \$951,163 *Superintendent*

Installation of 1,059 LF of 6" - 12" DIP waterline, 6,116 LF 2" - 12" PVC waterline, with valves, hydrants and fittings, directional drill, jack and bore, a bridge crossing, parking lot paving, and water service connections.

NORTHEAST INTERCEPTOR Cape Fear Public Utility Authority / \$12,000,000 *Superintendent*

Prior to his career at Garney, Jason installed 60,000 feet of 24" force main interceptor with numerous jack & bores, directional drills, and air releases.



MIKE HEWITT

PRECONSTRUCTION SERVICES MANAGER; ESTIMATE DEVELOPMENT

As Preconstruction Services Manager and Estimate Development Lead, Mike will be responsible for facilitating and administrating preconstruction services for this project. His project responsibilities will include estimating, material procurement, managing subcontracts and purchase orders, scheduling, and overseeing job site safety. Mike will leverage his previous experience working on collaborative delivery projects in partnership with Hazen to serve as resource to the design-build team throughout the project.

VALUE TO CITY OF CONCORD

- + More than three decades of experience managing and/or estimating pipeline projects in North Carolina offering valuable insight in identifying value engineering and constructability savings
- + North Carolina collaborative delivery experience with Hazen includes the \$30M installation of 23,500 LF of 30" and 36" DIP sanitary gravity pipeline

EXPERIENCE

Total: 31 yrs / Garney: 4 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + NC General Contractor's License
- + Board Member of National Utility Contractors Association

PROJECT EXPERIENCE

DOBY CREEK AND LITTLE SUGAR CREEK TRIBUTARY TO FAIRVIEW ROAD SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte Water / \$30,068,328

Senior Estimator

CMAR services for the installation of 23,500 LF of 30" and 36" DIP sanitary gravity pipeline. Construction included a 120 LF 30" aerial crossing, a 390 LF 54" micro tunnel, and a 72" manhole, and required rock excavation, dewatering, paving, and public relations.

USDA RAW WATER PROJECT DIVISION 4 - RAW WATER TRANSMISSION PIPELINE

Town of Boone, NC / \$18,353,943

Senior Estimator

Installation of 58,353 LF of 24" DIP, 17 different 36" steel casing jack and bores totaling 1,510 LF, five different 30" HDPE direction drills totaling 1,082 LF, and 15 EA 24" gate valves.

DOWNTOWN MIXED USE PROJECT (CMAR)

City of High Point, NC / \$10,530,808

Senior Estimator

Includes the installation of 1,700 LF of 8" PVC sanitary gravity line, 1,000 LF of 18" to 42" RCP stormwater lines, 500 LF of 12" DIP waterline, twenty 48" manholes, pavement and sidewalk demolition, twenty-five 4" sewer service connections, 3/4" water service connections, and trench patch paving within the downtown streets of High Point, NC.

WEST CENTRAL TRANSMISSION MAIN AND BOOSTER PUMP STATION

Harnett County, NC / \$7,776,225

Estimator

Installation of 60,000 LF of 20" DIP waterline, 1,950 LF of 20" DR-18 fusible PVC waterline, 1,051 LF of the DIP installed across 19 jack and bores using 36" casing, 1,950 LF of the PVC line installed across three horizontal directional drills, and construction of a booster pump station with two 400 hp vertical turbine pumps.

IRVINS CREEK TRIBUTARY TRUNK LINE (PROGRESSIVE DESIGN-BUILD)

Charlotte Water / \$4,758,673

Senior Estimator

Removal and replacement of 4,500 LF of 24" DIP gravity sewer pipe that required two 48" auger bores for 400 LF, bypass pumping, rock trenching, deep excavations, manholes, and sewer service connections.



PEDRO VASQUEZ

SITE SUPERINTENDENT

Pedro will serve as Site Superintendent and has constructed water and sewer pipeline projects of all sizes and complexity across the country. He has a wealth of experience in maintaining equipment, ensuring safety on the job site, and coordinating with subcontractors for successful completion. Pedro is adept at motivating his crew to construct projects safely with strict adherence to quality.

VALUE TO CITY OF CONCORD

- + Superintendent on 18 water and sewer pipeline projects totaling more than \$600M+ in construction costs with pipelines ranging from 12" to 96" in diameter
- + Experience includes five collaborative delivery pipeline projects, which includes successful partnering with Hazen
- + Diverse experience includes supervising pipeline installation in urban areas, with very tight right-of-ways and several utility crossings

EXPERIENCE

Total: 15 yrs / Garney: 15 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + First Aid & CPR
- + OSHA Competent Person - Confined Space, Hazard Communications, Rigging, and Trenching & Excavation
- + Traffic Control - Florida

PROJECT EXPERIENCE

LAKE TEXOMA OUTFALL TO WYLIE WTP PIPELINE (CMAR)

North Texas Municipal Water District / \$281,365,320

Superintendent

CMAR project for the installation of 253,500 LF of 96" and 84" steel waterline, 240 MG balancing reservoir with HDPE membrane liner installed, 200 MG blending facility, ground storage tanks, metering, blending, and chemical feed systems.

YADKIN REGIONAL WATER SUPPLY PROJECT - RAW WATER INFRASTRUCTURE (PROGRESSIVE DESIGN-BUILD)

Union County, NC / \$100,000,000

Superintendent

Construction of a new raw water intake with two intake screens, a common wetwell to supply raw water pumps, vertical turbine pumps with an initial capacity of 14 MGD expandable to 40 MGD, emergency/standby power facilities, demolition of existing structures, and the installation of 29 miles of 42" raw water pipeline from the new intake and pumping station to the proposed new WTP.

T-BAR EXTENSION (DESIGN-BUILD)

Midland Co. Fresh Water Supply District No. 1 / \$25,319,592

Superintendent

Installation of 23,662 LF of 48" C303 and L301 mortar-lined steel, 47,450 LF of 16" C905 PVC, and 8,870 LF of 12" C900 PVC water distribution lines. Also included three hand tunnels totaling of 1,047 LF of 66" and 30"; five steel casing horizontal directional drills including totaling 580 LF of 12" and 16"; three HDPE slick horizontal directional drills totaling 55 LF of 2", 4", and 16"; construction of a 2 MG elevated steel water storage tank; installation of 46 manholes ranging from 60" to 96"; chlorination injection facility; flow control valve structure; and two hot taps

IRVINS CREEK TRIBUTARY TRUNK LINE (PROGRESSIVE DESIGN-BUILD)

Charlotte Water / \$4,758,673

Superintendent

Removal and replacement of 4,500 LF of 24" DIP gravity sewer pipe that required two 48" auger bores for 400 LF, bypass pumping, rock trenching, deep excavations, manholes, and sewer service connections.

KINGS BLUFF RAW WATER TRANSMISSION MAIN

Cape Fear Public Utility Authority / \$37,203,838

Superintendent

Installation of 73,300 LF of 54" welded steel raw transmission main, three 72" road bores totaling 695 LF, one 72" railroad bore for 300 LF, a 140 LF section of 54" aerial water main across Livingston Creek, and four 48" water service connections. Also includes dewatering, steel and concrete piling, and paving.



JIM STRUVE, PE

DESIGN MANAGER

As Design Manager, Jim will be responsible for day-to-day management of design for the project. This will include preparation of construction documents, permitting, structural, and hydraulic modeling. He will also oversee surveying, geotechnical/materials testing, NCDOT coordination and traffic control, and real estate acquisition. Jim has managed design of numerous conveyance projects in North Carolina, including the first conveyance alternative delivery type projects in the state (Charlotte Water's Doby Creek Sewer CMAR and Charlotte Water's Irvins Creek Sewer Progressive Design-Build - both with Garney Construction).

VALUE TO CITY OF CONCORD

- + Previous design experience with the City
- + Managed / Directed > 300,000 LF of pipeline (8" to 54") in last 5-years
- + Extensive alternative delivery experience (CMAR + PDB totaling \$430M)

EDUCATION

MSEnvE - University of North Carolina at Chapel Hill
BSCE - Iowa State University

EXPERIENCE

Total: 33 yrs / Hazen: 30 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + Professional Engineer: NC, NY, SC

PROJECT EXPERIENCE

TAGGART CREEK OUTFALL/PAW CREEK FORCE MAIN

Charlotte Water, NC / \$21,700,000

Project Manager

Hazen provided design, permitting, and construction administration/ observation services for projects totaling 19,000 LF of 36" and 42" outfall and 10,000 LF of 36" force main.

LAKE MARION REGIONAL WATER SYSTEM

Santee Cooper, Moncks Corner, SC / \$38,000,000

Project Director

Hazen has been involved with the development of this new regional water system along the I-95 corridor since its inception, and has provided planning, design, and construction administration services on multiple projects totalling 40+ miles of 12" to 36" finished water transmission main.

YADKIN RIVER WATER SUPPLY PROJECT (PROGRESSIVE DESIGN-BUILD)

Union County, NC / \$129,000,000

Design Director

Progressive Design-Build project with Garney Construction. The project encompasses over 29 miles of 42" water transmission main and over 250 easements.

ARROWOOD/SULKIRK ROAD WATER TRANSMISSION MAIN REPLACEMENT

Charlotte Water, NC / \$4,158,000

Project Manager

Hazen coordinated all field services and provided design, permitting, bidding and construction management for the replacement of 11,660 LF of existing PCCP with new 24" DIP. Installation was within an urban multi-lane roadway requiring close coordination with CDOT and CATS.

MCGILL AVENUE WATER MAIN REPLACEMENT

City of Concord, NC / \$122,650

Project Manager

Hazen provided design, bid phase services, and limited construction administration services for replacement of an existing aerial 16" water main.



BRANDON MORETZ, PE, GC, ASSOC. DBIA

PROJECT ENGINEER

Brandon will assist with preparation of contract documents. His extensive construction administration experience, alternative delivery experience, and licensure as a General Contractor equip him well for this role. Brandon has provided construction administration or served as a design/operation liaison for numerous conveyance projects in North Carolina, including the first conveyance alternative delivery type projects in the state (Charlotte Water's Doby Creek Sewer CMAR and Charlotte Water's Irvins Creek Sewer Progressive Design-Build—both with Garney Construction).

VALUE TO CITY OF CONCORD

- + Significant construction administration and design experience
- + North Carolina Licensed General Contractor
- + Extensive alternative delivery experience (CMAR + PDB totaling \$230M)

EDUCATION

BSCE - University of North Carolina at Charlotte

EXPERIENCE

Total: 16 yrs / Hazen: 12 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + Professional Engineer: NC
- + General Contractor: NC
- + OSHA 10-hour
- + Certified Associate Design-Build Professional

PROJECT EXPERIENCE

TAGGART CREEK OUTFALL/PAW CREEK FORCE MAIN

Charlotte Water, NC / \$21,700,000

Construction Manager

Hazen provided design, permitting, and construction administration/ observation services for projects totaling 19,000 LF of 36" and 42" outfall and 10,000 LF of 36" force main.

ARWOOD/SULKIRK ROAD WATER TRANSMISSION MAIN REPLACEMENT

Charlotte Water, NC / \$4,158,000

Construction Manager

Hazen coordinated all field services and provided design, permitting, bidding and construction management for the replacement of 11,660 LF of existing PCCP with new 24" DIP. Installation was within an urban multi-lane roadway requiring close coordination with CDOT and CATS.

CLEMS BRANCH PUMP STATION (PROGRESSIVE DESIGN-BUILD)

Charlotte Water, NC / \$5,700,000

Project Manager

Hazen provided technical assessment, evaluation, and design services to complete construction of the pump station project as termination of a previous contract left the pump station in an incomplete and partially constructed state. The scope of the project included completion of a new grinder system, wet well, pumps, flow metering equipment and standby power generation systems as well as multiple sizes of force main and gravity piping, including one trenchless jack and bore installation.

DOBY CREEK SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte Water, NC / \$30,000,000

Project Manager and Construction Manager

Hazen provided design, permitting, and construction administration for replacing and upsizing approximately 16,000 LF of 8" to 15" diameter sewer with new sewer ranging in size between 16" and 36" in diameter. Work included both jack-and-bore and micro-tunnel trenchless pipe installation.

IRVINS CREEK TRIBUTARY TRUCK LINE (PROGRESSIVE DESIGN-BUILD)

Mint Hill, NC / \$4,758,000

Construction Manager

Hazen provided design and construction administration for the replacement and upsizing of an existing 8" gravity sewer. The project included gravity piping up to 24" diameter and a 20" force main as well as three jack and bore trenchless installations. As the project was centered around one of the most crowded intersections in the Town of Mint Hill, significant community coordination was essential.



JEFF GREENE

DESIGN LEAD

As Design Lead, Jeff will be responsible for coordination of all design sub-contractors such as survey, subsurface utilities, geotechnical, and real estate, and preparation of construction documents for the project. Jeff has led design of numerous conveyance projects in North Carolina, including the first conveyance alternative delivery type projects in the state (Charlotte Water’s Doby Creek Sewer CMAR and Charlotte Water’s Irvins Creek Sewer Progressive Design-Build - both with Garney Construction). Jeff will utilize his extensive design experience to lead all aspects of design. Additionally, Jeff served as Designer for the Wilmar Street Water Main and Improvements project for the City of Concord.

VALUE TO CITY OF CONCORD

- + Previous design experience with the City
- + Led design on > 300,000 LF of pipeline in last 5 years
- + Extensive alternative delivery experience (CMAR + PDB totaling \$230M)

EDUCATION

BSCET - University of North Carolina at Charlotte
ASMET - Central Piedmont Community College

EXPERIENCE

Total: 25 yrs / Hazen: 12 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + OSHA 10-hour

PROJECT EXPERIENCE

WILMAR STREET WATER MAIN IMPROVEMENTS

City of Concord, NC / \$509,908

Designer

Design and construction administration for installation of approx. 1,600 LF of 12” ductile iron water main along Wilmar Avenue including tie-in connections. Project also included adding six fire hydrants to existing 30” water mains in various urban areas to increase fire protection.

IRVINS CREEK TRIBUTARY TRUNK LINE (PROGRESSIVE DESIGN-BUILD)

Charlotte Water / \$4,758,673

Lead Designer

Removal and replacement of 4,500 LF of 24” DIP gravity sewer pipe that required two 48” auger bores for 400 LF, bypass pumping, rock trenching, deep excavations, manholes, and sewer service connections.

LAKE MARION REGIONAL WATER SYSTEM

Santee Cooper, Moncks Corner, SC / \$38,000,000

Lead Designer

Hazen has been involved with the development of this new regional water system along the I-95 corridor, and has provided planning, design, and construction administration services on multiple projects totaling 40+ miles of 12” to 36” finished water transmission main. Project included multiple HDDs.

YADKIN REGIONAL WATER SUPPLY PROJECT (PROGRESSIVE DESIGN-BUILD)

Union County, NC / \$129,000,000

Lead Designer

Progressive Design-Build project with Garney Construction. The project encompasses over 29 miles of 42” raw water transmission main and over 250 easements. Project includes 30+ jack and bores for roadways, two jack and bores for railroad crossings and two major river crossings.

ARROWOOD/SULKIRK ROAD WATER TRANSMISSION MAIN REPLACEMENT

Charlotte Water, NC / \$4,158,000

Lead Designer

Hazen coordinated all field services and provided design, permitting, bidding and construction management for the replacement of 11,660 LF of existing PCCP with new 24” DIP. Installation was within an urban multi-lane roadway requiring close coordination with CDOT and CATS.



STEVE SANDS, PE, CFM

PERMITTING

Steve will be responsible for site civil, stormwater, and floodplain permitting for the project. This will include preparation of permit applications and necessary documentation. Steve has extensive experience with stormwater, site, and floodplain permitting in North Carolina, including leading the City of Charlotte's Stormwater Division. He has provided permitting for numerous conveyance projects in North Carolina, including the first conveyance alternative delivery type projects in the state (Charlotte Water's Doby Creek Sewer CMAR and Charlotte Water's Irwins Creek Sewer Progressive Design-Build - both with Garney Construction).

VALUE TO CITY OF CONCORD

- + Previous stormwater design experience with the City
- + Led Charlotte's Storm Water Services Division
- + Extensive alternative delivery experience (CMAR + PDB totaling \$430M)

EDUCATION

BSCE - University of Kentucky

EXPERIENCE

Total: 32 yrs / Hazen: 8 yrs

PROFESSIONAL REGISTRATIONS, CERTIFICATIONS, & LICENSES

- + Professional Engineer: NC, SC, KY
- + Certified Floodplain Manager

PROJECT EXPERIENCE

TAGGART CREEK OUTFALL/PAW CREEK FORCE MAIN Charlotte Water, NC / \$21,700,000

Permitting

Hazen provided design, permitting, and construction administration/ observation services for projects totaling 19,000 LF of 36" and 42" outfall and 10,000 LF of 36" force main.

YADKIN RIVER WATER SUPPLY PROJECT (PROGRESSIVE DESIGN-BUILD) Union County, NC / \$129,000,000

Permitting

Progressive Design-Build project with Garney Construction. The project encompasses over 29 miles of 42" water transmission main and over 250 easements.

IRWIN CREEK WWTP IMPROVEMENTS AND UPGRADES Charlotte Water, NC / \$68,000,000

Permitting

Hazen provided design, bid phase services, and construction administration services for significant process improvements including influent pump station.

DOBY CREEK SANITARY SEWER IMPROVEMENTS (CMAR) Charlotte Water, NC / \$30,000,000

Permitting

Design and construction administration for replacing and upsizing approximately 16,000 LF of 8" to 15" diameter sewer with new sewer ranging in size between 16" and 36" in diameter. Work included both jack-and-bore and micro-tunnel trenchless pipe installation.

TREASURE DRIVE CULVERT IMPROVEMENTS City of Concord NC / \$67,000

Project Manager

HEC-RAS hydraulic modeling, technical memorandum preparation, easement mapping, and final construction documents for a 20-foot by 5-foot Conspan culvert to replace an existing 48" RCP.

KEY SUPPORT STAFF

In addition to the key team members featured in the previous pages, our team includes in-depth additional staffing resources who add value to this project. Based on the scope of services and critical schedule project milestones outlined in the City of Concord's RFQ, we have included these staff to provide the City with the adequate talent and resources to fast-track design and construction for the entire duration of this contract.

NAME/ROLE/EXPERIENCE

RELEVANT EXPERIENCE



BRANDON BLEVINS, CHST SAFETY MANAGER

15 Years' Experience
13 With Garney

- + Safety Manager on numerous pipeline projects totaling more than \$108M in construction costs
- + Experience leading safety programs for pipeline projects ranging in diameter between 6" - 42" with installations crossing multiple roadways
- + 100% dedicated, full-time Safety Manager, contributing to Garney's unrivaled safety program — achieving annual safety ratings much better than the industry standards



TOM TANT, PE TECHNICAL ADVISOR

31 Years' Experience
29 With Hazen
PE – NC #020756

- + Mid-Atlantic Conveyance Group Lead for Hazen and Sawyer
- + Expert in the planning, routing, design, and rehabilitation of water distribution systems
- + Projects have included rehabilitation; trenchless railroad crossings; jack-and-bore crossings of railroads, highways, and streams; directional drills; siphons; and subaqueous terminations
- + Experience includes heavily urbanized areas, environmentally sensitive environments and large pipe systems over miles of terrain



MATTHEW BUSWELL, PE, PMP PREPARATION OF CONTRACT DOCUMENTS

17 Years' Experience
14 With Hazen
PE – NC #033749

- + Experienced Project Manager and team leader
- + Design-Build experience on linear conveyance pipelines including recent projects for Charlotte Water
- + Lead Engineer for numerous conveyance projects throughout the Mid-Atlantic including water transmission mains, water distribution, force mains, and gravity sewers
- + Extensive experience in the assessment, design, repair and installation of water line and wastewater mains utilizing trenchless technologies



LANCE STRAWN, PE PREPARATION OF CONSTRUCTION DOCUMENTS

24 Years' Experience
1 With Hazen
PE – NC #026943

- + Lead engineer for numerous projects throughout North Carolina including water distribution, wastewater collection, lift stations, stormwater management, and site development
- + Extensive experience in preparation of construction drawings and specifications, construction management and inspection, permitting, and cost estimating
- + Design background includes storm drainage improvements, stormwater control measures, channel stabilization, pond & dam rehabilitation, water distribution, transportation, and site development

KEY SUPPORT STAFF CONTINUED



NAME/ROLE/EXPERIENCE

ELLIE MIERZEJEWSKI, PE PREPARATION OF CONSTRUCTION DOCUMENTS

4 Years' Experience
4 With Hazen
PE – NC #049990

RELEVANT EXPERIENCE

- + Extensive conveyance permitting experience with NCDEQ, USACE, NCDOT, CDOT, CATS, and CSX and NFS Railroads
- + Provided sediment and erosion control design services on numerous conveyance projects for Charlotte Water, Winston-Salem, and Union County
- + Assisted with design of Doby Creek Sewer Improvements, a CMAR project with Garney



JARROD KARL PERMITTING

23 Years' Experience
5 With Hazen

- + Extensive permitting experience, including over ten years of oversight of the City of Charlotte's 401/404 permitting program
- + Responsible for jurisdictional determinations and 401/404 permitting for hundreds of municipal projects, including flood control, water quality, stormwater maintenance, transportation, transit and new facility construction projects
- + Restoration ecologist and environmental scientist specializing in stream and wetland restoration and non-point source water quality improvement



COLBY WHITELEY, PE STRUCTURAL

11 Years' Experience
11 With Hazen
PE – NC #39856

- + Structural Discipline Lead in Hazen and Sawyer's Charlotte Office
- + Specializes in structural design of water treatment and conveyance facilities
- + Prepares contract drawings and specifications and provides construction administration for structural designs



JEFF CRUICKSHANK, PE HYDRAULIC MODELING

44 Years' Experience
17 With Hazen
PE – NC #10562

- + Expert in hydraulic modeling, water quality modeling, and solving problems in municipal distribution systems
- + Life Member of the American Water Works Association and was a contributing author for the Second Edition of AWWA's M32: Distribution Network Analysis for Water Utilities
- + Extensive knowledge of City of Concord's distribution system, through management of Water System Master Plan, Hydraulic Model Update, Hazard Mitigation Fire Flow Study, and On-Call Modeling projects



CRYSTAL BROADBENT, PE HYDRAULIC MODELING

19 Years' Experience
19 With Hazen
PE – NC #31974

- + Specializes in hydraulic modeling, analysis, and design
- + Experience includes model creation and calibration, surge modeling, diurnal demand pattern and geocoded demand calculations, demand projections, problem area identification, recommendations for improvements, and project prioritization
- + Extensive knowledge of City of Concord's distribution system, through her work on the Water System Master Plan, Hydraulic Model Update, Hazard Mitigation Fire Flow Study, and On-Call Modeling projects

SECTION 2: PROJECT EXPERIENCE

NATIONAL LEADERS IN PIPELINE CONSTRUCTION

As the nation's largest water and wastewater contractor, Garney's pipeline installation experience is unparalleled. Our 59 years of experience is specialized in self-performing construction of pipelines, a resume that includes 20 pipeline projects in North Carolina alone. **Since we routinely self-perform the majority of work on our projects (70 – 80 percent), we are able to provide the City of Concord with better control of safety, schedule, cost, and quality.**

PIPELINE EXPERTS – IT'S WHAT WE DO

Garney crews bring experience constructing pipelines ranging in size from 0.5" to 168" and with a variety of materials including DIP, steel, concrete, HDPE, PVC, and fiberglass.

