



**KANNAPOLIS CITY COUNCIL  
MEETING AGENDA  
Kannapolis City Hall  
401 Laureate Way, Kannapolis NC  
July 24, 2017  
6:00 PM**

**Please turn off cell phones or place on silent mode.**

**CALL TO ORDER AND WELCOME**

**MOMENT OF SILENT PRAYER AND PLEDGE OF ALLEGIANCE**

**ADOPTION OF AGENDA - Motion to Adopt Agenda or make revisions**

**APPROVAL/CORRECTION OF MINUTES**

1. June 12, 2017 Meeting Minutes

**CONSENT AGENDA - Motion to Adopt Consent Agenda or make revisions**

1. **Second Amendment to Declaration of Covenants for Second Creek Property** (Mike Legg, City Manager and Walter M. Safrit, II, City Attorney)
2. **Public Works Operations Center Parking Lot Resurfacing Contract** (Wilmer Melton, III, Director of Public Works)
3. **Northwest Service District Contract 1 – Water Mains** (Wilmer Melton, III, Director of Public Works)
4. **Adoption of Resolution Amending Chapter 9, by the addition of Article IX, Alcoholic Beverages** (Walter M. Safrit, II, City Attorney)

**BUSINESS AGENDA**

- A. **Public Hearing for Use of CDBG Program Funds FY 2017-18** (Sherry Gordon, Community Development Program Administrator)
- B. **Public Hearing for Use of HOME Program Funds for FY 2017-18** (Sherry Gordon, Community Development Program Administrator)
- C. **Kannapolis City Schools Presentation on the Restart Program** (Dr. Chip Buckwell, Superintendent, Kannapolis City Schools)
- D. **Downtown Infrastructure and Streetscape Project - Phase 1 Bid Package Guaranteed Maximum Price (GMP)** (Wilmer Melton, III, Director of Public Works)
- E. **Resolution relating to Agreement for Construction of Road Improvements at Glen Afton Boulevard** (Mike Legg, City Manager and Walter M. Safrit, II, City Attorney)
- F. **Public Hearing on Text amendments to Unified Development Ordinance (UDO) - Article 8, Article 10, and Article 11, pertaining to development and minor plat infrastructure improvements** (Zachary D. Gordon, AICP, Planning Director)



**G. Public Hearing on Text amendments to Unified Development Ordinance (UDO) - Table 8.3-2, Parking Area Dimensional Standards, and Section 8.3.2.B, Compact Car Spaces.** (Zachary D. Gordon, ACIP, Planning Director)

**CITY MANAGER REPORT**

**CITY COUNCIL COMMENTS**

**SPEAKERS FROM THE FLOOR**

In order to speak to Council, please fill out a white card and return to the City Clerk. Cards may be found on the table at the back of the room. Please limit comments to 3 minutes.

**ADJOURN MEETING**

**UPCOMING SCHEDULE**

August 14  
August 28  
September 11  
September 25

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at [tcline@kannapolisnc.gov](mailto:tcline@kannapolisnc.gov) or 704-920-4302 at least forty-eight (48) hours prior to the meeting.



**CITY OF KANNAPOLIS  
COUNCIL MEETING MINUTES  
June 12, 2017**

A regular meeting of the City Council of the City of Kannapolis, North Carolina was held on Monday, June 12, 2017 at 6:00 p.m., at the Kannapolis City Hall located at 401 Laureate Way, Kannapolis, NC.

**CITY COUNCIL MEMBERS PRESENT:**

Mayor: Milton D. Hinnant

Council Members: Ryan Dayvault  
Dianne Berry  
Darrell Jackson  
Roger Haas  
Tom Kincaid  
Doug Wilson

Council Members Absent: None

City Manager: Mike Legg

Deputy City Manager: Eddie Smith

City Clerk: Bridgette Bell, MMC

City Attorney: Walter M. Safrit, II

Staff Present:	David Hancock	Wilmer Melton
	Ernie Hiers	Tony Eury
	Trent Marlow	Annette Privette Keller
	Terry Clanton	J.W. Chavis
	Sherry Gordon	

Visitors:	Addul Ali	Betty Edwards
	Vicky Carpenter	Debbie Robbins
	Robert Ware	Audry E. Daye
	Ross Mosley	Bobbi Hague
	Crystal Nesbitt	Brenda Stevenson
	Marie Bankhead	Kesha Monley
	Deborah Wilson	John Dooley
	Carolyn Thomas	Johnny Thomas
	Carrie Hunter	Lovell Thompson
	Jean Thompson	Jackson Lucas
	Mary Gray	Sylvia McMullen
	Regina Phifer	Dorethea Smith
	Dennis White	Tony McBride
	Leonard Chapman	Rodney Miller
	Monica Miller	John Phifer
	Catherine Miller	Angela Wilson



Dorothy Wilson      Denise Johnson  
James McManus, Sr   James Robbins  
Teri Stancil          Mary Williamson  
Kenneth Williamson   Claude E. Forehand  
Willis Phifer          Roosevelt Campbell

**CALL TO ORDER AND WELCOME:**

Mayor Hinnant called the meeting to order and welcomed those in attendance. A moment of silent prayer and the Pledge of Allegiance was led by Council Member Jackson.

**ADOPTION OF AGENDA:**

Council Member Kincaid made a motion to adopt the agenda. Motion was seconded by Council Member Berry and approved by unanimous vote.

**CONSENT AGENDA:**

Council Member Dayvault made a motion to approve the Consent Agenda. Motion was seconded by Council Member Haas and approved by unanimous vote.