OUR EXPERIENCE TOTALS:



1,150+ TOTAL - \$6.8+ BILLION PIPELINE PROJECTS



15.4 MILLION LF OF PIPE INSTALLED SINCE 2004



20 TOTAL - \$284+ MILLION PIPELINE PROJECTS IN NC

LOCAL PROFICIENT PIPELINE DESIGN

Our team is further strengthened by Hazen's outstanding hydraulic and pipeline design expertise, having successfully designed over 700,000 LF of pipeline over the last five years alone, ranging in size between 8" and 78". As leaders in pipeline design and construction, the **Garney + Hazen team understands and has experienced common challenges associated with pipeline installation, including trenchless installation; congested ROWs; work within sensitive areas; construction on major interstates, railways, and streams; and coordination of complex tie-ins and connections.** Our team has installed pipelines up to 168" in diameter in all types of materials and in all types of soil conditions.

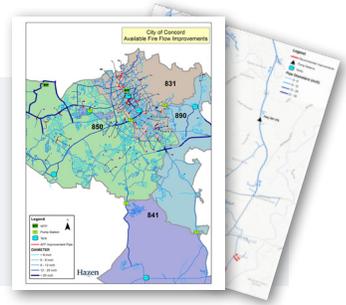
IN-HOUSE ESTIMATING EXPERTS

Garney uses an in-house estimating system developed specifically for water/wastewater construction. This system enables Garney estimators and managers to quickly and accurately convert quantities of work into detailed costs of labor, materials, equipment, subcontractors, and other aspects.

HYDRAULIC EXPERTS.

EFFECTIVE PLANNERS.

TRUSTED DESIGNERS.



Hazen has successfully completed 25 modeling projects and 25 master planning projects on water distribution systems in North Carolina, including for the City of Concord.

Garney established itself as a strong competitor in the design-build market as a self-performing general contractor. **By constructing \$3.1B+ worth of water-related projects through the design-build delivery method, we have evolved into the premier water and wastewater design-builder.** Through these experiences, we have developed a design-build process that provides our clients the strongest cost certainty possible. Our cost development approach begins with a real-time, open-book cost estimating format that has a history of proven success by typically delivering projects within 2% to 5% of the initial cost estimates. This process relies heavily on involvement by the entire Project Team and value engineering exercises, which can generate tremendous financial savings.

MEETING AGGRESSIVE PROJECT SCHEDULES

Having completed more than 25 projects as a team, of which seven were collaborative delivery, the Garney + Hazen team members already foster an effective partnership with an unprecedented resume meeting aggressive schedules. Our team's experience fast-tracking similar projects ensures the City a successful design-construction-startup process. Examples of our ability to meet project schedules are included in the following pages.

DEPTH OF RELEVANT EXPERIENCE

The Garney + Hazen team's expertise in designing, permitting, and self-performing construction of large diameter water main pipelines is the ideal match for the demands of this project. The table on the following page represents a sampling of our team's performance with relevant similarities to the City's project. **Detailed descriptions for our most relevant experience are included in the subsequent pages which emphasize our cost estimating abilities as well as experience meeting aggressive project schedules.**

GARNEY + HAZEN RELEVANT DESIGN AND CONSTRUCTION EXPERIENCE

Project and Location	PROJECT DETAILS				DELIVERY				DESIGN				CONSTRUCTION				
	Value	Diameter and Footage	Garney	Hazen	Collaborative Delivery	Completed On-Schedule	Completed On-Budget	Cost Estimating	Hydraulic Calculations	Pipe Material Evaluation	Route Evaluation	Permitting	Roadway / Interstate Crossing	Railroad Crossing	Stream Crossing	MOT	Easement Acquisition
Smith Mountain Lake WTP Pipelines (DB), Bedford, VA	\$15.0M	16", 18" // 153,120 LF	🔴		+	+	+	+					+	+	+	+	
T-Bar Ranch Well Field Development & Delivery Project (DB), Midland, TX	\$157.7M	48" // 310,750 LF	🔴		+	+	+	+					+				+
Doby and Little Sugar Creek Sanitary Sewer (CMAR), Charlotte, NC	\$30.1M	30", 36" // 16,000 LF	🔴	🔴	+	+	+	+		+	+	+	+		+	+	+
Irvins Creek Tributary Trunk Line (P-DB), Charlotte, NC	\$4.8M	20", 24" // 3,600 LF	🔴	🔴	+	+	+	+		+	+	+	+		+		+
Yadkin Raw Water Supply (P-DB), Monroe, NC	\$100.0M	42", 54" // 29+ Miles	🔴	🔴	+	+	+	+	+	+	+	+	+	+	+		+
Arrowood and Sulkirk Road Water Transmission Main Replacement, Charlotte, NC	\$4.2M	24" // 11,660 LF		🔴		+	+	+				+	+				
Lake Marion Regional Water System, Moncks Corner, SC	\$38.0M	16", 36" // 40+ Miles		🔴		+	+	+	+	+	+	+	+	+	+		+
McGill Avenue Water Main Rehabilitation, Concord, NC	\$122K	16" // 155 LF		🔴		+	+	+				+			+		
Taggart Creek Outfall and Paw Creek Force Main Improvements, Charlotte, NC	\$21.7M	36", 42" // 29,000 LF		🔴		+	+	+	+	+	+	+	+	+	+		+
Wilmar Street Water Main Improvements, Concord, NC	\$510K	12" // 1,600 LF		🔴		+	+	+	+		+	+	+				
Tampa UCAP Improvements (P-DB), Tampa, FL	\$40.4M	42", 48" // 73,000 LF	🔴		+	+	+	+					+				+
Phase 3A and 1A Interconnects, Venice, FL	\$30.1M	24", 48" // 94,000 LF	🔴			+	+	+					+		+	+	
Western Wake Effluent Outfall Line, Cary, NC	\$22.4M	48", 54" // 60,000 LF	🔴	🔴		+	+	+	+	+	+	+	+	+	+		
USDA Raw Water Project Division 4 - Raw Water Transmission Pipeline Boone, NC	\$18.4M	24" // 58,353 LF	🔴			+	+	+			+	+	+		+	+	
Raw Water Transmission Parallel Pipeline, Cary, NC	\$15.4M	42", 54" // 32,000 LF	🔴			+	+	+					+				+
Richland Creek Reservoir Raw Water Pipeline (DB), Dallas, GA	\$11.6M	48" // 18,100 LF	🔴		+	+	+	+	+	+	+	+	+		+	+	+
Marks Street / Pasadena Play Utility Improvements (CMAR), Orlando, FL	\$6.4M	8", 10", 12", 16", 20" // 4,545	🔴		+	+	+	+					+				+
Davidson Water Hargrave Pumping Station, Welcome, NC	\$5.3M	12", 24" // 39,900 LF		🔴		+	+	+	+		+	+	+	+	+		
Mallard Creek WRF to UNCC Reuse Line Extension, Charlotte, NC	\$4.0M	16" // 11,000 LF		🔴		+	+	+	+		+	+	+		+		+



1

SMITH MOUNTAIN LAKE WTP PIPELINES – CONTRACTS A, B, C, D, & E (DESIGN-BUILD)

Bedford, VA

RELEVANCY TO CITY’S PROJECT

- + Collaborative Delivery
- + Completed On-Schedule
- + Completed On-Budget
- + Cost Estimating
- + Roadway/Interstate Crossing
- + Railroad Crossing
- + Stream Crossing
- + MOT

OWNER

Bedford Regional Water Authority (BRWA)

OWNER CONTACT

Brian Key, Executive Director
540.586.6095
b.key@brwa.com

TEAM ROLES

Garney – Subcontractor

TEAM RESPONSIBILITIES

Jason Seubert / Principal-in-Charge
CJ Cahoy / Project Manager
Pedro Vasquez / Superintendent
Brandon Blevins / Safety Manager

COST

\$14,956,193 (initial);
\$14,956,193 (actual)
Project completed within budget

SUBSTANTIAL COMPLETION

9/2015 – 12/2016 (initial);
9/2015 – 5/2017 (actual)
The schedule was extended due to delays in obtaining easements and permits by the General Contractor. Garney proactively placed a third crew on the project to help the overall project get back on schedule.

PROJECT DESCRIPTION

To meet the growing water needs within the BRWA service region by 2060, **Garney was selected to install 153,120 LF (29 miles) of 16” and 18” PVC and ductile iron waterline, and 46 jack and bores totaling 2,710 LF with three creek crossings by jack and bore through rock.**

Garney worked closely with Virginia Department of Transportation (VDOT) to develop detailed, area-specific MOT plans along the route, including overnight MOT for the bore crossings.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

Project challenges included meeting a tight schedule, steep terrain, and working within a constrained VDOT right-of-way. The schedule was a challenge from the start, as the required easements were not all obtained on time. When we realized the extent of the delay, Garney provided additional pipe crews and equipment to ensure the deadline was met. Garney worked closely with VDOT on MOT and the Water Authority had specifics on what type and duration for road closures our team could set up.

“Bottom line, this is one of the best pipeline crews I’ve seen. Were I you, I would count myself successful and fortunate to have such good ‘boots on the ground’ people representing my business to residents (and the local Water Authority) of the communities where they work.”

**– RICHARD D. RYLANDER L.P.E.,
PROPERTY OWNER,
BEDFORD, VA**

No road closures were to be allowed overnight, however they did not take in account the jack and bore closures. We collaborated with VDOT to set up a good closure to allow overnight MOT for the bore crossings. Due to our progress and work ethic, we were allowed to maintain our closures and MOT beyond 3PM to allow the project to finish ahead of time.

The project also included impact to more than 60 private drives which required Garney to dedicate a project engineer whose sole responsibility was coordinating and communicating with homeowners. This individual met with every homeowner impacted and planned for property restoration, with the goal of exceeding expectations for repair and restorations.

ESTIMATING PROJECT COSTS

This was a hard-bid project to the design-builder. Garney successfully provided estimating services and the project was built on budget with no change orders.





2

T-BAR RANCH WELL FIELD DEVELOPMENT AND DELIVERY PROJECT (DESIGN-BUILD)

Midland, TX

RELEVANCY TO CITY'S PROJECT

- + Collaborative Delivery via Design-Build
- + Large Diameter Water Main
- + Easement Acquisition
- + MOT
- + Roadway / Interstate Installation
- + Completed On-Budget
- + Completed On-Schedule

OWNER

Midland Co. Fresh Water Supply District (MCWSD) No. 1

OWNER CONTACT

Kyle Krueger, General Manager
806.473.3698
kkrueger@team-psc.com

TEAM ROLES

Garney – Design-Builder

TEAM RESPONSIBILITIES

Jason Seubert / Chief Operating Officer

COST

\$157,692,985 (initial);
\$157,692,985 (actual)
Project completed on-budget.

SUBSTANTIAL COMPLETION

5/2013 (initial); 5/2013 (actual)
Project completed on-time.

PROJECT DESCRIPTION

With water in high demand following severe drought and booming population, the MCWSD selected **Garney to construct 60 miles of 48" transmission main and 21 miles of well field collector piping, all installed in 12 months.** The pipe sections consisted of 205,500 LF of 48" steel waterline, 105,250 LF of 48" C303 waterline, 10,000 LF of 36" C303 and 100,000 LF of 6" to 24" PVC pipe. The project also included the installation of new electrical power feeds to all facilities, 44 production wells, four high service pumping stations totaling 20 MGD, 2 MG well field ground storage tank, chlorination facility, and a 5 MG intermediate ground storage tank.

The project required nearly 200,000 LF of rock excavation, 1,750 LF of hand-mined tunnel installations, and more than 115 air release valve structures.

Garney worked with Hilliard Energy to acquire land easement agreements from more than 55 landowners in less than six months without ever exercising the District's eminent domain authority—sometimes finalizing easements just ahead of Garney's four mainline production crews.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

In order to complete the project in less than 12 months, the transmission main was divided in four segments. Each of these four segments were then divided in three smaller sections to allow the preconstruction activities to move forward so pipe deliveries and construction could begin as early as possible on the first five miles.

ESTIMATING PROJECT COSTS

Garney enacted weekly project meetings with key stakeholders to modify the pipeline alignment, which created a total savings of about \$1.7 million, reducing more rigid/ expensive pipe material, the reduction in sand removal, less temporary right-of-way acquisition from land owners, and construction traffic ease and time.

"Garney was integral in leading this design-build team and participated in design constructability reviews and budget development, which was pivotal to the success of the expedited project. Water was first delivered on May 14, 2013, beating the project's 12-month deadline by 17 days. The District was pleased that no safety issues were experienced during the fasttrack project."

**– JAY EDWARDS,
MCWSD GENERAL MANAGER**





3

DOBY CREEK AND LITTLE SUGAR CREEK TRIBUTARY TO FAIRVIEW ROAD SANITARY SEWER IMPROVEMENTS (CMAR)

Charlotte, NC

RELEVANCY TO CITY'S PROJECT

- + Collaborative Delivery via CMAR
- + Easement Acquisition
- + Large Diameter Pipe
- + Environmental Permitting
- + Route Evaluation
- + MOT and Roadway Installation
- + Cost Estimating and VE Savings
- + Pipe Material Evaluation
- + Stream Crossing

OWNER

Charlotte Water

OWNER CONTACT

Ryan LeBlanc, Project Manager
704.391.5151
ryan.leBlanc@ci.charlotte.nc.us

TEAM ROLES

Garney – CMAR
Hazen – Design Engineer
Avioimage – Aerial Survey
CES Group – Construction Staking
Gulf Coast – Real Estate Agent

TEAM RESPONSIBILITIES

Jason Seubert / Principal-in-Charge
CJ Cahoy / Project Manager
Keith Burke / Operations Manager
Mike Hewitt / Estimator
Brandon Blevins / Safety Manager
Brandon Moretz / Construction Manager
Jim Struve / Design Manager
Jeff Greene / Design Engineer
Colby Whiteley / Structural
Ellie Mierzejewski / Design Engineer
Jarrod Karl / Permitting
Steve Sands / Flood Study

COST

\$30,068,328 (initial); \$30,068,328 (actual); *Completed within budget.*

SUBSTANTIAL COMPLETION

9/2019 (initial); 9/2019 (actual); *Completed on-time.*

PROJECT DESCRIPTION

The project involved replacement of nearly 16,000 LF of sewer with new sewer up to 36" in diameter.

Upsizing of this sewer was time critical due to development in the surrounding area. The optimum route was selected via a routing study, which included consideration for topography, property owner considerations, wetlands and significant NCDOT roadway embankments. Care was taken in design regarding protection of the existing infrastructure and enhanced resiliency of new infrastructure.

The project included approximately 1,100 LF of trenchless installation, both jack and bore and micro-tunnel installations, with the longest segment approaching 510 LF and another with a maximum depth of over 60 feet.

The pipelines crossed 25 properties, including a duck pond, athletic field, and was in close proximity to four Charlotte-Mecklenburg Schools (CMS).

Significant coordination occurred with CDOT, NCDOT, Parks and Recreation along with CMS as the route traversed two public CMS properties.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

Project relevancies and challenges overcome consisted of hard rock throughout both alignments that required different types of excavation; working carefully near existing lines running parallel to the new alignment; working near existing community parks causing street and park closures; and working near elementary schools

requiring constant stakeholder coordination. This project involved working with multiple design engineers on different segments, adding another layer of complexity to project coordination, but regularly scheduled and impromptu meetings kept everyone well informed throughout the project.

ESTIMATING PROJECT COSTS

For this project, Garney served as a non-self-performing CMAR and, during the design phase, conducted full design assistance, plan review, value engineering (VE), cost estimating, scheduling, and procurement. VE ideas incorporated included relocating a portion of the alignment out of the street and away from trees/structures, as well as lowering a nearby pond level to save on trench dewatering. These ideas equated to approximately \$250,000 in cost savings and reduced the schedule by three weeks.





4

IRVINS CREEK TRIBUTARY TRUNK LINE (PROGRESSIVE DESIGN-BUILD)

Mint Hill, NC

RELEVANCY TO CITY'S PROJECT

- + Progressive Design-Build
- + Large Diameter Pipeline
- + Pipe Material Evaluation
- + Route Evaluation
- + Easement Acquisition
- + Environmental Permitting
- + Stream Crossing
- + Roadway/Interstate Crossing
- + Completed On-Schedule and On-Budget

OWNER

Charlotte Water

OWNER CONTACT

Nicole Bartlett, Senior Project Manager
704.391.5151
nbartlett@ci.charlotte.nc.us

TEAM ROLES

Garney – Design-Builder
Hazen – Design Engineer
Sweetwater – Subsurface Utility Locates

TEAM RESPONSIBILITIES

Jason Seubert / Principal-in-Charge
Keith Burke / Sr. Project Manager
CJ Cahoy / Project Manager
Brandon Moretz / Construction Manager
Mike Hewitt / Estimator
Pedro Vasquez / Superintendent
Brandon Blevins / Safety Manager
Jim Struve / Design Manager
Jeff Greene / Design Lead
Ellie Mierzejewski / Design Engineer
Jarrod Karl / Permitting
Steve Sands / Flood Study

COST

\$4,758,673 (initial);
\$4,758,673 (actual)
Completed within budget.

SUBSTANTIAL COMPLETION

3/2018 – 9/2019 (initial);
3/2018 – 10/2019 (actual)
Completed on-time.

PROJECT DESCRIPTION

The Irvins Creek Tributary Trunk Line project consisted of **installation of 3,600 LF of 20" to 24" gravity sewer and force main. A routing study was performed with consideration to topography, property owners and roadway impacts as the sewer is beneath both HWY 51 and Lawyers Road.** The project included pipe installation, manhole installation, grading, asphalt paving, restoration, odor control, and armored stream crossings.

Additionally, three jack and bore trenchless installations were necessary, with one exceeding 400 LF and occurring beneath a business and parking area. Portions of this project were installed within active business corridors and across residential properties which required traffic control, interaction with the local department of transportation and landowners. Significant coordination occurred with CDOT, NCDOT, and the Town of Mint Hill along with multiple property owners as access to homes and businesses were intermittently restricted.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

The Garney + Hazen team delivered this project on-schedule through development of several innovative solutions including coordination with multiple authorities and agencies as well as community relations as project construction required closure of business entrances that impacted neighborhood accesses. Our team also coordinated with existing utilities

during the project which involved two open-cut stream crossings and jack and bore trenchless installation beneath a business and parking lot in a highly congested area.

ESTIMATING PROJECT COSTS

Garney also provided VE ideas that were incorporated into the project, including lengthening bore to cut down on business impacts, relocated the odor control vault, and changed 450 LF of gravity sewer to force main for savings.

Additionally, once the GMP was established, we worked with Charlotte Water to establish a more familiar, unit price approach that provided a cost that could be compared to previous projects. We also established a project contingency that allowed Charlotte Water to share in the project risks which ultimately saved over \$200K in project costs.





5

YADKIN YADKIN REGIONAL WATER SUPPLY PROJECT – RAW WATER INFRASTRUCTURE (PROGRESSIVE DESIGN-BUILD)

Norwood, NC

RELEVANCY TO CITY'S PROJECT

- + Collaborative Delivery
- + Cost Estimating
- + Hydraulic Modeling / Calculations
- + Pipe Material and Route Evaluation
- + Permitting
- + Roadway/Interstate Crossing
- + Railroad Crossing and Stream Crossing
- + Easement Acquisition

OWNER

Union County, NC

OWNER CONTACT

John Shutak, CIP Program Manager
704.283.3651
John.shutak@unioncountync.gov

TEAM ROLES

- Garney – Design-Builder
- Hazen – Engineer
- Avioimage – Aerial Mapping
- CES Group Engineers – Survey
- Froehling & Robertson – Geotechnical
- Sweetwater – Subsurface Utility Locates

TEAM RESPONSIBILITIES

- Jason Seubert / Principal-in-Charge
- Keith Burke / Regional Operations Manager
- CJ Cahoy / Construction Manager
- Pedro Vasquez / Principal-in-Charge
- Jason Seubert / Principal-in-Charge
- Jim Struve / Design Director
- Jeff Greene / Design Engineer
- Crystal Broadbent / Hydraulic Modeling
- Steve Sands / Permitting
- Colby Whiteley / Structural
- Jarrod Karl / Permitting
- Ellie Mierzejewski / Design Engineer

COST

\$100,000,000 (initial);
\$100,000,000 (estimated)
Construction is on-going and on-budget.

SUBSTANTIAL COMPLETION

6/2023 (estimated); *Construction is on-going and currently on-schedule. Hazen completed 60% Design on-schedule.*

PROJECT DESCRIPTION

The preliminary project scope includes the construction of a new single raw water intake into Lake Tillery with two intake screens located at different lake depths, a common wetwell to supply raw water pumps for both the Town of Norwood and Union County, three 1,000 hp vertical turbine pumps for Union County, and three 25 hp vertical turbine pumps for the Town of Norwood. The initial rated pump station firm capacity is 12 MGD for Union County and 2 MGD for the Town of Norwood, expandable to 40 MGD.

The scope also includes emergency/standby power facilities and demolition of the existing structures on the Town of Norwood property. The raw water intake construction will require the continuous transfer of raw water to the Town of Norwood's existing water treatment plant via bypass pumping.

The pipeline section will include 29 miles of 42" raw water ductile iron pipeline from the new intake and pumping station to Union County's proposed new water treatment plant (to be constructed by others), fifty 54" bores for 100 LF each which will require interaction with the Department of Transportation, two 54" railroad crossings for 240 LF each, rock excavation via blasting and hoe ramming, marine work, and tree canopy management and assessment.

Due to the location of the project, public relations are ongoing using local workshops to inform local residents and businesses.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

Construction is on-going and currently on-schedule. Hazen completed 60% Design on-schedule.

ESTIMATING PROJECT COSTS

This Progressive Design-Build project included a preconstruction and construction phase. The preconstruction phase (Phase 1) included overall project scoping, design workshops, development of an initial opinion of cost, design services through a 30%, and design completion to 60% with the preparation and delivery of a GMP and schedule for the construction phase (Phase 2). Garney + Hazen worked with Union County and their agent performing routine costs analysis to determine the most cost effective and minimally impacted route alignment. Milestones have been met and budget obtained, with the final GMP within 5% of the 30% cost estimate.





6

ARWOOD AND SULKIRK ROAD WATER TRANSMISSION MAIN REPLACEMENT

Charlotte, NC

RELEVANCY TO CITY'S PROJECT

- + Large Diameter Water Main
- + MOT / Roadway Installation
- + Cost Estimating
- + Completed On-Schedule

OWNER

Charlotte Water, NC

OWNER CONTACT

Amy Vershel, PE
 Senior Engineering Project Manager
 704.336.1077
 avershel@ci.charlotte.nc.us

TEAM ROLES

Hazen – Design Engineer

TEAM RESPONSIBILITIES

Jim Struve / Project Manager
 Jeff Greene / Lead Designer
 Brandon Moretz / Construction Manager

COST

\$4,707,000 (initial);
 \$4,158,000 (actual)
Project completed under-budget

SUBSTANTIAL COMPLETION

12/2015 (initial); 05/2015 (actual)
Project completed ahead of schedule.

PROJECT DESCRIPTION

The project replaced 11,660 LF of existing pre-stressed concrete cylinder pipe (PCCP) with new 24" diameter ductile iron water mains within the roadways of Arwood Road and Sulkirk Road.

Hazen completed the project from routing study through the construction phase, including all design and related subconsultant work such as surveying, subsurface utility locates, and geotechnical. Hazen engineers worked closely with Charlotte Water's field representative throughout the construction of the project.

Design included traffic control plans that involved coordination with CATs bus stops, future intersection improvements, maintaining existing utilities, and pavement replacement/overlay in accordance with CDOT requirements. The existing PCCP main was abandoned and filled with flowable fill.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

The design schedule was completed on time. This was accomplished by conducting monthly meetings with Charlotte Water which allowed feedback on design concepts and facilitated collaboration on critical decisions. During design, the project was successfully accelerated through intricate coordination between the contractor's means and methods, Charlotte Water's requirements and the surrounding stakeholders. This coordination promoted a dedicated focus on the work, expediting progress all while reducing the impact to the surrounding communities.

ESTIMATING PROJECT COSTS

Hazen performed a detailed cost estimate at the 30%, 60%, and 100% completion milestones using industry techniques combined with a depth of cost knowledge brought forth from previous successful projects of similar scope and complexity. Hazen's final bid estimate was \$5,759,000. Six bids were received ranging in price from \$4,707,00 to \$9,555,000. The cost was controlled during construction through management expertise, allocating contingency funds when necessary and reducing project scope when appropriate.





7

LAKE MARION REGIONAL WATER SYSTEM

Santee Cooper, SC

RELEVANCY TO CITY'S PROJECT

- + Multiple Trenchless Crossings
- + Coordination with Regulatory Agencies
- + Multiple Connections to Existing Systems and Elevated Tanks
- + Hydraulic Modeling
- + Cost Estimating
- + Completed On-Schedule

OWNER

Santee Cooper and Lake Marion Regional Water Agency

OWNER CONTACT

Brian Lynch
 Manager Environmental Resources and Water Systems
 843.899.5000
 brian.lynch@santeecooper.com

TEAM ROLES

Hazen – Design Engineer

TEAM RESPONSIBILITIES

Jim Struve / Project Director
 Jeff Greene / Design Engineer
 Colby Whiteley / Structural
 Brandon Moretz / Construction Manager

COST

\$43,300,000 (initial);
 \$38,000,000 (actual)¹

SUBSTANTIAL COMPLETION

Varies by project: 2007, 2009, 2010, 2012, 2013, 2016, 2020 (initial & actual)¹

Note:

¹ Seven separate construction contracts with a combined cost of \$38M. Exact dates and figures are unavailable as the USACE was responsible for bidding the projects and administering the construction contracts.

PROJECT DESCRIPTION

LMRWA has entrusted Hazen to develop a regional water system to cost-effectively deliver safe drinking water to four counties in the Low Country of South Carolina.

Hazen was selected by Santee Cooper and the Lake Marion Regional Water Agency (LMRWA) to design a regional water system capable of providing finished water to four counties in the South Carolina Low Country along the Interstate 95 corridor. Once complete, as many as 12 different municipalities will receive water from the LMRWA. Hazen has been involved with the development of the water system since its inception, and has **facilitated with planning, design, and construction administration services on multiple projects.**

To date, over 40+ miles of 16" to 36" finished water transmission main has been designed and permitted with the most recent construction project completed in July 2019. The combined projects total construction cost exceeds \$38 million. To minimize environmental impacts, the water mains were constructed along roadways, inside existing overhead electrical transmission line rights-of-way, and creek crossings and swamps were transversed utilizing horizontally directionally drilled (HDD) methods including 6,600 LF of HDD under Four Hole Swamp.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

The Lake Marion Regional Water System was funded by grants administered by the United States

Army Corps of Engineers (USACE). The USACE required strict adherence to their schedule to meet funding deadlines which Hazen accomplished by allocating the appropriate resources and working collaboratively with the USACE, the LMRWA, and the multiple municipal stakeholders via monthly progress meetings during design and construction.

ESTIMATING PROJECT COSTS

Hazen performed a detailed cost estimate at the 30%, 60%, and 100% completion milestones for every LMRWA project using industry techniques combined with a depth of cost knowledge brought forth from previous successful projects of similar scope and complexity. The USACE was responsible for soliciting and evaluating all bids and would not share this information with Hazen. However, based upon the awarded bids, Hazen's final bid estimates were approximately 10% to 15% higher than the awarded low bids.





8

MCGILL AVENUE WATER MAIN REPLACEMENT

Concord, NC

RELEVANCY TO CITY'S PROJECT

- + Water Main Replacement
- + City of Concord
- + Tight Schedule
- + Coordination with NCDOT
- + Traffic Control Plan
- + Completed On-Schedule

OWNER

City of Concord, NC

OWNER CONTACT

Jeff Corley, PE
 Water Resources Director
 704.920.5372
 corleyj@ci.concord.nc.us

TEAM ROLES

Hazen – Design, Bid, and Construction Administration

TEAM RESPONSIBILITIES

Jim Struve / Project Manager

COST

\$122,650 (initial)
 \$122,650 (actual)
Completed within budget.

SUBSTANTIAL COMPLETION

7/2010 (initial); 7/2010 (actual)
Project completed on-time in four months.

PROJECT DESCRIPTION

Hazen and Sawyer was retained by the City of Concord to provide design, bid phase services, and limited construction administration services for the **replacement of an existing aerial 16" water main crossing** at the intersection of Irish Buffalo Creek and McGill Avenue.

The new aerial crossing consisted of 16" diameter flanged ductile iron pipe attached to the underside of the bridge's cantilevered sidewalk. The design of the pipe hanger system included stainless steel adhesive anchors and yoke-type pipe rolls.

The pipe rolls, in conjunction with an expansion coupling, allowed flexibility within the piping system to accommodate hydraulic pressure fluctuations and vehicular traffic loads. Bridge design drawings were thoroughly reviewed by Hazen to ensure that the existing structure could support the new aerial crossing. The design documents prohibited construction activities within the new piping system from the bridge deck which required a lane closure between the hours of 9:00 AM to 4:00 PM. The project was completed in four months.

SUCCESSFULLY ADHERING TO PROJECT SCHEDULES

The design schedule was completed on time. This was accomplished by conducting monthly meetings with the City of Concord which allowed feedback on design concepts and facilitated collaboration on critical decisions.

ESTIMATING PROJECT COSTS

Hazen performed a detailed cost estimate at the 30%, 60% , and 100% completion milestones using industry techniques combined with a depth of cost knowledge brought forth from previous successful projects of similar scope and complexity. Hazen's final bid estimate was \$140,000. Three bids were received ranging in price from \$122,650 to \$148,860.





9

TAGGART CREEK OUTFALL IMPROVEMENTS AND PAW CREEK FORCE MAIN REPLACEMENT

Charlotte, NC

RELEVANCY TO CITY'S PROJECT

- + Pipeline Alignment Study
- + Easement Acquisition
- + 404/401 Permitting
- + NCDOT and NSR Encroachment Agreements
- + Soft Dig Utility Locates
- + Large Diameter Pipeline Project
- + Cost Estimating
- + Completed On-Schedule

OWNER

Charlotte Water, NC

OWNER CONTACT

Julie McLelland, PE
 Senior Project Manager
 704.634.8562
 jmclelland@ci.charlotte.nc.us

TEAM ROLES

Hazen – Design Engineer

TEAM RESPONSIBILITIES

Jim Struve / Project Manager
 Jeff Greene / Lead Designer
 Steve Sands / Permitting
 Brandon Moretz / Construction Manager
 Ellie Mierzejewski / Project Engineer

COST

Taggart Creek Outfall:
 \$18,800,000 (initial);
 \$16,000,000 (actual)
 Paw Creek Phase 2 Force Main:
 \$6,400,000 (initial);
 \$5,700,000 (actual)

Projects completed under budget.

SUBSTANTIAL COMPLETION

Taggart Creek Outfall:
 11/2018; 1/2019 (initial & actual)
 Paw Creek Phase 2 Force Main:
 6/2011; 6/2011 (initial & actual)
Projects completed on-time.

PROJECT DESCRIPTION

Hazen and Sawyer was retained by Charlotte Water to design a new gravity sewer outfall and force main to increase conveyance capacity of the existing Taggart Creek outfall and direct pumped flow from the Paw Creek/ Coffey Creek drainage basins to the Irwin Creek WWTP, reducing the flow to the McAlpine Creek WWMF and eliminating flow restrictions and aerial crossings at creeks and floodplain areas. **This project consists of approximately 19,000 lf of 42" and 36" diameter new outfall sewers and 10,000 lf of 36" diameter force mains.** Valving at the force main discharges will allow Charlotte Water the flexibility of throttling flow to either the Coffey Creek or Taggart Creek outfalls.

This project included easement surveys, private easement plat development, wetlands delineation and biological assessment, US Corps of Engineers/ NC DEQ 401/404 Water Quality Certifications, soft dig utility location, DOT and railroad encroachment permit applications, casing design, pipeline alignment study and analysis, and construction administration. A portion of the project was accelerated to allow Norfolk-Southern Railway to install siding for a multi-million dollar intermodal facility.

PROJECT SCHEDULES

The design schedule was completed on time for both projects. This was accomplished by conducting monthly meetings with Charlotte Water which allowed feedback on design concepts and facilitated collaboration on critical decisions. During construction, each project was successfully delivered on time despite multiple change

of conditions through extensive coordination with all stakeholders (Charlotte Airport, National Guard, Hope IV Development) to enable work to be sequenced when appropriate to keep progress moving forward and the schedule on track.

ESTIMATING PROJECT COSTS

For both projects, Hazen performed a detailed cost estimate at the 30%, 60%, and 100% completion milestones using industry techniques combined with a depth of cost knowledge brought forth from previous successful projects of similar scope and complexity. Hazen's final bid estimate for the Paw Creek Force Main was \$7,028,300 which received 13 bids ranging in price from \$6,431,900 to \$8,126,800. Hazen's final bid estimate for the Taggart Creek Outfall was \$17,500,000 which received 11 bids ranging in price from \$18,856,000 to \$28,295,000. The cost for each project was controlled during construction through management expertise and collaboration to allow challenges to be confronted and ultimately produce outcomes which provide benefit to all stakeholders.





10

WILMAR STREET WATER MAIN AND IMPROVEMENTS

Concord, NC

RELEVANCY TO CITY'S PROJECT

- + Water Main Improvements
- + City of Concord Project
- + NCDOT Coordination
- + Working within NCDOT ROW
- + Multiple Tie-In Connections to Existing Water Mains
- + Coordination with Subsurface Utilities (fiber, telephone, stormwater)

OWNER

City of Concord, NC

OWNER CONTACT

Tom Bach, PE
 Engineering Manager
 704.920.5344
 bacht@concordnc.gov

TEAM ROLES

Hazen – Lead Engineer for Study, Design and Construction

TEAM RESPONSIBILITIES

Jim Struve / Project Manager
 Jeff Greene / Lead Design
 Crystal Broadbent / Project Engineer

COST

\$509,908 (initial);
 \$509,908 (actual);
Project completed within budget.

SUBSTANTIAL COMPLETION

2/2018 (initial); 2/2018 (actual)
Project completed on-time.

PROJECT DESCRIPTION

A 2012 Hazard Mitigation Fire Flow Study by Hazen identified hydraulic restrictions which adversely affected fire flows in Concord's Central Business District. The hydraulic restrictions were caused by unlined cast iron pipes that had limited capacity due to internal corrosion. The preliminary recommendation from this study was a systematic program to replace unlined cast iron pipes in the downtown area over the next ten years.

STUDY

The City subsequently worked with Hazen on developing alternatives that would increase downtown fire flows more quickly with less disruption and at lower cost. Hydraulic modeling identified several feasible possibilities. The City selected an alternative that included installing hydrants on a 30" transmission main in the area and installing a new 12" water main on Wilmar Avenue that ran parallel to Church Street, a main thoroughfare with heavy traffic. **Modeling showed the new 12" water main was sufficient to provide needed fire flows for dense development along Church Street and large nearby industry.**

DESIGN AND CONSTRUCTION

The project included **design and construction administration for installation of approximately 1,600 LF of 12" ductile iron water main along Wilmar Avenue including tie-in connections** (tapping sleeves, valves, and fittings) to existing water mains along Wincoff Avenue, Todd Avenue, Carolina Avenue, Morton Avenue, Gibson

Drive, and Foliage Avenue. Additional improvements included new pavement, curb and gutter, sidewalk, and fire hydrants. Pipe testing and disinfection was performed prior to placing the new and existing water mains back in service. Hazen provided preliminary and detailed design including geotechnical and surveying field services as well as permitting.

PROJECT SCHEDULES

The design schedule was completed on time. This was accomplished by conducting monthly meetings with the City of Concord which allowed feedback on design concepts and facilitated collaboration on critical decisions.

ESTIMATING PROJECT COSTS

Hazen performed a detailed cost estimate at the 30%, 60%, and 100% completion milestones using industry techniques combined with a depth of cost knowledge brought forth from previous successful projects of similar scope and complexity. Hazen's final bid estimate was \$633,500. Five bids were received ranging in price from \$509,900 to \$1,300,000.



SECTION 3: AVAILABLE RESOURCES AND CURRENT WORKLOAD

CURRENT WORKLOAD

Our team is fully committed to serving the City. The Garney + Hazen team has the depth and breadth of local personnel and resources required to complete this project. Further, this team is one that has established effective working processes and procedures having provided design-build services to other local municipalities on relevant pipeline projects. We will leverage our directly relevant successful past experience working in partnership to deliver quality project outcomes. More importantly, the firms that comprise the Garney + Hazen design-build team offer the City full-service, in-house design and construction services specifically dedicated to water, resulting in an unmatched capacity and expertise to effectively deliver this project.

Our team's projected workload aligns well with the schedule required for this project. We have carefully assessed our current and projected workload and are confident that our highly qualified team is available to provide the services required to complete this project on schedule.

ALL KEY PERSONNEL OF OUR DESIGN-BUILD TEAM ARE FULLY COMMITTED TO THE CITY'S PROJECT.

DEPTH OF NATIONAL RESOURCES

Garney is the largest contractor in our line of work and has a tremendous depth of resources spread across the country, including more than 1,600 employees in 19 offices nationwide. With labor shortages on the rise, the City of Concord needs a team who can provide a local, committed workforce to provide on-time delivery.

Garney is able to pull from 600 employee-owners in project management and 1,000+ field craft workers should the project warrant additional work force. More than 300 of these employee-owners reside in the Southeast region. Additionally, Hazen has over 1,100 staff in over 50 offices nationwide, completely focused on water and wastewater treatment and conveyance projects.

UNMATCHED LOCAL RESOURCES

Together, the Garney + Hazen team offers the combined resources of premier pipeline design and construction industry leaders, including 490+ resources within a three-hour radius of the City of Concord. At the start of construction, Garney will set up an on-site office to empower our management staff to make decisions at the field level. Staff from Hazen's three North Carolina offices will participate in the Water Main Extension project. Charlotte office staff will provide design management and oversight and perform design and permitting, while staff from Greensboro and Raleigh will be responsible for hydraulic modeling. Hazen's hydraulic modeling group, based in Greensboro, has modeled nearly every large distribution system within North Carolina.



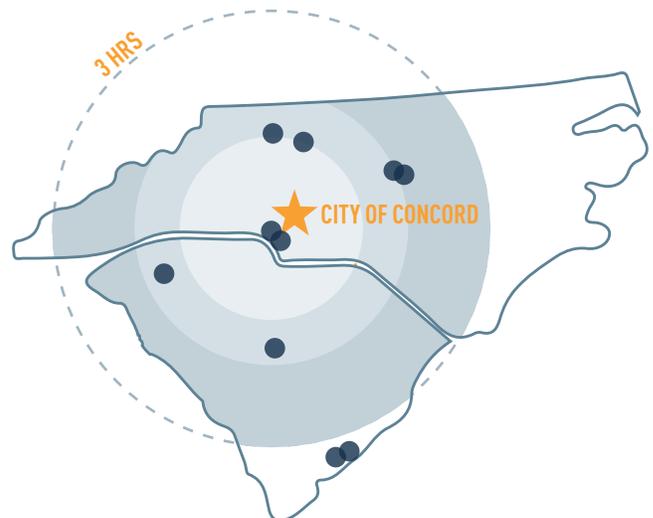
GARNEY + HAZEN DEPTH OF LOCAL RESOURCES:

490+ LOCAL RESOURCES AVAILABLE

3 HRS

190 GARNEY
300 HAZEN

● AREA OFFICES



OUR TEAM IS **READY** TO WORK WITH YOU



“As Principal-in-Charge, I personally promise the success of the City’s Water Main Extension project, and the availability and commitment of our staffing resources.”