Acceptance of Streets for Powell Bill Allocations Fiscal Year 2017-2018 (Wilmer Melton, III - Director of Public Works) (Copy included as Exhibit A)

Resolution to Convey Property - 116 Wood Avenue to Cabarrus Christian Ministry, Inc. (CCM) (Sherry Gordon, Community Development Program Administrator) (Copy included as Exhibit B)

Resolution regarding safety improvements to the intersection of N.C. Highway 3 and Odell School Road (Mike Legg, City Manager) (Copy included as Exhibit C)

Resolution Adopting Policy for Prequalification of Bidders for Construction Contracts (Walter M. Safrit, II, City Attorney) (Copy included as Exhibit D)

**BUSINESS AGENDA:**

**Public Hearing on Recommended FY2017-18 Budget (Mike Legg, City Manager)** (Copy included as Exhibit E)

City Manager Legg gave a brief summary of the recommended budget for FY2017-18. The proposed FY 2018 budget is \$68,125,000 which includes all seven operating funds of the City. The budget includes no property tax increase. If approved, the current tax rate will remain at .63 cents per \$100 valuation - a home valued at \$150,000 will pay \$945 annually in property taxes for all city services.

The City's budget is composed of two primary revenue sources: property taxes and sales taxes. The City's population is expected to be 47,000 by the end of this year - an 11% increase since 2010. This population growth, largely the result of new residential development, equates to an increase of \$829,700 in property tax revenues in the FY 2018 budget. Sales tax revenues are projected to increase by \$1,336,100 in FY 2018, the largest amount in City history.

The budget places an emphasis on funding public safety (fire and police) departments as well as the downtown revitalization project, economic development and addressing growth in the western portion of the City. The budget includes funds for replacing the aging Fire Station #2



1 and Fire Station #3, three firefighters, a training coordinator for the fire department, a police  
2 evidence technician, and positions in Public Works, and General Services, replacing a ladder  
3 truck and a fire engine, and financing the completion of Phase III of Village Park.

4  
5 The budget also includes adding five positions and related equipment in the Public Works  
6 Department as the City moves the collection of yard waste in-house. Previously, this service was  
7 contracted out. After researching the matter, the City has determined it can provide the service  
8 more efficiently and effectively in-house at the same cost or less than the previously contracted  
9 amount.

10  
11 The proposed budget calls for an increase in water/sewer rates and storm water fees of a  
12 combined \$4.45 monthly. These increases have been planned for years to accommodate the  
13 downtown infrastructure project and water and sewer expansion in the western part of the city.

14  
15 The budget also includes funding for:

- 16 • Street Paving
- 17 • Sidewalk Repairs
- 18 • Street Maintenance/Equipment
- 19 • Snowplow/Salt spreader and brine sprayer
- 20 • Ballfield and soccer field renovations
- 21 • Ten replacement vehicles for Police
- 22 • Investments in Information Technology and Information Technology Security Systems
- 23 • Staff Merit Increases.

24 In looking ahead, the next three years after this budget, will see the completion of both the  
25 infrastructure streetscape project and sports and entertainment venue, completion of the  
26 demonstration project and parking deck. Staff will continue to seek private downtown investors.  
27 In his opinion, will see unipresidential growth, both on the residential and commercial side. The  
28 comprehensive plan will be completed and used a blueprint in handling all the growth. On the  
29 staffing side, in the next three years, 26 new positions will be added.

30 A copy of the recommended budget was presented to City Council on May 22, 2017, and was  
31 made available for public inspection at the City of Kannapolis Administration Offices. Notice of  
32 the public hearing was advertised in the Independent Tribune on May 28, 2017.

33 Mayor Pro tem Wilson clarified that no police officers will be added at this time, but looking at  
34 adding three or four next year. With the ever increasing growth, wondered if it would be feasible  
35 to add one officer this year to offset some of the growth. Several citizens have mentioned it to  
36 him and feel it has some merit.

37 Council Member Haas suggested that if any police officers are added to this budget; tell him  
38 what would be cut. As he read it, this budget is balanced. He doesn't have any problems with  
39 changing it, but don't think we should ask the Finance Director to find money. If a  
40 recommendation is made, also there should be a recommendation where they funding will come  
41 from.



1 He asked about the relocation of the health clinic. Mr. Legg responded that staff is looking at  
2 options; downtown and city hall. The Cabarrus Health Alliance (CHA) has graciously allowed  
3 the City to use space for an onsite health clinic for employees, but like everyone, needs the space  
4 and they have told CHA the City will find some space to relocate the clinic.

5 Council Member Haas was glad to see the healthy increase in economic development initiatives  
6 and feel at this point in time are on the cutting edge where this money can do more good than in  
7 previous years. As for Parks and Recreation, there has been an increase for expenditures, but  
8 Parks and Recreation also generate 1/2 million in revenues. Totaling \$1.5 million is less than 3.5  
9 percent of the budget. That is a small number compared to some of the other cities in our area.  
10 As for the water and storm water increase, a number of years ago, these funds were sets up as  
11 enterprise funds that will generate revenue to cover expenses. Last year, the storm water fee  
12 revenues covered all the expenses and didn't have to borrow money. We are getting to the point  
13 there these enterprise funds should stand along to use services of the water and sewer to generate  
14 enough revenue to cover expenses for water and sewer.

15  
16 Mr. Haas asked Mr. Legg to explain why the Odell Fire Department payments had almost  
17 doubled, why the City is making payments to Odell, and if this will be a reoccurring expense  
18 how the City will address this issue.