Our project approach provides maximum flexibility and minimal project risk, our team provides local and proven expertise, and our passion for advancing water aligns with the City’s motto of High Performance Living.

The Garney + Hazen Design-Build Team has worked together for more than 17 years and we are excited to partner with the City of Concord on this important project.”

*– Jason A. Seubert,
Garney Companies, Inc.*

COMMITMENT OF STAFFING RESOURCES

We understand the critical nature of this project and know time and commitment are vital. The members of our project team have been selected based on technical experience, local presence, and availability. Below we have included the estimated availability of team members.

NAME & ROLE	PRECONSTRUCTION AVAILABILITY (%)	CONSTRUCTION AVAILABILITY (%)
Jason Seubert , Principal-in-Charge; Constructability Reviews	25%	25%
Keith Burke , Project Director	75%	50%
CJ Cahoy , Project Manager	75%	100%
Jim Struve, PE , Design Manager	75%	25%
Mike Hewitt , Preconstruction Manager; Estimate Development	100%	10%
Jason Ruark , Construction Manager	50%	100%
Pedro Vasquez , Site Superintendent	10%	100%
Brandon Moretz, PE, GC, Assoc. DBIA , Project Engineer	75%	50%
Jeff Greene , Design Lead	85%	25%
Steve Sands, PE, CFM , Permitting	40%	20%
Brandon Blevins, CHST , Safety Manager	25%	25%
Tom Tant, PE , Technical Advisor	25%	25%
Matthew Buswell, PE, PMP , Preparation of Contract Documents	90%	50%
Lance Strawn, PE , Preparation of Contract Documents	50%	25%
Ellie Mierzejewski, PE , Preparation of Contract Documents	100%	50%
Jarrold Karl , Permitting	75%	25%
Colby Whiteley, PE , Structural	50%	25%
Jeff Cruickshank, PE , Hydraulic Modeling	25%	10%
Crystal Broadboat, PE , Hydraulic Modeling	40%	20%

SECTION 4: PROJECT APPROACH AND SUCCESSFUL PROJECT DELIVERY

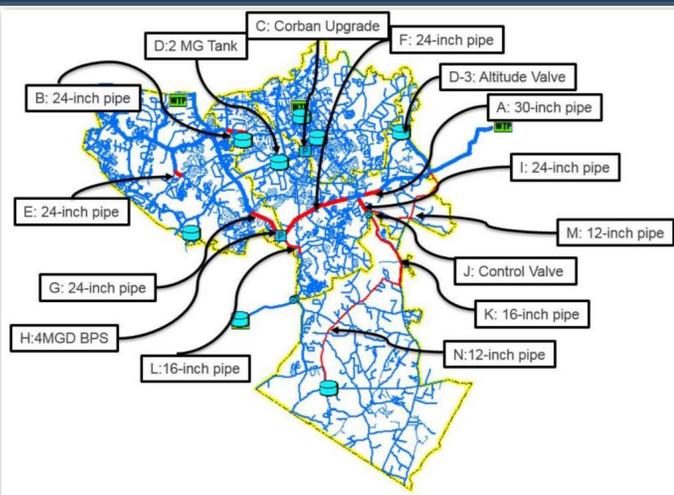
PROJECT UNDERSTANDING AND APPROACH

The Garney + Hazen team has a thorough understanding of this project and its importance as a key transmission line for the City and the community it serves. **In 2017, Hazen performed a Master Plan study of the City's water distribution system, detailing multiple upgrades and improvements to the City's water infrastructure, including the 24" transmission main proposed in this RFQ.** This transmission main will be a primary contributor to the expansion of the 890' pressure zone, serving as the backbone of the system to supply future demands, eliminate low pressures, and remedy deficient fire flows.

Our team knows what is required to successfully design, permit, and construct collaborative water line projects, having recently partnered on multiple successful linear design-build projects in the region. More specifically, our team is familiar with your design preferences and procedures, offering unmatched knowledge of the system and current hydraulic conditions.

We will leverage this knowledge of the system to make effective design and construction decisions, streamlining the process to efficiently and cost-effectively provide solutions that serve the City's best interest, while simultaneously meeting long-term goals.

INTIMATE KNOWLEDGE OF CITY'S HYDRAULIC SYSTEM



The Garney-Hazen team has intimate knowledge of the City's hydraulic system, with several of Hazen's CIP recommendations already successfully implemented with great benefit to the City.

During preliminary project development, Hazen's environmental specialists and designers will be deployed to identify wetlands, stream crossings, threatened and endangered species, and physical obstacles (ponds, buildings, overhead power) that may prevent or limit installation of the water line. Rock is expected to be prevalent along the entire alignment, which will pose challenges to installation, cost, and schedule.

Our geotechnical partner, **Froehling & Robertson**, will obtain soil borings and rock cores along the alignment and at all roadway, railroad, and stream crossings to determine depth of rock and estimate hardness. This information will be essential in developing an alignment and corresponding construction techniques appropriate to ensure successful, cost-effective installation of the water line.

Once the pipeline alignment is finalized, additional field survey services will be authorized to delineate subsurface utilities and environmental features. Additionally, we will work closely with our teaming partner **Gulf Coast** to begin any necessary appraisals and easement acquisition activities.

GARNEY + HAZEN: PROVIDING THE CITY BEST-VALUE ROUTE ALTERNATIVES

The Garney + Hazen team has visited the project site, walking the alignment to determine potential routing options and to identify project challenges. Key project areas were identified that will warrant further evaluation during detailed design to ensure successful construction and efficient operation and maintenance of the transmission main.

Details observed and potential considerations are provided on the following page.



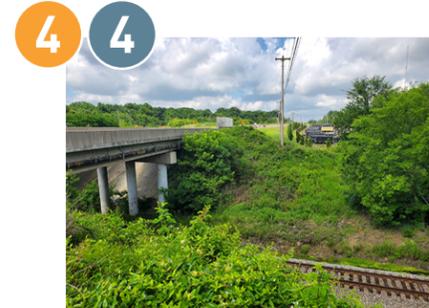
Our team has identified crossing a minimum of five NCDOT intersections, multiple potential secondary roads and driveways, a below-grade railroad owned by the North Carolina Railroad, an above-grade railroad owned by the Bootsmead Lease Co, Irish Buffalo Creek, and multiple other physical obstacles and utilities along the proposed water line alignment. Upon analysis of our field review, many factors along the existing 12" corridor on the north side of HWY 49 present design and construction challenges.

CONCEPTUAL ROUTE OPTIONS

— HWY 49 NORTH SIDE ROUTE — HWY 49 SOUTH SIDE ROUTE



2 BOOTSMEAD LEASE CO. RAILROAD CROSSING
Above-grade railroad crossing. Propose a bore & jack crossing of the railroad, with likely easement acquisitions from adjacent property owners to remain out of NCDOT ROW.



4 NORTH CAROLINA RAILROAD CROSSING
Below-grade railroad crossing. Existing 12" water line hangs from HWY 49 bridge. Propose an HDD crossing of the railroad, however design will consider all feasible alternatives given constraints with adjacent properties and anticipated rock.



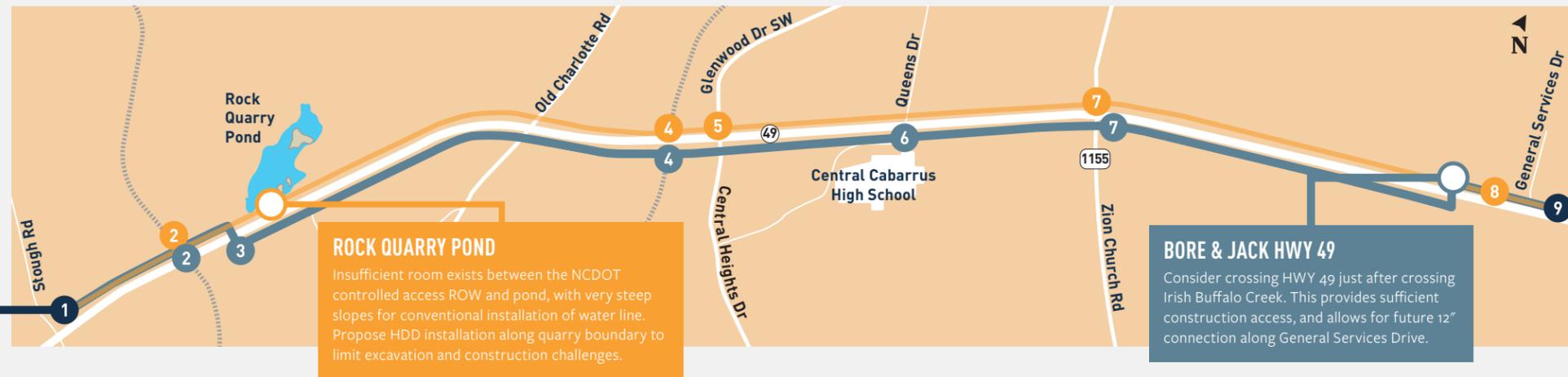
6 CENTRAL CABARRUS HIGH SCHOOL
Pipeline construction schedule will consider academic calendar to limit disruption to students and school activities.



8 IRISH BUFFALO CREEK
Deep crossing close to General Services Drive, including existing gravity sewer crossing. Propose to open-cut creek, but design will consider all feasible alternatives.

Our team has identified crossing a minimum of five NCDOT intersections, multiple potential secondary roads and driveways, a below-grade railroad owned by the North Carolina Railroad, an above-grade railroad owned by the Bootsmead Lease Co, Irish Buffalo Creek, and multiple other physical obstacles and utilities along the proposed water line alignment.

TIE-IN TO EXISTING 12" WATER MAIN



TIE-IN TO EXISTING 30-INCH STUB OUT IN FRONT OF SPEEDWAY AUTO AUCTION.



ROCK QUARRY POND
Insufficient room exists between the NCDOT controlled access ROW and pond, with very steep slopes for conventional installation of water line. Propose HDD installation along quarry boundary to limit excavation and construction challenges.

BORE & JACK HWY 49
Consider crossing HWY 49 just after crossing Irish Buffalo Creek. This provides sufficient construction access, and allows for future 12" connection along General Services Drive.

ROUTE	TOTAL NUMBER OF PARCELS IMPACTED	TOTAL NUMBER OF UNDEVELOPED PARCELS	SUBSURFACE UTILITIES	ROADWAY AND RAILROAD BORES	HDD CROSSINGS	DRIVEWAY CROSSINGS	PHYSICAL OBSTACLES AND FEATURES ALONG PROPOSED WATER MAIN CORRIDOR
HWY 49 NORTH SIDE	32	11	water, power, sewer	6	2	11	Rock Quarry Lake, Exxon gas station, Glen Laurel mobile home park, National Guard Armory, multiple churches and businesses
HWY 49 SOUTH SIDE	32	13	gas	6	1	7	Central Cabarrus High School, Westford United Methodist Church, Superior Crane and Taylor Truck Equipment



3 BORE & JACK OF HWY 49
Crossing of HWY 49 south of the rock quarry would eliminate the need for an HDD to cross the quarry.



5 GLENWOOD DRIVE
Bore & jack crossing of NCDOT ROW. Gas station located on NW corner of intersection, with multiple underground and overhead utilities present, complicating easement acquisition opportunities.



7 ZION CHURCH ROAD CROSSING
Bore & jack crossing of NCDOT ROW. Elevations of grade surrounding intersection are 10-15 feet higher than HWY 49, requiring careful consideration of installation requirements and excavation depths given existing overhead utilities.
Bore & Jack crossing of NCDOT ROW. Challenging grade elevation of residential property will require innovative approach.





As one example, the abandoned rock quarry pond just north of the Bootsmead Railroad Crossing poses a significant construction challenge with very steep slopes and little alternative for installation of the water line outside of the NCDOT controlled access ROW. As a result, **the Garney + Hazen team proposes to develop a 30% design of HWY 49 north and south side routing alternatives to formulate a cost comparison utilizing Garney’s vast construction cost database and estimating expertise. This study will consider the feasibility, cost and schedule of both routing options.**

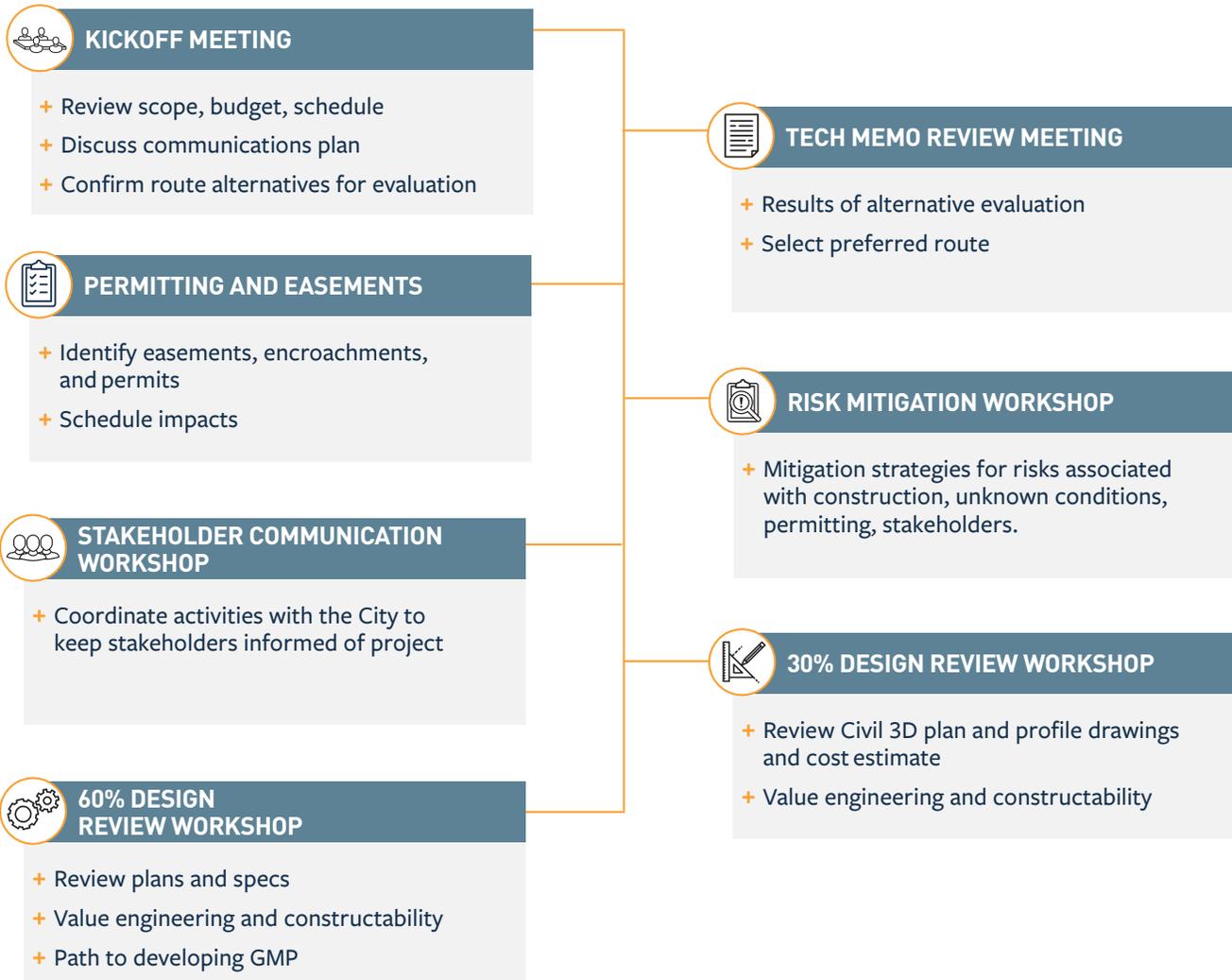
A route along the south side of HWY 49 would require multiple jack and bore crossings of the highway for tie-ins and future distribution branches; however design, construction, and easement requirements may be simplified with fewer overall encumbrances compared to the north side, providing a net benefit to the project. Because our team offers unmatched knowledge of the existing system, we will be able to implement and model these design considerations more effectively, resulting in expedited design delivery and pipeline installation.

ESTABLISHING COLLABORATIVE RELATIONSHIPS

The graphic below depicts the approach that the Garney + Hazen team has developed to ensure that all stakeholders collaborate to ensure design excellence is achieved while delivering the project on time and within budget. As discussed in the project approach, we are familiar with the design challenges and propose two alternatives for evaluation, on the north side and on the south side of HWY 49.

The team will identify risks and challenges associated with both options, and we will collaborate to select the option based on operability, cost, schedule and permitting and easement requirements. Our team has taken this approach on several projects in the Charlotte area, and we have found that it allows the team to make the most of using the progressive design-build delivery model: the City can work directly with Hazen on design issues while Garney provides cost and schedule analysis based on our experience as a self-performing contractor.

DESIGN WORKSHOP / MEETING TIMELINE



RISK MITIGATION

Hazen developed the water master plan that identified this water main addition as the backbone of the 890' pressure zone and a key component for success in expanding the system to meet growing demand. As we compare alternative routes, we will evaluate risk to ensure each viable option does not contain risks that cannot be mitigated to an acceptable level. After selection of a preferred alternative, we will establish a risk matrix that will be used from design through construction to mitigate risk and set project contingencies. At each step we will use the knowledge that comes along with our planning efforts to ensure the selected alternative meets the long-term needs of the distribution system

The following table is a preliminary partial list of risk items associated with installing the new main on either side of HWY 49. In the preconstruction phase, this will be expanded into a full risk matrix with a scoring system that incorporates likelihood and consequence of occurrence. Mitigation strategies will be sought until the overall risk score is brought to an acceptable level. Risk mitigation is a collaborative exercise that is most successful when the entire project team participates, and the Garney + Hazen team encourages this collaboration throughout the life of the project.

RISK REGISTER

RISK DESCRIPTION	MITIGATION DISCUSSION
Permits required from multiple railroad companies	+ Start process early to identify permit package requirements. Ensure permit packages are complete to eliminate timely resubmittals.
Potential for contaminated soil in vicinity of gas station	+ Preconstruction evaluation to identify current or potential future areas of contamination; weigh risk of contamination versus cost of petroleum resistant gaskets.
Abandoned quarry near ROW	+ Evaluate routing options on south side of HWY 49.
Rock outcroppings along route	+ Conduct sufficient geotechnical exploration to quantify rock excavation. Discuss strategies to develop a fair solution for all parties for dealing with differing conditions in the GMP.
Large variations in grade across road ROW profile	+ Examine route alternatives and perform cost analysis to determine if a trenchless installation is a fiscally viable option. + Evaluate creative alternatives for limiting depth of excavation required, particularly for bore & jack operations at intersections. Collaborate with NCDOT and property owners to determine acceptable options.
Public disruption	+ Evaluate routing of water line to limit impacts to residential property, businesses, and Central Cabarrus High School. Initiate early coordination with all potential affected property owners and stakeholders to discuss project intent, establish expectations, and determine desired outcomes.
Easement Acquisitions	+ The Garney + Hazen team proposed for this project has experience obtaining easements in the area on linear projects. Our experience will ensure that the process is streamlined, so that easements can be obtained as quickly as possible.
Existing Utility Conflicts	+ Locate existing utilities during preconstruction, including potholing of major obstructions to confirm location and depth.
COVID-19 related material delivery delays	+ Garney is the nation's largest water pipeline constructor and will receive priority for material shipment.
COVID-19 related preconstruction delays	+ The Garney + Hazen team has established collaboration methods on several ongoing Charlotte area DB projects. Additionally, both companies have robust plans to deal with COVID-19, focused on minimizing spread.
COVID-19 related pricing uncertainty	+ Garney has established relationships at all pipe manufacturing facilities across the United States, including Northwest Pipe, Ameron, Thompson Pipe, American Cast Iron Pipe, and American Spiral Weld, along with a multitude of PVC and HDPE pipe manufacturers. Our breadth of experience, knowledge, and relationships in these markets will provide the City with the best opportunity to manage pipe procurement on this project at the lowest cost possible.

ESTABLISHING THE GMP, SELECTING SUBCONTRACTORS, AND MEETING THE BUDGET

Garney is a self-performing contractor that works exclusively on water conveyance and treatment facilities. Therefore, we have an extensive history of cost data that we use to estimate the cost of these projects. Our cost estimating team will be involved from the start of preconstruction, providing input to the design team on alternatives as the design progresses to 30%.

At the 30% design phase, the estimating team begins quantity take off based on what is known, what is shown, and what is anticipated. Take off is followed by pricing, which will be based heavily on historical data of previously self-performed work on numerous similar past projects in the area. Market pricing is obtained for materials, equipment and subcontracting. All estimates will be provided in a thoroughly documented, open book manner, clearly showing all the details that comprise the cost, including quantities and associated labor resources, material and equipment costs, subcontractor pricing, contingencies, fees and escalations.