19  
20 Mr. Legg stated at one point, it makes more sense to provide our own fire protection in the  
21 western part of the City. Staff has had several meetings with the Odell Fire Department and  
22 Cabarrus County about options. This is driven by growth and the City's service is based on the  
23 overall tax revenues. It has been discovered that a little more than half the value of homes are  
24 located inside the Kannapolis city limits, which has not been the case before.

25  
26 Based on Mr. Wilson's comments on adding one police officer, Council Member Dayvault felt it  
27 was a good idea and would be interested in hearing Mr. Legg's recommendations if any  
28 adjustments could be made to add one position. All else in the staffing report is pretty clear and  
29 is laid out well. As Roger pointed out, funding for economic development is important because  
30 you never know when you may need funds to assist with bringing jobs to the City. He would be  
31 interested in trying to get more funds allocated to Parks and Recreation in an effort to bring in  
32 more events. By bringing more people to events, has a positive impact on the City and  
33 community. Quality of life is very important to the City. He is encouraged about bringing in  
34 house the responsibility of collecting yard waste and feels it will be a positive thing and save  
35 money. The comprehensive plan is almost complete that will enable the City to better handle  
36 planning and growth for the next 15 years. He was also happy to see more funding added to  
37 housing demolition. One of the citizens biggest complaints is when are you going to clean up our  
38 City.

39  
40 Council Member Kincaid was glad to hear that Mr. Wilson had championed adding an extra  
41 police officer, noting that public safety is extremely important to him and should be the first and  
42 foremost when looking at the budget. He was glad to see the Public Works adding additional  
43 staffing. Kudo's to them as they are the ones out doing hard labor in the City. He also  
44 commented Mr. Legg and Staff on the excellent job done in preparing the budget. He has been  
45 on the Council for seven years and it doesn't get any easier.

46  
47 Council Member Jackson asked how the Community Development Block Grant (CDBG)  
48 funding process would work. Mr. Legg explained that actually the CDBG funding is not in this



1 budget, but is a separate budget. The process for non-profit's that serve the community will not  
2 change. The Citizen's Advisory Community Development Commission will continue to make  
3 recommendations to Council. However, there is funding in the budget for non CDBG  
4 organizations not eligible for CDBG monies, where the process will be different on how monies  
5 will be distributed.

6  
7 Mayor Hinnant noted that he speaks to 50 groups or more and it's rare he does not mention our  
8 Police and Fire Department because public safety is the most important and biggest part of the  
9 budget. He constantly brags on the Police Department because we do live in a safe city. The City  
10 spent \$40,000 on a personnel study for experts to tell us exactly what staff we needed and in  
11 which year. As a result, this budget follows those recommendations. As we have heard, in the  
12 next budget and in future budgets, there will be a need for police officers. Mrs. Carpenter does a  
13 marvelous job in advocating for the police department, but it does not mean that he is not an  
14 advocate for the police department, but is a huge advocate, but believe if we add another police  
15 officer at this time, is ill guided. As a result, feels that we have a staffing plan in place and  
16 should follow the recommendation because of demands of other places. If you take the number  
17 of dollars it would take to add a police officer and invest more in parks or whatever it happens to  
18 be. The City has invested a lot of money and time in the Carver and Centerview neighborhoods,  
19 but still has a lot to do in these communities. He is just as excited as adding police officers as  
20 anyone, but feel there is a time and place to add those officers and this budget it not the time.  
21 There are plenty of other projects that could use those dollars. If the murder rate would double in  
22 six months, he would feel differently, but that is not the case in Kannapolis. We have a very safe  
23 community and as result, feel would be better served to put those monies elsewhere. Staff has  
24 worked hard to not increase property tax. With that being said, water and sewer rates were  
25 increased. The reason is that ten years ago, Council decided the want these funds to be free  
26 standing, so they would pay for themselves. He is asked all the time from Mayors and state  
27 representatives, how is Kannapolis doing all this? There are two reasons; one is because we have  
28 growth that is paid for. The second reason is good planning for future projects.

29  
30 Mr. Wilson was under the impression that Mr. Legg felt there could be some tweaking done to  
31 the budget. Yes, Mr. Legg stated that Mr. Dayvault's suggestion to add money to the summer  
32 concert event series is doable and could be pulled from the downtown line item. Regarding  
33 adding one police officer would require a budget of \$114,000 (including a police cruiser). In year  
34 two, the amount would be around \$60,000 because you would not have to purchase a vehicle. If  
35 Council agrees, then Chief Chavis could be asked to reprioritize the police budget. One of the  
36 fourteen other departmental positions could be swapped for one officer. The easiest would be to  
37 use contingency money. He cautioned Council that the contingency number in this budget is 1/2  
38 of 1 percent of the budget every year. Also, Council could look at other line item expenses.

39  
40 Council Member Kincaid wanted to know if the Chief has been asked if he actually needs one  
41 officer this year, before changing the budget. Mr. Legg responded that he could have that  
42 discussion with Chief Chavis.

43  
44 Mr. Dayvault's first option is to ask Chief Chavis to prioritize things, if he truly needed an  
45 officer.

46  
47 Mayor Hinnant stated if we need a change on a particular department that is outside of the scope  
48 of the facility, what that says to the rest of the staff who says I need an advocate who comes and  
49 talks to the Council who will help me get an extra person for my department. His concern is that



1 this Staff has put together a budget based on compromised and working through details and how  
2 abortrarily is it for us to pick one department and say OK, you can have one and not consider the  
3 other departments. That is his biggest concern on this process.