For the 60% design cost estimate, we will engage key suppliers and subcontractors for input specific to their resources, abilities, preferred methods of construction, and product performance. The team will solicit bids through a fair and open process to provide the best value. At the 60% design level, formal and binding bids are solicited from major equipment and material vendors as well as subcontractors. Trade specific contingencies are incorporated into estimates to account for unknown details and potential design changes, overall project contingencies and owner allowances.

SELF-PERFORMANCE AND SELECTING SUBCONTRACTORS

Garney anticipates self-performing 80% of the work on the City’s Water Main Extension project. **Maintaining this level of self-performance allows Garney to have better control of safety, schedule, cost, and quality.** This will result in a high-quality project for the City, delivering on time at a competitive cost. As a self-performing contractor, Garney also has the ability to maintain schedule should a subcontractor fall behind. Garney will self-perform critical-path and high-risk work, while engaging local specialty subcontractors in meaningful roles. Our approach will result in high quality, best value, and local participation.

WORK SELF-PERFORMED VS SUBCONTRACTED

Work Description	Self-Performed	Subcontracted
All Pipe Installation Activities	★	
Traffic Control	★	
Testing	★	
Site Restoration	★	
Clearing		★
Trucking		★
Blasting		★
Erosion Control		★
Paving		★
Trenchless Installation		★

ORGANIZED COST COMPARISONS TO SELECT BEST ROUTE ALTERNATIVE



For the route evaluation, the Garney + Hazen team will prepare comparative costs for alternatives to meet design challenges. We also have extensive experience with specialty subcontractors throughout the Charlotte area, who will provide cost opinions for trenchless work.

LICENSED PROFESSIONALS

As requested by the City’s RFP, below is a list of the licensed contractors, subcontractors, and design professionals proposed for the City’s project.

PROFESSIONAL LICENSE NUMBERS

FIRM	ROLE	LICENSE #
Garney Companies, Inc.	Design-Builder	NC Licensed General Contractor (# 25801)
Hazen and Sawyer	Lead Design Engineer	NC Licensed Professional Engineer (# C-0381)
Avioimage	Aerial Mapping	NC Land Surveying (#F-0810)
CES Group Engineers	Ground Survey	NC Engineering and Land Surveying (#F-1240)
Froehling & Robertson	Geotechnical/ Materials Testing	NC Engineering (#F-0266)
Gulf Coast	Real Estate Acquisition	NC Real Estate Broker (#170790)
SEPI	NCDOT Coordination and Traffic Control	NC Engineering and Land Surveying (#C-2197)
Sweetwater Utility Exploration	Subsurface Utility Locates	N/A

SAFETY APPROACH

The Garney + Hazen approach is built around meeting the City’s objectives outlined in the RFQ and our collaborative design experience. The most important part of our approach to progressive design-build projects is how we handle safety. Our safety culture is evident in our 2019 safety statistics, which are based on performing 3,332,814 man-hours of work and are all better than industry averages.

Our team is already thinking about a comprehensive safety plan that will ensure this project meets or exceeds our high goals for safety performance. We hold our subcontractors to these high standards too, and any prequalified subcontractors will be evaluated on their safety record. Key components of this plan will include the following:

PRECONSTRUCTION

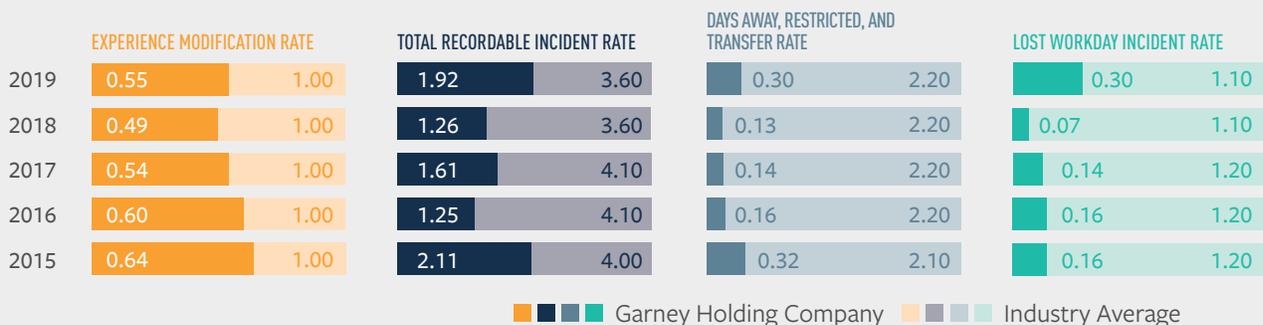
- + Study traffic patterns and develop line location, traffic control recommendations, and phasing plans to minimize the risk of traffic related safety issues
- + Identify and mitigate safety concerns during constructability workshops

CONSTRUCTION

- + Job site safety requirements and orientation for anyone accessing the site
- + Pre-job safety conference with all project supervisors
- + Subcontractor pre-job safety conferences
- + Daily job hazard analysis reviews by each crew prior to beginning work or changing tasks
- + Weekly job site safety meetings and inspections
- + Monthly job site safety audits
- + Unannounced regional safety inspections

SAFETY RANKINGS

SAFETY IS ALWAYS GARNEY’S #1 PRIORITY. OUR NUMBERS REFLECT THAT.



SECTION 5: CERTIFICATIONS AND ADDITIONAL INFORMATION

INSURANCE

The Garney + Hazen team certifies our ability to obtain insurance coverage which meets the requirements as outlined in the Request for Qualifications.

BONDING

Garney's history of outstanding performance has resulted in exceptionally high bonding capacity. The safety and security of your project will be backed by a dual surety arrangement with The Continental Insurance Company, a CNA Surety Company and Liberty Mutual Group. These firms' financial strength is evident in top rankings from insurance and credit rating agencies. Garney has an individual project limit of \$700 million within a \$2 billion aggregate program. **Please reference the attached letter certifying Garney's ability to provide performance and payment bonds from our bond agent.**

LITIGATION

Garney's litigation for the past five years is included in the table to the right.

OSHA VIOLATIONS

Within the past five years, Garney has only yielded one citation. This violation was corrected to the satisfaction of OSHA.

Report ID: 0352460 | Hyattsville, MD | 9/14/2018

1 – Other than Serious | 19260652 C02 II Penalty = \$0.00
 Issued stating that the competent person did not get written approval to deviate from the manufacturer's tabulated data when used as a guide in determining the use of the hydraulic shoring required per MOSH's interpretation of the shoring system in place at the time of the inspection.

LITIGATION

Case Name, Number, Year	Final Disposition
The City of Olathe, Kansas v Carollo/Garney LLC, District Court of Johnson County, Kansas, Case No: 20CV00100 (2020): The City of Olathe filed suit against Carollo/Garney Joint Venture as well as Garney Companies, Inc in its individual capacity as the contractor and Carollo in its individual capacity as the design engineer related to design related issues which City alleges required the replacement of a tank. All parties agree that the issue is solely related to design related services provided by Carollo which has agreed to defend and indemnify Garney from any liability. Accordingly, the City has agreed to dismiss Garney in its individual capacity from the lawsuit. Carollo's professional liability insurer is covering the claim and providing a defense.	Pending
Richard Gaudin v Garney Construction, Circuit County of Clay County, Missouri, Case No 17CY02432 (2017): Gaudin employment discreditation case which is pending in Clay County, Missouri.	Defense Verdict
South Side Quarry, LLC v River North Contracting et al, Jefferson Circuit Court, Kentucky, Case # 19-CI-002578 (2019): South Side Quarry case pending in Kentucky brought by landowner alleging Garney and several other parties improperly placed fill on landowner property despite a contract allowing for sill to be dumped at subject location. Case being vigorously defended.	Pending
Case Name, Number, and Date not available: Case brought by landowner which granted Garney rights to use land for storage and suing alleging Garney responsible for break-in where property stolen. Case was dismissed on summary judgment, but landowner is appealing.	Dismissal
Snyder Environmental Services v Garney Companies, Inc, Circuit Court for the County of Prince George, Maryland, Case No: 17-31756C (2017): Snyder Environmental Services brought suit against Garney's sureties to recover withheld moneys when Garney supplemented Snyder's workforce to mitigate certain delays attributable to Snyder. The case was settled on favorable terms before an answer was filed.	Settlement
Suzette Barnaby e al v Yancy Bros et al, State Court of Fulton County Georgia, Case No. 20EV002053 (2020): Vehicle accident – plaintiff suing for unspecified amount of damages– case is being vigorously defended based on the negligence of plaintiff.	Pending

CNA SURETY

June 22, 2020

City of Concord
635 Alfred Brown Jr. Court SW
P.O. Box 308
Concord, NC 28026

Re: Garney Companies, Inc.
RFQ Design-Build Services for a 24-Inch Water Main Extension

To Whom It May Concern:

In connection with the requirements of your Request for Qualifications (RFQ) related to the captioned project, you have requested information concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$160,006,000 and \$1,289,139,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$2,000,000,000 aggregate cost to complete program. At present, approximately \$1,000,000,000 of this facility remains available for use. Garney Companies, Inc., enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc., remains an account in good standing.

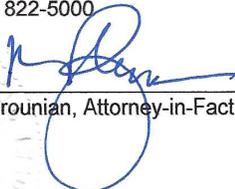
Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

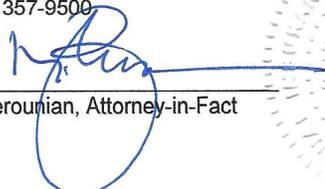
Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher & Co., located at 1255 Battery Street, Suite 450, San Francisco, CA 94111 - Telephone (415) 288-1620

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60608
(312) 822-5000

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: 
K. Zerounian, Attorney-in-Fact

By: 
K. Zerounian, Attorney-in-Fact

City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City
Limits (Please type or print in black ink)

1. Name of development:

Eastwood Acres

2. Name and address of owner(s)/developer(s):

Timothy Hogan
Matthew Hogan
1029 Chadourne Ave, Concord NC 28027

3. Owner(s)/developer(s) telephone: Fax:

Timothy Hogan = 704-839-4592
Matthew Hogan = 704 - 762-0897

4. Name and address of surveyor/engineer:

King Engineering
35 Church St S Suite 107, Concord, NC 28025

5. Surveyor/engineer's telephone: Fax:

(828) 403-5586

6. Name, telephone and fax number, and address of agent (if any):

7. Name and address of person to whom comments should be sent:

Timothy Hogan
Matthew Hogan
1029 Chadourne Ave, Concord NC 28027

8. Telephone number of person to whom comments should be sent: Fax:

Timothy Hogan = 704-839-4592
Matthew Hogan = 704 - 762-0897

9. Location of property:

3385 Westview Road / 3350 Hwy 73 East Parcel 1 and 2
Concord NC 28025
The addresses will be know as

Tim Hogan = 3345 Westview Road
Matt Hogan= 3385 Westview Road

10. Cabarrus County P.I.N.#:

56406974620000

11. Current zoning classification:

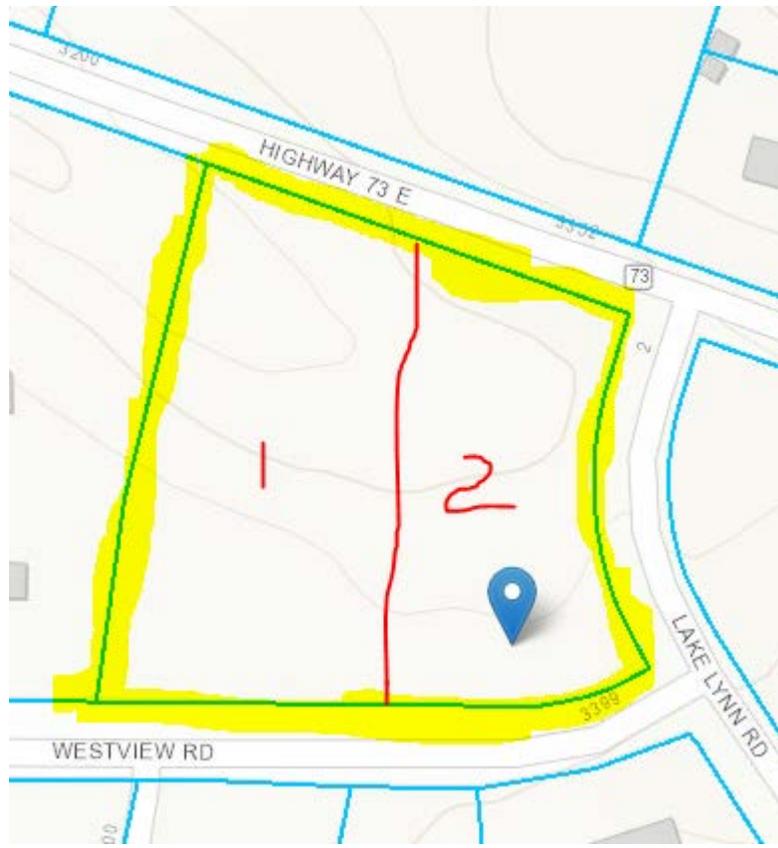
AO

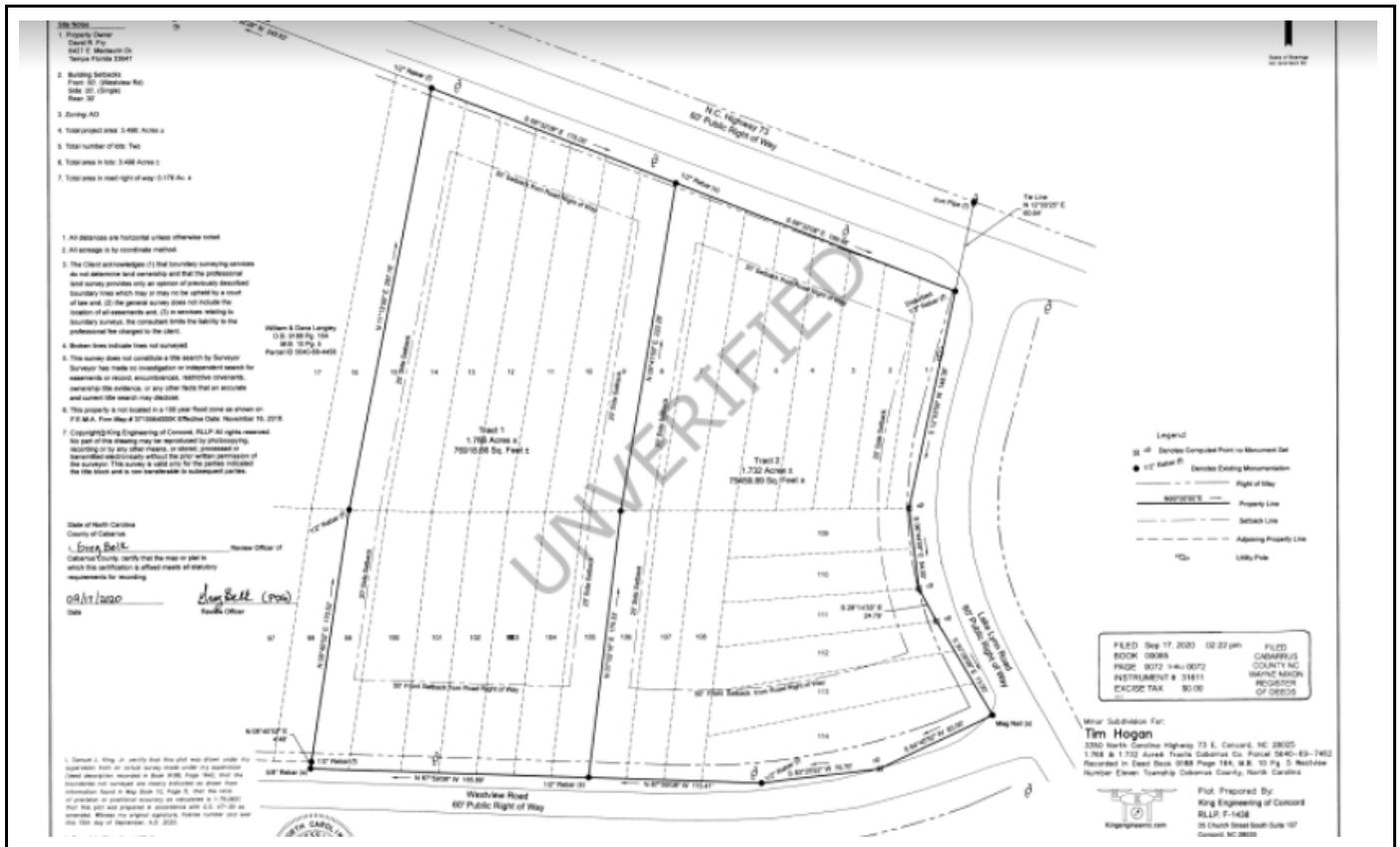
12. Total acres: Total lots proposed:

3.49 acres - two lots proposed

13. Brief Description of development:

This property runs along the intersections of Hwy 73 East, Lake Lynn Dr, and Westview Road. It is a corner lot. The entire area is residential. We will be constructing two new single family homes on the property. The homes will be accessible from the Westview Road entry point as seen in the image below. Home #1 will be 3345 Westview. Home #2 will be 3385 Westview. The home directly across the street at 3354 Westview Road was built in 2019 and currently has city water in service.





14. Proposed Construction Schedule

We close on our Construction loan on Sept 29, 2020. We will immediately began clearing land in hopes to have the home delivered (Modular) and in place by January 2020

15. Type of Service requested

We are asking that a water line and taps be put in place for two single homes along Westview Road. Lots 1 and 2 shown on the maps are the areas where we will require service.

Date Signature of Owner/Agent

Timothy M Hogan

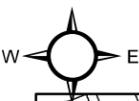
Matthew J Hogan

Name (printed)

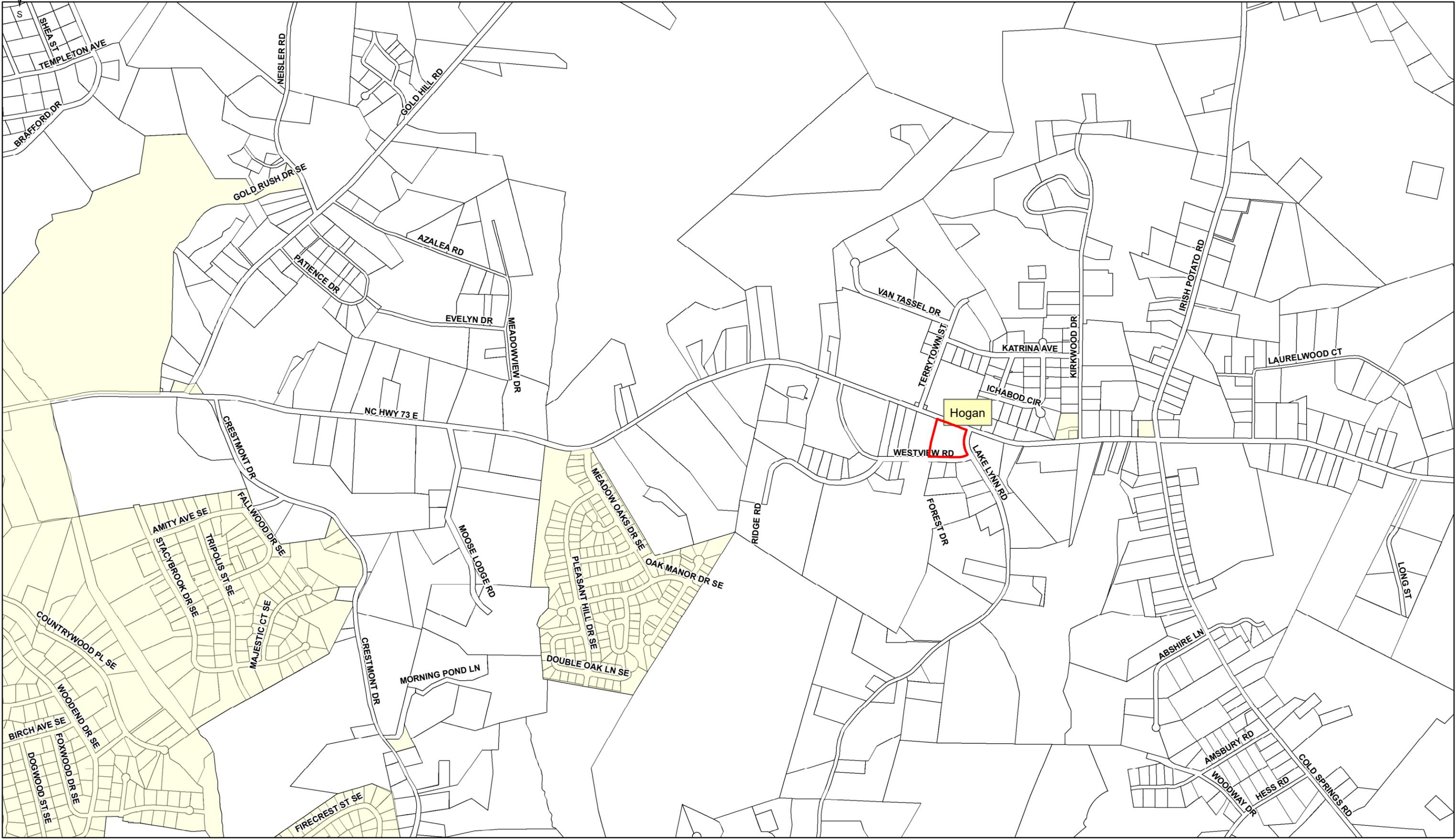
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____