4  
5 Mayor Hinnant opened the public hearing to those in attendance for an opportunity to speak.

6  
7 Vicky Carpenter of 913 Brushwood Circle told Council if they would ask Chief Chavis if he  
8 needed more police officers, he would say yes. She feels the City should add at least one new  
9 police officer to this budget. Her concerns are that the officers are stretched thin and the city does  
10 not have enough officers to patrol the city and keep it safe. She added if you don't have that  
11 safety, you don't have anything. She commented that recently a friend came to one of the  
12 summer concert events and noticed there were only two officers patrolling the event. She highly  
13 recommended to anyone who has not participated in the Kannapolis Police Citizens Academy, to  
14 do so. The academy demonstrates what the officer's face and see every day, then maybe Council  
15 will see the need to add more officers.

16  
17 Betty Edwards of 1521 Daybreak Ridge Road offered thanks for no property tax increase;  
18 however voiced her dissatisfaction in the increases of water rates. Indicating that an increase of  
19 \$60 per year is a lot to most people. Even though you are not calling it a tax, it is a secret tax as  
20 far as she is concerned. If said if you don't have running water, you cannot have homeowners  
21 insurance. She asked Council if they thought to survey a thousand people and ask them how they  
22 feel about using an increase in your water bill to provide infrastructure for a project that when it  
23 started was saying yes, we are going to spend this \$10million dollars, but in the long run it won't  
24 cost you anything because once it is built will pay for itself over and over. In her neighborhood  
25 of Cripple Creek, she has paid taxes since the 80's, and still do not have curb and gutter or water  
26 run off with drains in her neighborhood. She said that is wrong and now you want to increase  
27 their water bills to pay for infrastructure for other places they don't even have in their her  
28 neighborhood. She told Council, they are coming up for re-election and she had read in the  
29 Salisbury Post where people have endorsed Council and that is very nice. But also said that only  
30 the ones who are up for re-election should be re-elected, because only you know what is  
31 happening with the new projects and no one else would understand. She told Council that the  
32 people of Kannapolis can pick someone else to vote for to replace you. She will make it a point  
33 for them to know their water bill increase is directly because of something that Council passed.  
34 To those that are not up for re-election, your vote will be noted for future elections. She further  
35 said for Council to think that is what their supporters think, knows that other people can do this  
36 and is arrogant of you to accept that as an endorsement. She thanked for the opportunity to speak  
37 and will be speaking out during the election.

38  
39 Addul Ali of 2012 Carolyn Avenue stated he currently serves on the Community Development  
40 Commission since 2014 and has a thorough understanding of the budget and don't envy when  
41 you have to crunch all these numbers. He thanked Council Member Jackson for bringing up the  
42 issue of community development block grant funds, although not in this particular budget, there  
43 is a line item for non-profits that don't qualify for community development block funding. He  
44 noted that there is a citizen's advisory council for community development and that council  
45 should have a seat at the table to determine where that city money is going. They make good  
46 recommendations about federal funding, but also need to make recommendations about where  
47 the city money is going. He commended staff on the great job of preparing the budget, but feels  
48 there should be some discussion on the importance of more police officers. The issue of bringing  
49 in more events should include more diversity events. Let's talk about the 20 percent of this



1 population that is African-American and 10 percent that is Latino does not have a voice in this  
2 budget. He thinks the Parks and Recreation does a great job and happy to see an increase for  
3 those folks, but would like for them to consider bringing more diverse to the city. He suggested  
4 that Council support events like the National Night Event and talk about building community.  
5 Economic Development programs are great, but only benefit people at the very top more often  
6 than not. He ended his comments with saying that a city will be judged on how it treats the least  
7 amongst us and that is not being discussed and not a part of this budget. He asked that Council  
8 consider this in their deliberations of this budget and keep focused that just because you don't  
9 see them here, doesn't mean folks aren't bring the word back to them.

10  
11 Debbie Robbins of 619 South Harding Avenue stated she did not know much about the budget,  
12 but came to talk about the house she is working on. She has had to call the police department  
13 several times in the last couple of months and they were very good.

14  
15 There being no further speakers, Mayor Hinnant closed the public hearing.

16  
17 Council Member Haas always finds it interesting to hear citizen comments during the budget  
18 public hearing and if you take all the comments, emails and direct contact with citizens, he has  
19 gotten all the way from you should not vote for any increase in any line item whatsoever to you  
20 need to raise taxes so we will have more money. It is the intent if you use the service, we pay for  
21 the service and the service in itself will pay for it. That is what we are trying to do in regards to  
22 the enterprise funds and get them to a point where the revenue that is taken in will cover all of  
23 the projects and capital improvements that have to be done. He is looking forward to talking to  
24 people more and voting on this budget.

25  
26 Consensus to move forward with the idea of adding one new police officer. Staff will provide  
27 recommendations at the next Council meeting. Mr. Legg will get Chief Chavis' thoughts on on  
28 recommendations for the next three years? Between now and the next Council Meeting, Mr.  
29 Legg will get information to Council.

30  
31 **Ordinance to demolish the substandard structure located at 619 South Harding Avenue**  
32 **(Zachary D. Gordon, Planning Director)** (Copy included as Exhibit F)

33 Mr. Gordon gave a brief background beginning in 2012 when Code Enforcement Staff attempted  
34 to reach the owner of the property in question. At that time, the listed owner of the property was  
35 contacted by mail to determine any plans with regard to repairing the substandard house. In  
36 response to the City's letter, the then listed owner claimed not to own the property. This was  
37 subsequently confirmed by a review of public records. Attempts were made over a period of  
38 several years to contact parties of interest in this property but none were successful.

39  
40 According to the Water Department no record of water hook-up or owner contact information  
41 existed due to records only going back to 2004. It appears that the house had been vacant for at  
42 least the years back to 2004.

43 In April of 2016 a thorough title search was conducted by the city. The title search listed a  
44 number of individuals who could be considered parties of interest to the property. With this  
45 information, attempts were made to obtain permission from parties of interest to inspect the  
46 house. These attempts were unsuccessful and on November 15, 2016 an Administrative Search  
47 Warrant was obtained to enter the house.



Findings from the inspection were recorded and pictures were taken. The house was so dilapidated that it was not possible to walk safely from the front to the back of the house due to structural defects.

On November 29, 2016 a hearing was held with no parties of interest present. The following day one of the members of the family owning the property appeared along with his wife. They agreed to repair the house after obtaining full ownership. These individuals were advised that the Findings of Fact and Order had already been mailed with a deadline of March 1, 2017 established to bring the property up to minimum housing code standards.

At the City Council's March 27, 2017 meeting, a public hearing was held to consider a request to adopt an ordinance to demolish the existing structure on the property. At the close of the public hearing, the City Council adopted a motion to extend consideration of this request for 60 days in order to allow for interested parties to address the following:

- 1) Payment of taxes;
- 2) Secure ownership;
- 3) Retain a contractor and engineer for improvements to the structure;
- 4) Prepare drawings of proposed improvements to the structure.

Based on staff investigation, it does not appear that any of these matters have been addressed and no improvements have been made to the structure.

In the absence of these issues being addressed, Staff recommends that City Council proceed with adoption of an Ordinance to demolish the structure at 619 S. Harding Avenue, due to a violation of the minimum housing code for residential structures. The expected cost to demolish the existing structure is approximately \$5,500 plus the cost to remove any asbestos found. Funding for demolition would come out of the Planning Department budget. Mr. Gordon added there has been no progress made since the May 22, 2017 Council Meeting.

Mr. Wilson asked if the taxes had been paid. Mr. Gordon responded to his knowledge, taxes have not been paid.

Mr. Jackson asked if Mrs. Robbins has communicated at all since the last meeting. Mr. Gordon explained that Code Enforcement Officer Tony Cline has been the contact person and to his knowledge, has been minimal communication and that the four conditions had not been satisfied.

Mr. Dayvault stated he was really disappointed this house is still in the same condition. He has driven by many times and wished that someone would restore it. He feels it is a unique house and is disappointed that the house looks the same as it did three months ago.

Mayor Hinnant asked Mrs. Robbins to come back to the podium. She listed 619 South Harding Avenue on the speaker's card and asked if she was living at the house or owns the house.

Debbie Robbins of 619 South Harding Avenue told Council currently, she is living at a hotel; however, the mail is still being delivered to the South Harding address. She has had two deaths in the family since she last came and spoke to Council. She is meeting with a lawyer and family members on Wednesday about ownership of the property. She claims that paperwork was send to Mr. Tony Cline showing where relatives had signed over the deed to her husband. Friday, she



1 will be going to the tax office to pay the taxes, but was waiting to meet with the family members  
2 about the deed. She has a print out of what the contractors; general engineering and architect  
3 charged her.

4  
5 Mayor Hinnant asked Mrs. Robbins what is the budget she has in mind for fixing up the  
6 property. Mrs. Robbins said \$450,000. Mayor Hinnant replied "You are going to invest \$450,000  
7 in this house". She said yes, it is taking a lot of money. They are expanding some of the rooms  
8 and fixing upstairs and landscaping. He asked how long she anticipates it will take. She  
9 responded before Christmas. Mayor Hinnant asked if she had a deal with a contractor. She stated  
10 that she has three and is trying to decide which one. Mayor Hinnant asked if the house had an  
11 operational heating system. She said it did, but they took it out because they wanted to change it  
12 out. Everything needs to be re-wired anyway. They are gutting it down to the bare, with re-  
13 wiring and all new plumbing.

14  
15 Mr. Wilson asked why not just tear down the house and rebuild. Is it someone to do with the  
16 past? Mrs. Robbins said it was her husband's old home site and the engineer said he would not  
17 tear it down, but re do it. She would prefer to demolish and rebuild, but her husband wants to  
18 renovate it.

19  
20 Mayor Hinnant asked how this house could be completed in a six month time when nothing has  
21 been done in the last three months. She has had plenty of opportunity to demonstrate to Council  
22 that she wanted to do something to revitalize this home. He said she could have gotten estimates  
23 for plumbing and heating. She has all that and was waiting on final plans from the architect.

24  
25 Council Member Kincaid told Mrs. Robbins that Council is hearing the same thing now as they  
26 did three months ago. Council gave her 90 days in order provide four things: paid taxes, secure  
27 ownership, retain contractor and engineer to prepare drawings as to the improvements to the  
28 house. None of these four have been done. Council gave her three months and she promised to  
29 have these things done. He asked "What do you expect us to do now?" She said the drawings  
30 have been done. Mr. Kincaid added "We don't see them". She said she has not given them to the  
31 city yet. She said there had been a couple of things that happened in the meantime that put her  
32 behind. In regards to ownership, papers have been sent to California, Denver and all over the  
33 place.