Preliminary Application



Preliminary Application – Extension of Concord Utilities outside Concord City Limits

(Please type or print in black ink)

1. Name of development: N/A
2. Name and address of owner(s)/developer(s): Michael David Barrett
175 Mary Circle Concord NC 28025
3. Owner(s)/developer(s) telephone: 704-999-5708 Fax: N/A
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: N/A
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: N/A
8. Telephone number of person to whom comments should be sent: N/A
Fax: N/A
9. Location of property: 175 Mary Circle Concord NC
10. Cabarrus County P.I.N.#: N/A
11. Current zoning classification: N/A
12. Total acres: .61 Total lots proposed: 1
13. Brief Description of development: N/A
14. Proposed Construction Schedule N/A
15. Type of Service requested County Water Hook up

8-31-20

Date

Michael D Barrett

Signature of Owner/Agent

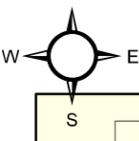
Michael D. Barrett

Name (printed)

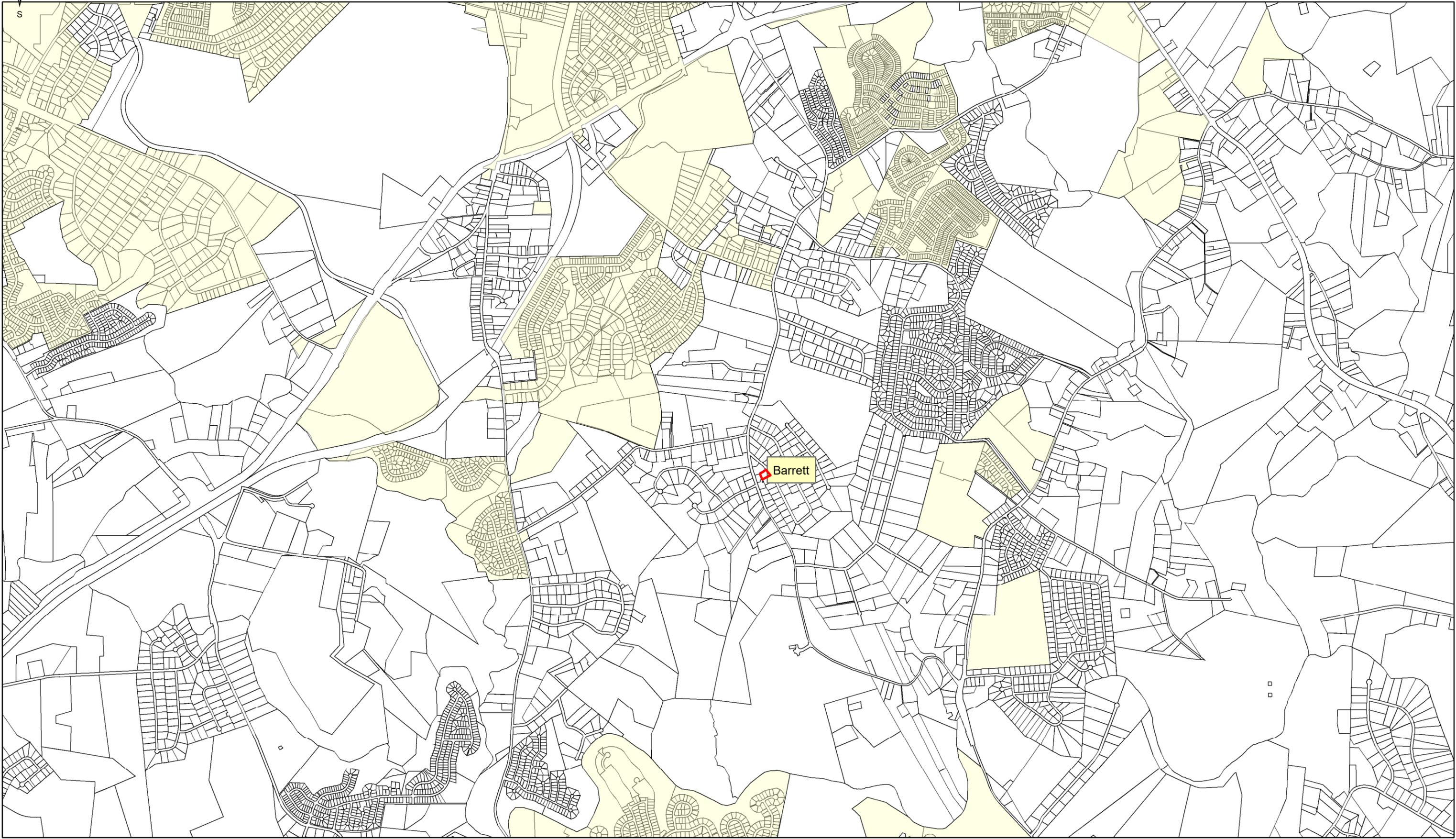
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:

Received by: _____ Date: _____



Preliminary Application



RESOLUTION AUTHORIZING THE DONATION OF CITY OF CONCORD SURPLUS
PERSONAL PROPERTY TO THE CABARRUS COUNTY BOARD OF EDUCATION

WHEREAS, the City of Concord owns certain personal property described as one 1993 Pierce Fire Engine FD-108 (the "Property"); and

WHEREAS the Property is located at Fire Station Number Five (5); and

WHEREAS, the City has no use for the Property; and

WHEREAS, the Cabarrus County Board of Education is in need of the Property;
and

WHEREAS, the Cabarrus County Board of Education, Rob Walter, has requested that the City donate the Property to the Cabarrus County Board of Education;
and

WHEREAS, North Carolina General Statute § 160A-280 allows cities to donate to another governmental unit, sister city or nonprofit organization any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused.

NOW THEREFORE, BE IT RESOLVED, that the City of Concord City Council does hereby declare that:

1. The Property herein described is surplus to the needs of the City;
2. The Property shall be donated to the Cabarrus County Board of Education in accordance with N.C.G.S. § 160A-280; and
3. The City Manager, City Clerk, and City Attorney are authorized to execute necessary documents to achieve this donation.

Adopted this 8th day of October 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST BY:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 23rd day of September, 2020, by Streetscape TW, LLC, a North Carolina limited liability company, whose principal address is 10815 Sikes Place, Suite 300, Charlotte, NC 28277 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 10217 Harris Rd, Huntersville NC, Cabarrus County Property Identification Number (PIN): 4671-90-1741. It being the land conveyed to Grantor by deed recorded in Book and Page 13527/238 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”

or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM Maintenance Easement to Serve Tucker’s Walk Subdivision” and labeled “SCM Maintenance Easement 92125.27 sf 2.115 AC”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” and labeled “Harris Road 60’ Public R/W”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Wet Detention Basin Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith,

to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free

from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

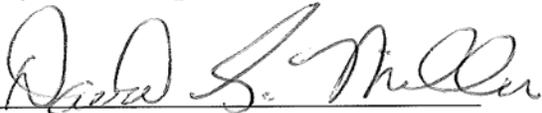
THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Streetscape TW, LLC, a North Carolina
limited liability company
By: Raley Miller Properties, Inc., its Manager

By: 
Name: David S. Miller
Title: CEO

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

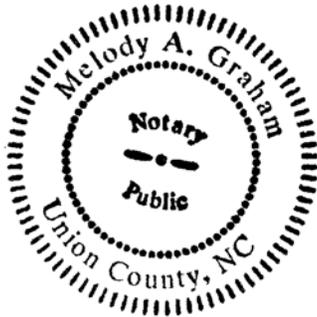
APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Melody A. Graham, a Notary Public of ^{Un. in} ~~the aforesaid~~ ^{NC} County, ~~and State~~, do hereby certify that David S. Miller personally appeared before me this day and acknowledged that he/she is the CEO of Raley Miller Properties, Inc., Manager of Streetscape TW, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 23 day of September 2020



[Signature]
Notary Public
My commission expires: June 30, 2025

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2020.

Notary Public _____
My commission expires: _____

EXHIBIT B



Wet Detention Basin Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

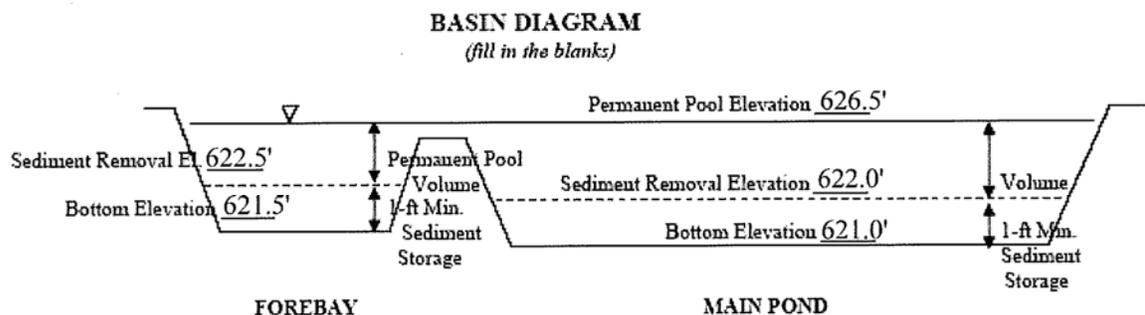
SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations.(Indicate which is being indicated in this document.)

When the permanent pool depth reads 4.5' feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 4.0' feet in the forebay, the sediment shall be removed.



Consent of Lienholder

Trez Capital (2015) Corporation, a British Columbia corporation (“Lienholder”), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by Streetscape TW, LLC, LLC, a North Carolina limited liability company, filed in Deed Book _____ at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust, Security Agreement and Fixture Filing, and any amendments thereto recorded in Deed Book 13527, Page 302 of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 23 day of September, 2020.

TREZ CAPITAL (2015) CORPORATION,
a British Columbia corporation

By: Trez Capital Funding II, LLC,
a Delaware limited liability company,
its Administrative Agent

By: [Signature] [SEAL]
Name: John D. Hutchinson
Title: President

STATE OF TEXAS
COUNTY OF DALLAS

I certify that the following person personally appeared before me this day acknowledging to me that he signed the foregoing document: John D. Hutchinson, President of Trez Capital Funding II, LLC, a Delaware limited liability company, which is the Administrative Agent for Trez Capital (2015) Corporation, a British Columbia corporation.

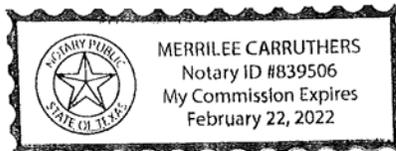
Date: September 23, 2020

[Signature] Notary Public

Print Name: Merrilee Carruthers

My Commission Expires: _____

[NOTARIAL SEAL]



NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by Fortius-Richardson, a North Carolina limited liability company, whose principal address is 363 Church Street North, Suite 240, Concord, NC 28025 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 703 Pitts School Road NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 4690-44-0279. It being the land conveyed to Grantor by deed recorded in Book and Page 13135/206 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”

or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “SCM Access & Maintenance Easement to Serve Meadow Corporate Park” and labeled “SCM Maintenance Easement 55326.60 sf 1.270 AC”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” and labeled “SCM Access Easement 38371.61 sf 0.881 AC”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Wet Detention Basin Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith,

to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement. Notwithstanding the foregoing or anything herein to the contrary, except in emergencies, prior to performing any work in the SCM Easement, Grantee shall provide Grantor written notice of any alleged default(s) of Grantee's obligations under this Agreement and the work Grantee intends to perform. Upon receipt of said notice, Grantor shall, at its sole cost and expense, have fifteen days (15) within which to perform such work as necessary to cure said defaults and restore SCM to compliance with the terms of this Agreement. Notwithstanding the foregoing, except in emergencies, Grantee shall provide reasonable advanced written notice to Grantor of any work which may be performed. Further, any work which may be performed which involves Grantee's use of construction equipment, heavy machinery, or any other truck with more than two axles, Grantee shall take reasonable precautions to avoid any damage to the Property. Grantee shall limit its repair/maintenance work on the SCMs to circumstances where such work is necessary due to Grantor's failure to comply with the requirements of this Agreement and exhibits hereto or applicable code or as necessary to abate a public nuisance, provided that Grantee shall have no affirmative obligation to perform repair or maintenance work.

6. Neither Grantor nor Grantee shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **"Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____."** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

"Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Fortius-Richardson, LLC, a North Carolina limited liability company

By: JH Morrison III
Name: JH Morrison III
Title: Fortius Capital Partners, LLC, its manager

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF North Carolina
COUNTY OF Cabarrus

I, Brenda Whitmore, a Notary Public of the aforesaid County and State, do hereby certify that J. Morrison III personally appeared before me this day and acknowledged that he/she is the Member of Fortius-Richardson, LLC, a North Carolina limited liability company, and that he/she as Member being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 24 day of September, 2020

Brenda Whitmore

Notary Public

My commission expires: 5/13/2024



STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2020.

Notary Public

My commission expires: _____

TENANT / PERMITTEE CONSENT AND SUBORDINATION

The undersigned, being "Tenant" or "Permittee" under that certain Memorandum of Lease recorded in Deed Book 14006, Page 65 of the Cabarrus County, North Carolina, Register of Deeds Office, does hereby consent to and does hereby agree that all of Tenant's right, title and interest in and to the property subject to the SCM Easement are subject and subordinate to the foregoing instrument, without, however, assuming any of the obligations of Grantor thereunder, including, without limitation, any obligations of payment or performance in the construction of the SCM . Notwithstanding anything to the contrary, nothing shall limit Tenant's obligations under the above referenced Memorandum of Lease.

IN WITNESS WHEREOF, Tenant has executed this Tenant / Permittee Consent and Subordination effective as of the date written below.

TENANT

MC MACHINERY SYSTEMS, INC.,
a Delaware corporation

By: [Signature]
Name: Lou Clifford
Title: Sr. Vice President
Date: 9/24/20

STATE OF Illinois
COUNTY OF DuPage

I, A. Joshi, a Notary Public of Illinois, DuPage County and State of Illinois certify that Lou Clifford personally came before me this day and acknowledged that he/she is the Sr. Vice President of MC MACHINERY SYSTEMS, INC., a Delaware corporation, personally appeared before me this day and acknowledged to me that he/she voluntarily signed the foregoing document for the purposes stated therein.

Witness my hand and official seal this the 24 day of September 2020.

[Signature]
Notary Public
My Commission Expires: 03/22/23



Consent of Lienholder

Pinnacle Bank, a Tennessee banking corporation ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by Fortius-Richardson, LLC, a North Carolina limited liability company, filed in Deed Book _____ at Page _____, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust and Security Agreement (With Future Advance Clause), and any amendments thereto recorded in Deed Book 13215, Page 48, Assignment of Leases and Rents recorded in Deed Book 13215, Page 96 and the UCC Financing Statement recorded in Deed Book 13488, Page 152 and UCC Financing Statement recorded in Deed Book 13215, Page 112, all of the Cabarrus County Register of Deeds Office or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

SIGNED AND EXECUTED this 24th day of September, 2020.

Pinnacle Bank, a Tennessee banking corporation

By: [Signature]
Name: Jeffrey H. Joyce Sr.
Title: Senior Vice President

STATE OF North Carolina
COUNTY OF Cabarrus

I, Pamela S. Rion, a Notary Public in and for Cabarrus County and State of NC, do hereby certify that Jeffrey H. Joyce Sr., as SVP of Pinnacle Bank, a Tennessee banking corporation personally appeared before me this day and acknowledged to me voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the 24 day of September, 2020.

PAMELA S. RION
NOTARY PUBLIC
Cabarrus County
North Carolina
My Commission Expires _____

[Signature]
Notary Public

2/18/2024

My Commission Expires:



MEMORADUM

DATE: Thursday, September 24, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Mills Phase 2C PH 2C MP 3
 PROJECT NUMBER: 2018-044
 DEVELOPER: NVR, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: 99-142 and 166-200
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, October 08, 2020
 ONE-YEAR WARRANTY DATE: Friday, October 08, 2021

Water Infrastructure	Quantity
8-inch in LF	2828.00
8-inch Valves	5
Hydrants	5



MEMORADUM

DATE: Monday, September 21, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 Duvier Subdivision PH Sewer Extension MP Office
 PROJECT NAME: Dr. SW
 PROJECT NUMBER: 2017-034
 DEVELOPER: CK Builders, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: 1-4
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, October 08, 2020
 ONE-YEAR WARRANTY DATE: Friday, October 08, 2021

Water Infrastructure	Quantity
----------------------	----------

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	209.38
Manholes as EA	2



MEMORADUM

DATE: Sunday, September 13, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Courtyards at Poplar Tent PH 1 MP 1- 2
 PROJECT NUMBER: 2019-005
 DEVELOPER: Epcon Poplar Tent, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-19, 21-26, 30-44
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, October 08, 2020
 ONE-YEAR WARRANTY DATE: Friday, October 08, 2021

Water Infrastructure	Quantity
8-inch in LF	1928.90
8-inch Valves	6
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2737.00
Manholes as EA	14



MEMORADUM

DATE: Friday, September 11, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: The Mills at Rocky River
 PROJECT NUMBER: Multiple Numbers from 2005-2014
 DEVELOPER: NVR, aba Ryan Homes
 COUNCIL ACCEPTANCE DATE: Thursday, October 8, 2020
 ONE-YEAR WARRANTY DATE: Thursday, October 7, 2021

Street	Length in LF	ROW in FT	Plat
PHASE 1			
Holden Ave SW	4055.00	50-100	PH 1 MP 1
Drake Mill LN SW	490.00	80.00	PH 1 MP 5
PHASE 2			

Holden Ave SW	813.00	60.00	PH 2 MP 4
Holden Ave SW	567.00	60.00	PH 2 MP 5
Holden Ave SW	556.00	60.00	PH 2 MP 7
Millstone Circle SW	1523.00	50.00	PH2B MP 2
PHASE 3			
Mills Ruins Ave SW	1010.00	60.00	PH 3 MP 1
Drake Mill Lane SW	934.00	60.00	PH 3 MP 2
Stone Pile Lane SW	550.00	60.00	PH 3 MP 2
Galloway Lane SW	870.00	60.00	PH 3 MP 2
Mills Ruins Ave SW	60.00	60.00	PH 3 MP 2
Stone Pile Dr. SW	799.00	60.00	PH 3 MP 3
Crouse St. SW	185.00	50.00	PH 3 MP 3
PHASE 4A			
Raylee Ave SW	637.00	50.00	PH 4A MP 1
Scarborough Cir	580.00	50.00	PH 4A MP 1
Baliff Ct. SW	477.00	50.00	PH 4A MP 1
Vanburen Ave SW	855.00	50.00	PH 4A MP 2
Raylee Ave	283.00	50.00	PH 4A MP 2
Scarborough Cir	1322.00	50.00	PH 4A MP 2
PHASE 4B			

Van Buren Ave SW	824.00	50.00	PH 4B MP 1
Scarbrough Circle SW	681.00	50.00	PH 4B MP 1
Scarbrough Circle SW	979.00	50.00	PH 4B MP 2
PHASE 5B			
Steppes Dr. SW	169.00	50.00	PH 5B MP 1
Newsome Ct. SW	208.00	50.00	PH 5B MP 1
Mill Creek LN SW	1017.00	50.00	PH 5B MP 1
Mill Creek LN SW	782.00	50.00	PH 5B MP 2
Cattail Ct. SW	219.00	50.00	PH 5B MP 2
PHASE 6			
Drake Mill Lane SW	810.00	50.00	PH 6 MP 1
Green Mill Ave SW	891.00	50.00	PH 6 MP 1
Mabry Lane SW	170.00	50.00	PH 6 MP 1
PHASE 6B			
Stone Pile Dr SW	389.00	50.00	6B MP 1
Boulaide St. SW	163.00	50.00	6B MP 1
Stone Pile Dr SW	1140.00	50.00	6B MP 2
Pikes Ln SW	239.00	50.00	6B MP 2
PHASE 6C			

Boulaide Street SW	1440.00	50.00	PH 6C
PHASE 6D			
Drake Mill LN SW	706.00	50.00	PH 6D
Bosson Street SW	506.00	50.00	PH 6D
Total	27899.00		

Street Description - start to end

Holden Ave SW from the intersection of Rocky River through to Intersection of Millstone Cr. SW	4055.00
Holden Ave SW from intersection of Millstone Circle SW to intersection of Drake Mill Lane SW	1936.00
Drake Mill Lane SW from Traffic Circle at Holden Ave SW to intersection of Bosson Street SW	2940.00
Millstone Circle SW from Holden Ave SW through the circle	1523.00
Bosson St. SW from Cul-de-Sac to cul-de-sac	506.00
Green Mill Ave SW from intersection of Drake Mill Lane SW through cul-de-sac	891.00