34  
35 Mr. Dayvault's biggest concern is that they are hearing one thing from Staff that they have not  
36 heard anything from you. You are telling Council that all these things have been done. He wants  
37 to see this house fixed, but why is staff telling them they don't have any of these things  
38 documented. She was told three months ago all these things had to be done.

39  
40 Mr. Wilson questioned why she has \$450,000 set aside, but not paid the taxes. Mrs. Robbins  
41 wanted to be sure she is not paying taxes for everyone else. She has a lawyer who is handling the  
42 ownership of the property. Mr. Robbins said how about if I take my money and go somewhere  
43 else.

44  
45 Mayor Hinnant said that Council goes through this repeatedly and try to give the owner the  
46 benefit of the doubt and wind up in the same position as we are right now. As the owners don't  
47 do what they say they are going to do. As a result, don't know how we move forward to help the  
48 homeowner.



1 Council Member Haas noted that until the ownership of the property has been taken care of, they  
2 can't go out and legally sign a contract unless all the owners agree. He isn't worried that much  
3 about drawings or paid taxes until they have ownership of the house. It is his guess it is very  
4 difficult issue to get ownership of this house. The only thing he would be willing to extend is a  
5 very short time and the ownership has to be settled by the end of the week, the Ordinance would  
6 automatically become effective.

7  
8 Council Member Dayvault suggested that within two weeks, Mrs. Robbins needs to  
9 communicate formally with City Staff and if in the two weeks, there is still no communication,  
10 he agrees with Roger. The ownership will be the hardest thing to resolve. However, Mrs.  
11 Robbins should be able to pay the taxes, an engineer and contractor retained, documentation of  
12 drawings and proof from an attorney that the ownership is being done.

13  
14 City Attorney Safrit noted that upon a preliminary examination of the ownership, in reference to  
15 the names on the deed, there has been a death of a couple of individuals and are scattered from  
16 North Carolina to California. He suggested an opinion on the title from an attorney saying these  
17 individuals are now the only owners of the property.

18  
19 Council Member Berry made a motion to continue this matter until the June 26<sup>th</sup> meeting and  
20 that Mrs. Robbins is to bring evidence of paid taxes, opinion on the title from an attorney saying  
21 these individuals are now the only owners of the property, a signed agreement with contractor  
22 and engineer and drawings or plans. The motion was seconded by Council Member Kincaid and  
23 approve by a 6-1 vote with Council Member Haas voting no.

24  
25 **Resolution amending Chapter 11-23 Noise Ordinance of the Code of Ordinances to**  
26 **Prohibit Unmuffled Engine Compression Braking** (Walter M. Safrit, II, City Attorney and  
27 Wilmer Melton, III, Director of Public Works) (Copy included as Exhibit G)

28  
29 City residents have complained about noise created by use of engine compression brakes.

30  
31 A compression release engine brake, frequently called a Jake brake or Jacobs brake, is an engine  
32 braking mechanism installed on some diesel engines. When activated, it opens exhaust valves in  
33 the cylinders after the compression cycle, releasing the compressed air trapped in the cylinders,  
34 and slowing the vehicles. Although Jake brake properly refers to the Jacobs brand of engine  
35 brakes, the term has become a generalized trademark and is often used to refer to engine brakes  
36 or compression release engine brakes in general, especially on large vehicles or heavy  
37 equipment.

38  
39 When the driver releases the accelerator on a moving vehicle powered by a diesel engine, the  
40 vehicle's forward momentum continues to turn the engine's crankshaft, drawing air into the  
41 cylinders as the pistons move down and compressing that air as the pistons move back up. The  
42 pressure of the compressed air pushes back on the un-going pistons, tending to slow the  
43 vehicle. But, without a compression release mechanism, as the piston passes through top dead  
44 center and heads back down again, the compressed air in the cylinder acts as a spring and pushes  
45 the piston down, returning most of the work done in compression back to the crankshaft, creating  
46 very little braking effect. The engine turns freely and the vehicle coasts. When a compression  
47 release engine brake is active, a valve releases the pressure from the cylinder before the piston  
48 starts back down, so the slowing effect is present on the up stroke, but no accelerating effect is  
49 present on the down stroke and the net effect is the vehicle slows down. The driver controls



1 consist of an on/off switch and, sometimes, a multi-position switch that controls the number of  
2 cylinders on which the brake is active. When the driver has turned on the compression release  
3 engine brake, it will activate when the driver releases the accelerator. There are also switches on  
4 the clutch and accelerator pedals that deactivate the compression brake when the driver  
5 disengages the clutch or presses the accelerator.

6  
7 A muffler mechanism can be installed to eliminate or substantially reduce the noise created by  
8 this system.

9  
10 The use of compression release engine brakes without proper muffling systems may cause a  
11 vehicle to make a loud chattering or “machine gun” exhaust noise, especially vehicles having  
12 high flow mufflers, or no mufflers at all, causing many communities in the United States and  
13 Canada to prohibit compression braking within municipal limits. Drivers are notified by  
14 roadside signs with legends such as “Brake Retarders Prohibited,” “Engine Braking Restricted,”  
15 “Jake Brakes Prohibited,” “Compression Braking Prohibited,” or “Unmuffled Compression  
16 Braking Prohibited,” and enforcement is typically through fines. Such prohibitions have led to  
17 the development of new types of mufflers and turbochargers to better silence compression  
18 braking noise. Jacobs claims that the use of Jake Brakes on signs prohibiting engine retarding  
19 brakes violates their trademark and discriminates against Jacobs brand products.

20  
21 The NCDOT Standard Practices (copy attached) recommends a sign stating “Unmuffled Engine  
22 Braking Prohibited”.

23  
24 Council Member Kincaid stated he was surprised to see this on the agenda, as he lives on  
25 Kannapolis Parkway. He doesn’t hear the brake noise. Mr. Haas stated that he gets calls all the  
26 time. Mr. Dayvault stated he grew up on 29 and has heard all his life.

27  
28 Council Member Dayvault made a motion to approve a Resolution amending Chapter 11-23  
29 Noise Ordinance of the Code of Ordinances to Prohibit Unmuffled Engine Compression  
30 Braking. Motion was seconded by Mayor Pro tem Wilson and approved by unanimous vote.

31  
32 **CITY MANAGER UPDATES:**

33 Ken Argo currently serves as the City’s representative on the ABC Board of Directors. Mr.  
34 Argo’s tem will expire this month and has decided not to serve another term. If Council has any  
35 recommendations to replace Mr. Argo, please let him know. Mr. Legg noted there will be a re-  
36 print of the Kannapolis History Book with a new chapter added pertaining to downtown.

37  
38 **CITY COUNCIL COMMENTS:** None.

39  
40 **CLOSED SESSION:**

41 Mayor Pro tem Wilson made a motion to close the session G.S. 143-318.11 (a) (3) to consult  
42 with an attorney in order to preserve the attorney-client privilege and G.S. 143.318.11 (a) (4) for  
43 discussing matters relating to the location or expansion of industries or businesses in the area.  
44 Council Member Kincaid seconded the motion and it was approved by unanimous vote.

45  
46 City Council went into closed session at 7:45 PM on Monday, June 12, 2017.

47  
48 Council Member Dayvault made a motion to come out of closed session. Motion was seconded  
49 by Mayor Pro tem Wilson and approved by unanimous vote.



1  
2 Council resumed regular session at 8:50 PM on Monday, June 12, 2017.  
3

4 There being no further business, Council Member Jackson made a motion to adjourn. Motion  
5 was seconded by Council Member Berry and approved by unanimous vote.  
6

7 The meeting adjourned at 8:50 PM on Monday, June 12, 2017.  
8  
9

10  
11  
12 \_\_\_\_\_  
13 Bridgette Bell, MMC, NCCMC  
City Clerk

\_\_\_\_\_  
Milton D. Hinnant  
Mayor





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** City Manager, City Attorney  
**TITLE:** Second Amendment to Declaration of Covenants for Second Creek Property

**A. Action Requested by City Council**

**Motion to adopt the Resolution Authorizing the Second Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Second Creek Property.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

**First Issue**-Council will recall that the City sold a substantial amount of Second Creek property to the conservation organization, The LandTrust of Central North Carolina. Prior to the LandTrust acquiring the Property, the City placed Easements, Covenants, Conditions, and Restrictions (CCR's) on Property for the express purpose of protecting natural resources on and downstream of Property, which is in the watershed of one of the City's drinking water intakes. The CCR's can be found at Rowan County Registry Book 1077, Page 666. A second set of CCR's were recorded in Book 1077, Page 667 for other tracts a portion of which were ultimately be sold to Scott Firczak. As part of the sale documents to Firczak it was agreed that the Second CCR's would be amended in such a way as to make the Property usable for limited residential and recreational purposes while continuing to protect natural resources of Property ("First Amendment"). However, there was an error in the description. The error to be corrected is that the First Amendment referred to the set of CCR's recorded in Book 1077 at page 666 and should have referred to the CCR's in Book 1077, page 667.

**Second Issue**-The Second CCRs were originally amended in 2011 at the request of Firczak with the approval of City for limited residential and recreational purposes, specifically, to allow two houses to be built with one being subdivided out on a parcel 5 acres or more. Firczak has now requested a Second Amendment which would allow a smaller tract containing 2.454 acres. City staff has no objection as it is consistent with and has no negative effect on protection of water resources near the property. The Second Amendment presented resolves both the First and Second Issues stated above.



<b>D. Fiscal Considerations</b>
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None

<b>E. Policy Issues</b>
-------------------------

The Resolution approving the Second Amendment is consistent with Covenants, Conditions and Restrictions protecting the water quality of the Second Creek property as a water source for the City.

<b>F. Legal Issues</b>
------------------------

The action requested is necessary to correct a typographical error and amend the previously recorded protective covenants.

<b>G. Alternative Courses of Action and Recommendation</b>
--

1. **Adopt the Resolution. (Recommended)**
2. Amend the Resolution as desired by Council and then adopt.
3. Fail to adopt the Resolution.

ATTACHMENTS:

File Name

- ▣ Resolution\_Amending\_Declaration\_Of\_Easements\_Covenants\_Conditions\_Restrictions\_-\_Second\_Creek\_(7-7-17).doc
- ▣ CLEAN\_COPY\_Second\_AmendmentToTheDeclarationOfEasementsCovenantsConditionsRestrictions\_207\_acre\_Firczak\_Tract\_(7-7-17).doc



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION AMENDING DECLARATION  
OF EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS RELATING TO SECOND CREEK**

WHEREAS, the City previously owned acreage in the Second Creek area of Rowan County which was and is an important water resource for the City; and

WHEREAS, a portion of the Second Creek property was sold in 2006 to The LandTrust of Central North Carolina; and

WHEREAS, prior to the LandTrust conveyance the property was encumbered by Declarations of Easements, Covenants, Conditions and Restrictions ("CCR's) for environmental protection of the water supply; and