Mabry Lane SW from intersection of Green Mill Ave SW to the end	170.00
Stone Pile Dr SW from Galloway LN SW to the end	2328.00
Crouse Ct. SW from the intersection of Galloway LN SW through cul-de-sac	185.00
Pikes LN SW from intersection of Stone Pile Dr. SW through the cul-de-sac	239.00
Boulaide St. SW from intersection of Stone Pile Dr. SW through to the loop back to Stone Pile Dr. SW	1603.00
Galloway Lane SW from the intersection of Drake Mill Lane SW through the cul-de-sac	870.00
Mills Ruins Ave SW from intersection of Galloway Lane SW to intersection of Stone Pile Dr. SW	1070.00
Steppes Dr. SW from intersection of Drake Mill Lane SW to intersection of Mill Creek Lane SW	169.00
Mill Creek Lane SW from the intersection of Cattail Ct. SW through the cul-de-sac	1799.00
Newsome Ct. SW from the intersection of Mill Creek Lane SW through the cul-de-sac	208.00
Raylee Ave Sw from the intersection of Holden Ave SW to the intersection of Bailiff Ct. SW	920.00
Baliff Ct. SW from the intersection of Scarbrough Cir SW through the cul-de-sac	477.00

Scarborough Cir SW from the intesection of Drake Mill Lane SW to the intersection of Van Buren Ave SW	3562.00
Van Buren Ave SW from intersection of Scarborough Cir SW to intersection of Scarborough Cir. SW	1679.00
Mill Creek LN SW from the intersection of Dover Mill DR SW through the intersection of Cattail CT SW	782.00
Total Distance Estimated	27912.00

Streets included in this memo are highlighted in the photo





MEMORADUM

DATE: Monday, August 10, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Concord Parkway and Kannapolis Highway Retail
 PROJECT NUMBER: 2019-024
 DEVELOPER: Sunset Southstar, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water only
 COUNCIL ACCEPTANCE DATE: Thursday, September 10, 2020
 ONE-YEAR WARRANTY DATE: Friday, September 10, 2021

Water Infrastructure	Quantity
6-inch in LF	5.00
6-inch Valves	1
8-inch in LF	19.00
8-inch Valves	1
12-inch in LF	475.00
12-inch Valves	1
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------



MEMORADUM

DATE: Thursday, September 10, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Blue Anchor
 PROJECT NUMBER: 2019-030
 DEVELOPER: Blue Anchor, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water only
 COUNCIL ACCEPTANCE DATE: Thursday, October 08, 2020
 ONE-YEAR WARRANTY DATE: Friday, October 08, 2021

Water Infrastructure	Quantity
8-inch in LF	10.00
8-inch Valves	1
Hydrants	1

1654 COR # 1 – Add second logo and six (6) logo lights to tank and sealer on pedestal

Job Name:	City of Concord Hwy 29 Elev. Tank
Landmark Project No.	1654
Prime Contract Change Order (PCCO) No.	001
Contract Change Order Title:	Add one (1) new logo and six (6) logo lights on tank and sealer on pedestal
Contract Change Order: Description of Scope of Work:	Furnish and install one (1) new additional tank logo and six (6) new logo lights and stanchions on the tank and sealer on the pedestal.

Terms:

1. Work will take place as scheduled with other coating work per the approved project construction schedule. Any delays due to weather or other will require additional time.
2. Additional time starts on the day of written approval by City or by City approved Engineer.
3. Additional Logo will be approved Logo submittal attached.
4. Light stanchion is per the plans and specs and Landmark Drawings attached.



Submittal Review Comments

Client:	City of Concord, NC	
Project:	Highway 29 Elevated Storage Tank	Project No: 10077875
Submittal No.:	24A	Description: Logo Rendering
Section(s) Ref:	09 91 00 (PAINTING AND PROTECTIVE COATINGS)	
Reviewed By:	Kevin Plemmons	Date: April 28, 2020

A. NO EXCEPTIONS TAKEN	<input checked="" type="checkbox"/>
B. MAKE CORRECTIONS NOTED	<input type="checkbox"/>
C. REVISE AND SUBMIT	<input type="checkbox"/>
D. REJECTED	<input type="checkbox"/>
E. FOR RECORD ONLY	<input type="checkbox"/>
<p>This review is for general conformance with design concept only. Any deviation from plans or specifications not clearly noted by the Contractor has not been reviewed. Contractor is responsible for dimensions and quantities, means and methods of construction, and coordination with other trades. This shall not relieve the Contractor of the contractual responsibility for any error or deviation from the Contract Document requirements.</p>	
HDR Engineering, INC.	
By Kevin Plemmons	Date 04/28/2020
Submittal Number 24A – Logo Rendering	
Project Highway 29 Elevated Storage Tank	

LOGO ORIENTATION VERIFICATION & LOGO PLACEMENT DESIGNEE

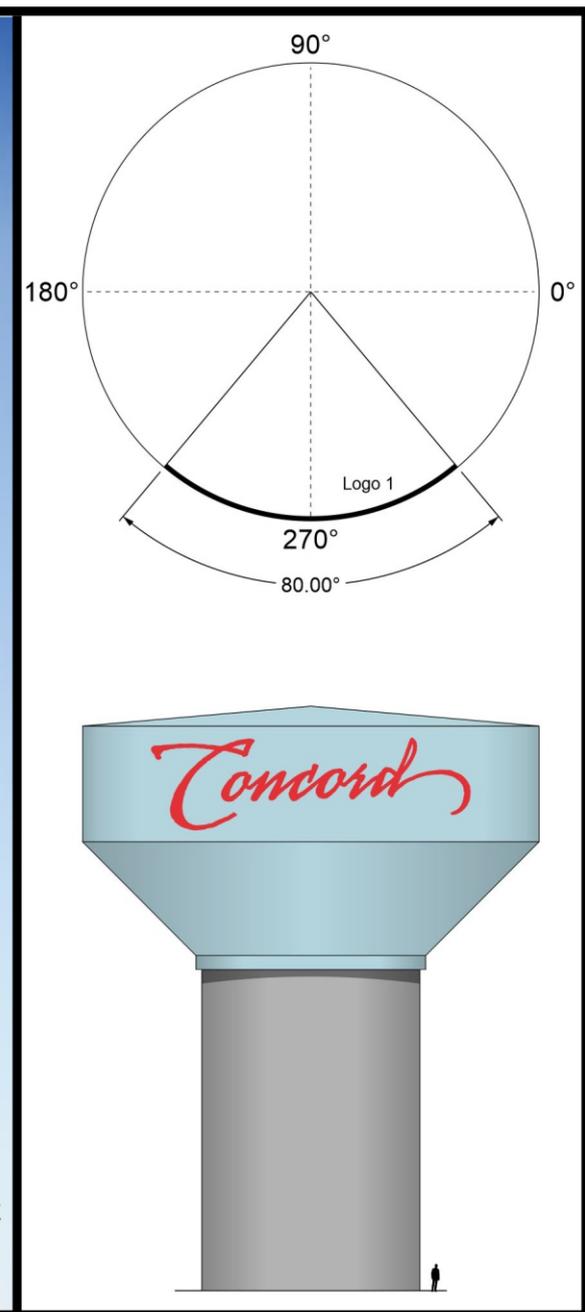
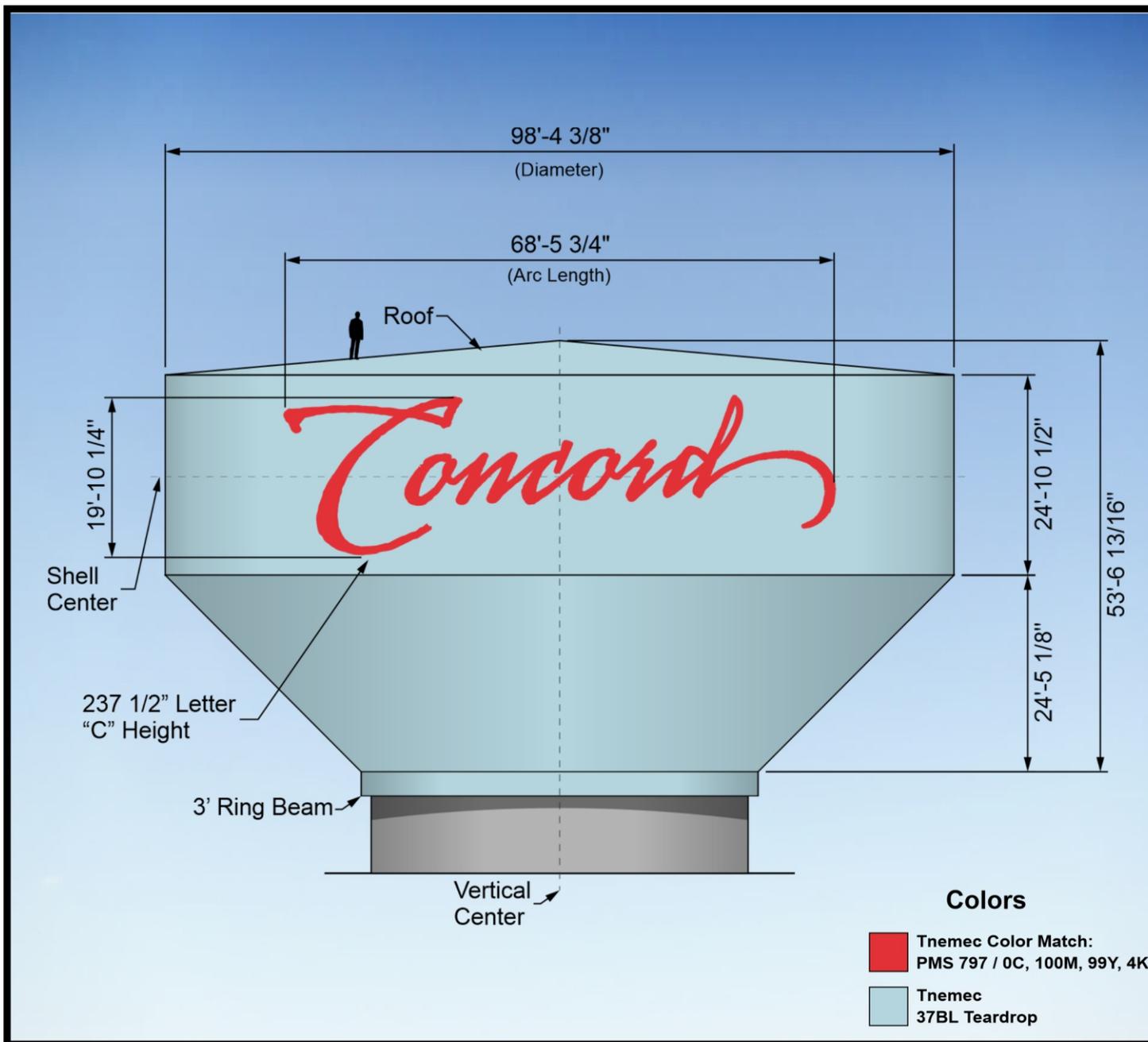
Landmark Job Number: 1654
Project: Highway 29 2.0 MG Elevated Storage Tank
Owner: City of Concord, NC

The attached logo rendering(s) (a.k.a. Logo Submittal) depicts logo orientation and placement pursuant to the most current contract drawing(s) and/or communication between Landmark Coatings and the client/owner representative. Landmark requires a designated individual representing the client/owner (Logo Placement Designee) who must be present at the project site when the logo is initially placed and prior to applying logo coating. Landmark will not proceed with application of the approved logo without the signed approval of the Logo Placement Designee.

Please provide the name of your Logo Placement Designee, including title and contact information. The information below will be used to contact and coordinate orientation and placement acceptance of the logo at the project site. This form shall be signed and dated at the project site upon logo placement acceptance.

Any changes or revisions to placement, orientation, or content of the logo in the field SHALL be documented and attached to this signed and dated form.

Logo Placement Designee:Name: Rusty CampbellTitle: Water Resources Deputy DirectorMobile Number: 704-860-7340E-Mail: campbellr@concordnc.gov**AUTHORIZATION & VERIFICATION**
(To be Signed & Dated in the Field)**Logo Placement Designee:**_____
Name_____
Date**Coatings Field Superintendent:**_____
Name_____
Date




Lake Area Sign Co., LLC

Danny McKinney / Owner
1375 N. Beglis Pkwy
Sulphur, LA 70663
(337) 625-4179
(337) 794-1564
dannymc@lakeareesignco.com

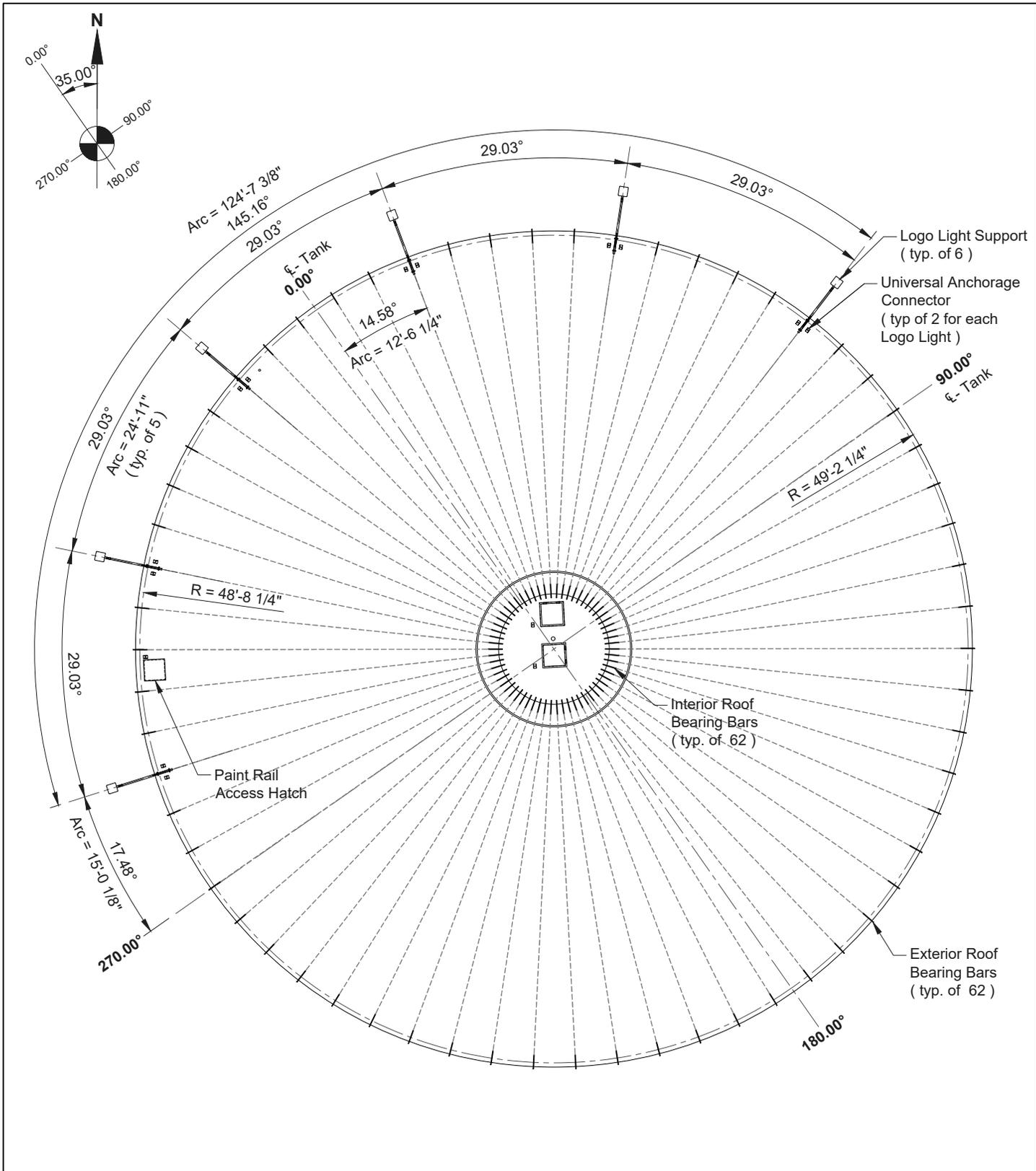
Client: Landmark Structures
Design: Concord, NC (Draft 2)
Designer: Timothy Goodeaux
Scale: N/A

Date: _____

Signature: _____

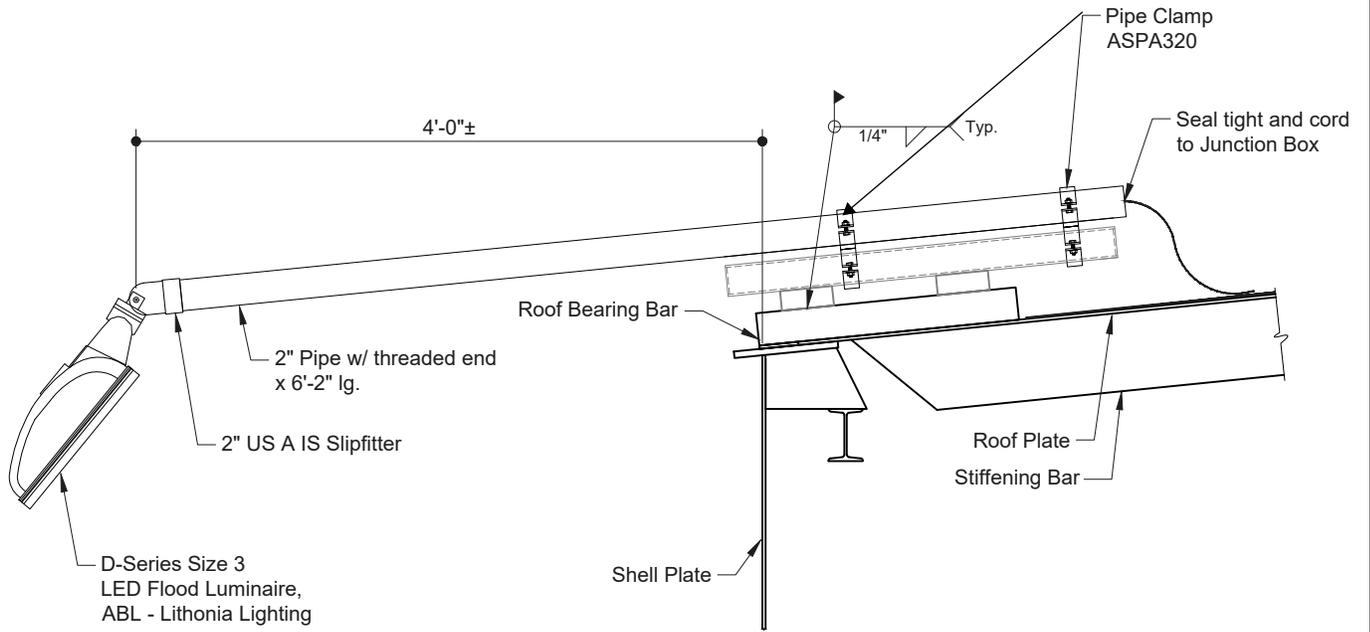
Approved Resubmit

Notice:
Colors shown are close approximations. Printer and media variations may distort colors from actual paint colors slightly. Renderings are approximate and are provided for a visual aid. Field verify tank shell height before installing patterns.

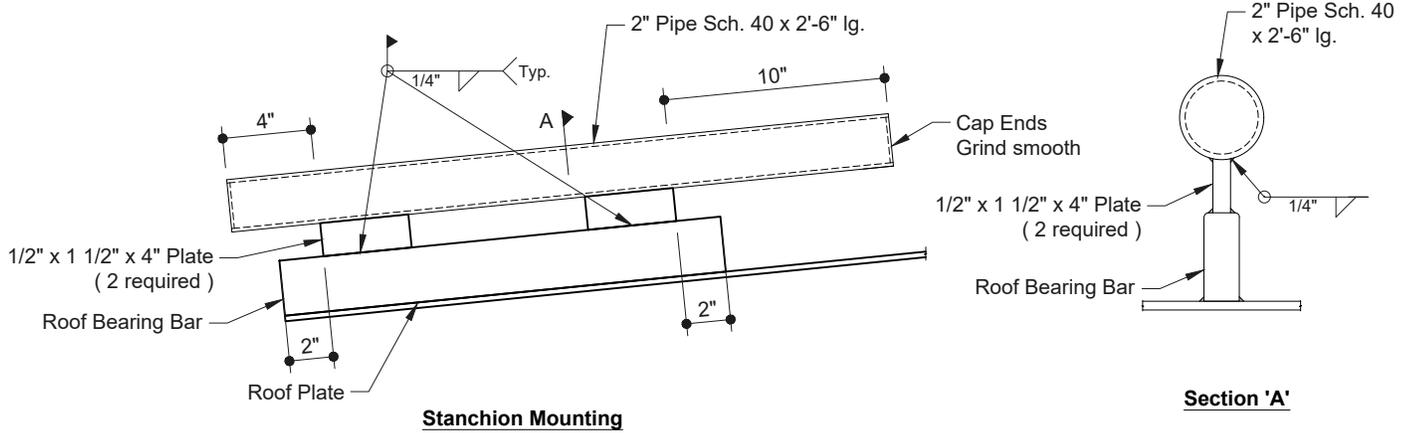


Thursday, July 23, 2020 11:49:11 AM

Project:	CITY OF CONCORD, NC			No.:	Date:	By:	Revision:
	Description			TANK - LOGO LIGHTING FIXTURES - PLAN			
Contractor:			Design:	Dwn:	Job Number:		
 <p>North Carolina Certificate of Registration No. C-3617, Exp. 6/30/2020 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (630) 909-4005 Fax: (817) 230-2088</p>			LY	NHA	1654		
			Chk:	Alloc:	Dwg. Number:		
			ASA		370 - A1		
			Released Date:	Scale:			
			2020.07.23	N.T.S.			



**Light Fixture
(Typical @ 6 locations)**



Stanchion Mounting

Section 'A'

NOTES:

1. Conduits, Conduit Fittings and Light Fixtures to be provided by Electrical Subcontractor.

Thursday, July 23, 2020 11:49:11 AM

	Project:	CITY OF CONCORD, NC			
	Description:	2.0 MILLION GALLON ELEVATED WATER STORAGE TANK		TANK - LOGO LIGHTING FIXTURE - DETAILS	
	Contractor:	 North Carolina Certificate of Registration No. C-3617, Exp. 6/30/2020 1665 Harmon Road Fort Worth, Texas, 76177 Tel: (630) 909-4005 Fax: (817) 230-2088			
	No.:	Date:	By:	Revision:	
	Design:	LY	Dwn:	NHA	Job Number:
	Chk:	ASA	Alloc:		1654
	Released Date:	2020.07.23	Scale:	N.T.S.	Dwg. Number:
					370 - A2

**CITY OF CONCORD
 CONCORD, NORTH CAROLINA
CONTRACT CHANGE ORDER**

Date: 09/25/2020

Project Title: Highway 29 Elevated Water Storage Tank Project #: 2018-017

Owner: City of Concord Change Order No. 001

To: Landmark Structures I, L.P.
 1665 Harmon Rd
 Fort Worth, TX
 76177

Account No. 5811321
 Purchase Order No. 128301-01

You are hereby requested to make the following changes in this Contract to comply with the provisions of the attached and/or the original Contract Documents.

Item No.	Description of Changes	Additions	Deductions
1	Addition of second logo and associated lighting, sealing of concrete pedestal	<u>\$98,040.00</u>	
		\$98,040.00	\$0.00

Original Contract Amount	\$4,975,000.00
Net Changes by Previous Change Orders	\$0.00
Net Changes this Change Order	\$98,040.00

New Contract Amount \$5,073,040.00

The Contract Time will be increased by 25 calendar days.

The Completion Date as of this Change Order is: April 29, 2021

Accepted: Landmark Structures

By: _____

Date:

Accepted: CITY OF CONCORD

By: _____

Date:

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

By: _____

Date:

Finance Director



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

9/4/2020

Ms. Pam Hinson, Finance Director
City of Concord
P. O. Box 308
Concord, NC 28026-0308

**RE: AMENDED NOTIFICATION OF FUNDING ALLOCATION
§ 63-74 Airport Improvement Program**

Dear Ms. Hinson:

On behalf of the State of North Carolina, the Department of Transportation, and Transportation Secretary J. Eric Boyette, this notification serves as official verification that State funds have been allocated for **Concord-Padgett Regional Airport**. Pursuant to the authorizing legislation, the Department of Transportation provides to the Authority additional funding outlined below for the purposes of funding improvements to the airport and paying debt service or related financing costs and expenses on revenue bonds or notes issued by the airport. The Authority hereby represents and warrants that all funds shall be utilized exclusively for the purposes listed in the authorizing legislation and in compliance with all other applicable laws, rules, regulations and requirements.

The specific work elements and additional funding allocation is noted below:

<u>Award ID</u>	<u>Description</u>	<u>State Funds</u>
36244.41.7.1	Airport Improvements and Debt Service	\$2,240,445

The Department of Transportation shall not allocate funds prior to receiving a report (see Attachment I) outlining their use in conformance with the purposes of the program. No later than 45 days from the date the Department receives the report the Department shall make a determination whether the intended use of the funds matches the purposes of the program and, if so, allocate funds under this section to the airport. An airport that receives funds under this section shall return the funds to the Department if the funds are in the possession or control of the airport and not expended or encumbered by August 31 of the year following the fiscal year in which the Department makes the allocation. All funds returned to the Department under this section, or retained by the Department for failure of an eligible airport to submit a report under this subsection, shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: www.ncdot.gov/aviation

The change request for the additional funding will be delivered through the NCDOT Enterprise Business System (EBS). Please contact your assigned Airport Project Manager, Todd Meyer, PE, for further guidance.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

59C6E3EBB04E410...

Bobby L. Walston, P.E.
Director of Aviation

BLW/sg

cc: Dirk Vanderleest, Aviation Director
Susan Green, Assistant Aviation Director
Stephanie Fudurich, Grant Program Administrator

CAPITAL PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized is the **State Aid to Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
451-4357000	State Aid	1,258,906	2,924,687	1,665,781
451-4357000				
451-4501680	Transfer from Aviation	2,125,784	1,796,737	(329,047)
451-4501680				
Total				1,336,734

SECTION 4. The following amounts are appropriated for the project:

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
6300-5800441				
6300-5800441	North Apron Expansion	0	376,118	376,118
6300-5800442				
6300-5800442	Hangar Taxilane Rehab	0	201,916	201,916
6300-5800443				
6300-5800443	South Apron Expansion	0	758,700	758,700
Total				1,336,734

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of October, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____

Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2020-2021 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 11th day of June, 2020, adopt a City budget for the fiscal year beginning July 1, 2020 and ending on June 30, 2021, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
680-4357000	State Aid	155,000	2,815,109	2,660,109
680-4406000	App. Retained Earnings	1,975,730	647,927	(1,327,803)
Total				1,332,306

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5800429	Grant Expenditures	0	1,212,306	1,212,306
4530-5540000	Vehicles - Capital	120,000	240,000	120,000
Total				1,332,306

Reason: To allocate NCDOT Department of Aviation – State Aid grant award.

Adopted this 8th day of October, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

3/17/2020

Ms. Pam Hinson, Finance Director
City of Concord
P. O. Box 308
Concord, NC 28026-0308

RE: NOTIFICATION OF STIP AWARD

Dear Ms. Hinson:

The State Transportation Improvement Program (STIP) is a 10-year State and Federal-mandated plan that identifies the construction funding for, and scheduling of, transportation projects throughout the state. STIP project requests from all transportation modes are submitted, ranked, and selected via a centralized NCDOT prioritization process. The Department is funding these projects at 100% and, therefore, a local match is not required.

On behalf of Governor Roy Cooper, Transportation Secretary J. Eric Boyette, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been allocated at the March 5, 2020 Board of Transportation Meeting for **TIP #AV-5890, Concord Regional Airport, Project Request No. 3575**, from the State Transportation Improvement Program (STIP), for State Fiscal Year (SFY) 2020.

The specific work elements and funding allocation is noted below:

Award ID	Description	STIP Funds	Local Funds
48401.3.1	Apron Strengthening	300,000	\$0

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit pertinent start-up documentation within 120 days from the date of this letter. Failure to meet this deadline will result in the forfeiture of this award unless an extension is authorized in writing by the NCDOT Division of Aviation. Please visit the NCDOT Connect website listed below, and click on “Next Steps – Initial Instructions,” which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within two years from the date of this letter unless authorized in writing by the NCDOT Division of Aviation.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE funds) for use toward other projects.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: www.ncdot.gov/aviation

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

Bobby L. Walston

59C6E3EBB04E410...

Bobby L. Walston, P.E.

Director of Aviation

BLW/sg

cc: Governor Roy Cooper
J. Eric Boyette, III, Secretary NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation
Richard Burr, United States Senate
Thom Tillis, United States Senate
Richard Hudson, United States Congress
Samuel Bowles, BOT Representative
Dirk Vanderleest, Aviation Director
Susan Green, Assistant Aviation Director

CAPITAL PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized is the **Apron Strengthening Project State Aid Grant Award.**

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
451-4357000				
451-4357000	State Aid	958,906	1,258,906	300,000
451-4501680				
451-4501680	Transfer from Aviation	2,125,784	1,825,784	(300,000)
Total				0

SECTION 4. The following amounts are appropriated for the project:

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of October, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2020-2021

FINAL REPORT

August

Property Tax Receipts- Munis

2020 BUDGET YEAR	5,638,484.61
2019	33,260.34
2018	1,524.99
2017	302.54
2016	640.72
2015	176.74
2014	176.74
2013	176.74
2012	359.05
2011	286.64
Prior Years	167.55
Interest	4,096.26
Refunds	
	<u>5,679,652.92</u>

Vehicle Tax Receipts- County

2020 BUDGET YEAR	456,255.85
2019	
2018	
2017	
2016	
2015	
2014	
Prior Years	28.05
Penalty & Interest	1,474.10
Refunds	
	<u>457,758.00</u>

Fire District Tax - County

2019 BUDGET YEAR	17,879.07
------------------	-----------

Less: Collection Fee from County

Net Ad Valorem Collections	<u>6,155,289.99</u>
-----------------------------------	---------------------

423:Vehicle Tag Fee-Transportation Impr Fund	38,936.70
--	-----------

100:Vehicle Tag Fee	158,106.60
---------------------	------------

292:Vehicle Tag Fee-Transportation Fund	38,936.70
---	-----------

Less Collection Fee - Transit

Net Vehicle Tag Collection	<u>235,980.00</u>
-----------------------------------	-------------------

-

Privilege License	90.00
-------------------	-------

Prepaid Privilege Licenses	
----------------------------	--

Privilege License interest	
----------------------------	--

Total Privilege License	<u>90.00</u>
--------------------------------	--------------

Oakwood Cemetery current	2,625.00
--------------------------	----------

Oakwood Cemetery endowment	466.66
----------------------------	--------

Rutherford Cemetery current	1,533.35
-----------------------------	----------

Rutherford Cemetery endowment	1,599.99
-------------------------------	----------

West Concord Cemetery current	4,250.00
-------------------------------	----------

West Concord Cemetery endowment	-
---------------------------------	---

Total Cemetery Collections	<u>10,475.00</u>
-----------------------------------	------------------

Total Collections	<u>\$ 6,401,834.99</u>
--------------------------	------------------------

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	7,712.31
Discovery Penalty	155.95
Total Amount Invoiced - Monthly	<u>7,868.26</u>
Total Amount Invoiced - YTD	62,694,087.43

Current Year	
Less Abatements (Releases)	
Real	22,428.22
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>22,428.22</u>

Adjusted Amount Invoiced - monthly	(14,559.96)
Adjusted Amount Invoiced - YTD	62,671,647.59

Current Levy Collected	5,638,484.61
Levy Collected from previous years	37,072.05
Penalties & Interest Collected	4,096.26
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>5,679,652.92</u>
Total Collected - YTD	5,965,966.82

Total Collected - net current levy -YTD 5,862,776.72

Percentage of Collected -current levy 9.35%

Amount Uncollected - current year levy 56,808,870.87

Percentage of Uncollected - current levy 90.65%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of August 2020

RELEASES		
CITY OF CONCORD	\$	22,428.22
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2015	0	0	0	0.0048	0.00	0.00		
2016	0	0	0	0.0048	0.00	0.00		
2017	0	0	0	0.0048	0.00	0.00		
2018	0	0	0	0.0048	0.00	0.00		
2019	0	0	0	0.0048	0.00	0.00		
2020	1,281,850	324,882	1,606,732	0.0048	7,712.31	155.95		
Total	1,281,850	324,882	1,606,732		\$ 7,712.31	\$ 155.95		
DOWNTOWN								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2017	0	0	0	0.0023	0.00	0.00		
2018	0	0	0	0.0023	0.00	0.00		
2019	0	0	0	0.0023	0.00	0.00		
2020	0	0	0	0.0023	0.00	0.00		
Total	0	0	0		\$ -	\$ -		

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By C U S I P / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 8/31/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 3/4/2021	05970RQ40	5,000,000.00	4,986,388.89	03/04/2021	0.401	1.43	N/A	99.727778	185
CP BARCLAYS BANK 0 2/19/2021	06742VHX2	5,000,000.00	4,976,319.44	02/19/2021	0.623	1.43	N/A	99.526389	172
CP CHESHAM 0 10/22/2020	16536HKN0	5,000,000.00	4,939,206.94	10/22/2020	1.711	1.42	N/A	98.784139	52
CP CREDIT SUISSE 0 1/29/2021	2254EANV1	5,000,000.00	4,982,570.83	01/29/2021	0.472	1.43	N/A	99.651417	151
CP CREDIT SUISSE 0 5/17/2021	2254EASH7	5,000,000.00	4,991,406.94	05/17/2021	0.230	1.43	N/A	99.828139	259
CP LLOYDS BANK CORP 0 12/10/2020	53948AMA6	5,000,000.00	4,991,027.78	12/10/2020	0.381	1.43	N/A	99.820556	101
CP NATIXIS 0 12/18/2020	63873JMJ6	5,000,000.00	4,960,488.89	12/18/2020	1.129	1.42	N/A	99.209778	109
CP NATIXIS NY 0 3/19/2021	63873JQK9	5,000,000.00	4,990,705.55	03/19/2021	0.281	1.43	N/A	99.814111	200
CP PRUDENTIAL PLC 0 10/26/2020	7443M2KS4	5,000,000.00	4,952,272.22	10/26/2020	1.434	1.42	N/A	99.045444	56
CP SALVATION ARMY 0 2/11/2021	79584RPB8	5,000,000.00	4,994,408.33	02/11/2021	0.220	1.43	N/A	99.888167	164
CP TOYOTA MOTOR CREDIT 0 11/19/2020	89233GLK0	5,000,000.00	4,961,422.22	11/19/2020	1.129	1.42	N/A	99.228444	80
Sub Total / Average Commercial Paper		55,000,000.00	54,726,218.03		0.726	15.71		99.503505	139
FFCB Bond									
FFCB 0.2 8/19/2022-21	3133EL4H4	5,000,000.00	5,000,000.00	08/19/2022	0.200	1.44	N/A	100	718
FFCB 0.22 7/21/2022-21	3133ELW67	5,000,000.00	4,997,500.00	07/21/2022	0.245	1.43	N/A	99.95	689
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	08/10/2023	0.320	1.44	N/A	100	1,074
FFCB 0.8 4/22/2024-21	3133ELXC3	5,000,000.00	5,000,000.00	04/22/2024	0.800	1.44	N/A	100	1,330
FFCB 1.24 3/10/2023-21	3133ELRZ9	5,000,000.00	5,000,000.00	03/10/2023	1.240	1.44	N/A	100	921
FFCB 1.48 3/10/2026-21	3133ELSC9	5,000,000.00	5,000,000.00	03/10/2026	1.480	1.44	N/A	100	2,017
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	03/30/2027	1.550	1.44	N/A	100	2,402
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.44	N/A	99.99	1,260
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.44	N/A	100	757
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.44	N/A	100	816
FFCB 1.89 3/2/2027-21	3133ELQH0	5,000,000.00	5,000,000.00	03/02/2027	1.890	1.44	N/A	100	2,374
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.44	N/A	100	1,488
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.44	N/A	100	1,155
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.44	N/A	100	2,195

Sub Total / Average FFCB Bond		70,000,000.00	69,997,000.00		1.342	20.10		99.995716	1,371
FHLB Bond									
FHLB 0.44 6/29/2023-20	3130AJPW3	5,000,000.00	5,000,000.00	06/29/2023	0.440	1.44	N/A	100	1,032
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	08/27/2024	0.450	1.44	N/A	100	1,457
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	08/17/2027	0.866	1.43	N/A	99.725	2,542
FHLB 1.55 3/25/2024-21	3130AJAX7	5,000,000.00	5,000,000.00	03/25/2024	1.550	1.44	N/A	100	1,302
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.44	N/A	100	1,421
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.44	N/A	100	1,519
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.25	N/A	97.596	455
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.43	N/A	99.9	88
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.43	N/A	99.6	1,472
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.44	N/A	100	3,349
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.26	N/A	102.915948	407
Sub Total / Average FHLB Bond		46,755,000.00	46,720,875.34		1.499	13.41		99.929907	1,533
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	06/26/2023	0.254	0.92	N/A	99.986726	1,029
FHLMC 0.25 7/28/2022-21	3134GWAP1	5,000,000.00	5,000,000.00	07/28/2022	0.250	1.44	N/A	100	696
FHLMC 0.27 5/19/2022-21	3134GVWZ7	5,000,000.00	5,000,000.00	05/19/2022	0.270	1.44	N/A	100	626
FHLMC 0.3 6/30/2022-21	3134GV2M9	5,000,000.00	5,000,000.00	06/30/2022	0.300	1.44	N/A	100	668
FHLMC 0.3 8/26/2022-21	3134GVYZ5	5,000,000.00	5,000,000.00	08/26/2022	0.300	1.44	N/A	100	725
FHLMC 0.35 11/18/2022-21	3134GVVY1	5,000,000.00	5,000,000.00	11/18/2022	0.350	1.44	N/A	100	809
FHLMC 0.35 9/22/2022-20	3134GVV54	5,000,000.00	5,000,000.00	09/22/2022	0.350	1.44	N/A	100	752
FHLMC 0.375 11/4/2022-20	3134GVQU5	5,000,000.00	5,000,000.00	11/04/2022	0.375	1.44	N/A	100	795
FHLMC 0.375 2/21/2023-21	3134GVXB9	5,000,000.00	5,000,000.00	02/21/2023	0.375	1.44	N/A	100	904
FHLMC 0.375 4/14/2023-21	3134GV4N5	5,000,000.00	5,000,000.00	04/14/2023	0.375	1.44	N/A	100	956
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	04/20/2023	0.341	0.37	N/A	100.100871	962
FHLMC 0.45 3/17/2023-20	3134GVP69	5,000,000.00	5,000,000.00	03/17/2023	0.450	1.44	N/A	100	928
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	07/14/2026	0.800	1.44	N/A	100	2,143
FHLMC 1 4/21/2025-21	3134GVLE6	5,000,000.00	5,000,000.00	04/21/2025	1.000	1.44	N/A	100	1,694
FHLMC 1.25 3/26/2025-21	3134GVHG6	5,000,000.00	5,000,000.00	03/26/2025	1.250	1.44	N/A	100	1,668
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.44	N/A	100	28
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.44	N/A	100	1,305
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.44	N/A	100.28	85
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.62	N/A	99.595007	500
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	06/19/2023	0.244	0.38	N/A	107.589	1,022
Sub Total / Average FHLMC Bond		87,910,000.00	88,009,025.44		0.766	25.27		100.120626	919
FNMA Bond									
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	08/17/2023	0.310	1.44	N/A	100	1,081

FNMA 0.4 7/20/2023-21	3136G4ZS5	5,000,000.00	5,000,000.00	07/20/2023	0.400	1.44	N/A	100	1,053
FNMA 0.42 7/7/2023-21	3136G4YJ6	5,000,000.00	5,000,000.00	07/07/2023	0.420	1.44	N/A	100	1,040
FNMA 0.43 6/30/2023-21	3136G4XS7	5,000,000.00	5,000,000.00	06/30/2023	0.430	1.44	N/A	100	1,033
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	08/27/2024	0.455	1.44	N/A	100	1,457
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	08/19/2025	0.550	1.44	N/A	100	1,814
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	08/25/2025	0.580	1.44	N/A	100	1,820
FNMA 0.6 4/20/2023-21	3136G4UZ4	5,000,000.00	5,000,000.00	04/20/2023	0.600	1.44	N/A	100	962
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	07/14/2025	0.700	1.44	N/A	100	1,778
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.56	N/A	95.788318	351
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.73	N/A	95.552298	402
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.09	N/A	99.499	736
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.44	N/A	100	788
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.57	N/A	99.223064	582
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.11	N/A	101.379763	765
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.44	N/A	100	28
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.28	N/A	101.014	589
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	01/19/2023	1.134	0.54	N/A	103.531596	871
Sub Total / Average FNMA Bond		68,585,000.00	68,490,170.52		1.002	19.66		99.879502	1,059
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	74,056.82	74,056.82	N/A	?	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,652,590.21	10,652,590.21	N/A	?	3.06	N/A	100	1
NCCMT LGIP	NCCMT481	4,330,083.17	4,330,083.17	N/A	?	1.24	N/A	100	1
NCCMT LGIP	NCCMT271	85,282.14	85,282.14	N/A	?	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		15,142,012.34	15,142,012.34		?	4.35		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,232,808.82	5,232,808.82	N/A	?	1.50	N/A	100	1
Sub Total / Average Money Market		5,232,808.82	5,232,808.82		?	1.50		100	1
Total / Average		348,624,821.16	348,318,110.49		?	100		99.918515	943