WHEREAS, in anticipation of a sale by the LandTrust of a portion of the property to a third party, Scott Firezak, an Amendment to the CCR's ("First Amendment") was approved by City Council limiting residential and recreational use; and

WHEREAS, there exists a typographical error in the First Amendment which should be corrected; and

WHEREAS, in addition to correcting the typographical error, an additional change relating to subdivision of the property has been requested; and

WHEREAS, the Council deems that the typographical error should be corrected and the change in the subdivision provision should be allowed as set forth in the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Second Amendment attached hereto and incorporated herein is hereby approved and adopted by Council.
2. The City Manager and City Clerk are hereby authorized to execute the Second Amendment on behalf of the City.
3. The City Manager is authorized to further revise the Second Amendment adopted by this Resolution provided the revisions are not substantive and are consistent with the general intent of this Resolution.



Adopted the 24<sup>th</sup> day of July, 2017.

---

Milton D. Hinnant  
Mayor

ATTEST:

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Bridgette Bell, MMC, NCCMC  
City Clerk



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Prepared by: Walter M. Safrit, II, City Attorney, City of Kannapolis  
Return to: Walter M. Safrit, II, City Attorney, City of Kannapolis, 401 Laureate Way, Kannapolis, NC 28081

**STATE OF NORTH CAROLINA**

**COUNTY OF ROWAN**

**SECOND AMENDMENT TO THE  
DECLARATION OF EASEMENTS,  
COVENANTS, CONDITIONS AND  
RESTRICTIONS**

THIS SECOND AMENDMENT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Restrictive Covenants") is made on this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Kannapolis, a North Carolina municipal corporation ("Declarant"), and The Land Trust for Central North Carolina, Inc, a North Carolina nonprofit corporation ("The LandTrust"), and Scott Firczak ("Firczak") and wife Susan Firczak (collectively referred to as "The Firczaks"), for themselves and for their successors in title to the real property encumbered hereby.

**RECITALS AND CONSERVATION PURPOSES**

WHEREAS, Firczak is the sole owner in fee simple of the property being approximately 206.75 acres in Rowan County, State of North Carolina and being all of that certain real property as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein ("Property"), having acquired the Property from The LandTrust by deed recorded in Book 1184, page 720, Rowan County Registry; and

WHEREAS, prior to The LandTrust acquiring the Property, Declarant was the owner of the Property and Declarant placed Easements, Covenants, Conditions, and Restrictions on Property for the express purpose of protecting natural resources on and downstream of Property, which is in the watershed of one of Declarant's drinking water intakes. Said Easements, Covenants, Conditions, and Restrictions on the property can be found at Rowan County Registry Book 1077, Page 667; and

WHEREAS, Property is only a portion of a larger parcel purchased by The LandTrust from Declarant as described in Rowan Registry Book 1114, Page 819; and



WHEREAS, at the time The LandTrust was to sell the Property to Firczak the Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 667 were to be amended in such a way as to make the Property usable for limited residential and recreational purposes while continuing to protect natural resources of Property; and

WHEREAS, the existing Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 667 allow for amendment by Declarant under Article V, Paragraph D; and

WHEREAS, at the time The LandTrust was to convey the Property to Firczak, the Declarant and The LandTrust did intend to amend the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 667, by an Amendment to the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in Book 1184, page 15, Rowan County Registry ("First Amendment"); and

WHEREAS the First Amendment was intended to allow for some additional limited permitted activities and use of the property, including without limitation the right construct two residences and subdivide out one parcel from the Property;

WHEREAS, the First Amendment advertently referenced Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 666, rather than the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 667, and the parties hereto this Second Amendment of Restrictive Covenants do mutually wish to correct Book and page reference; and

WHEREAS the parties hereto do further wish to amend the permitted outparcel size;

WHEREAS, Declarant's governing body (the Kannapolis City Council) has considered amending said Declaration of Easements, Covenants, Conditions, and Restrictions recorded in the Rowan County Registry Book 1077, Page 667 at a regularly called meeting for purposes of requesting said amendment; and

WHEREAS, said request for amendment of Easements, Covenants, Conditions, and Restrictions was favorably received, discussed, voted upon, and approved by Declarant in a public meeting on Monday July 24, 2017; and

WHEREAS, the Property is predominately agricultural in character and use which has not been subject to significant development, portions of which provide "relatively natural habitat for fish, wildlife or plants or similar ecosystem" as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code; and

WHEREAS, the property contains many streams, creeks and other bodies of water adjacent to and in the watershed of Second Creek, a major tributary of the South Yadkin River, and has outstanding open space and scenic and recreational qualities, the preservation of which is pursuant



to federal, state and local government policy and will yield significant public benefit as evidenced by:

- (1) Requirements promulgated by the State of North Carolina for a basin wide management plan for the Yadkin-Pee Dee River, for the purpose of protecting water quality, public water supply, significant wetlands and natural areas along the corridor; and
- (2) Recognition by the legislature of the importance of protecting water quality as set forth in N.C.G.S. 113A-251; and

WHEREAS, North Carolina law generally, and the Uniform Conservation and Historic Preservation Agreements Act, specifically, N.C.G.S. 121-34 *et seq.*, provides, *inter alia*, for the enforceability of restrictions, easements, covenants or conditions appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use.

NOW, THEREFORE, the Declarant and the parties hereto do hereby amend the Declaration of Easements, Covenants, Conditions, and Restrictions and the First Amendment to apply to the Property and to read as follows:

The Property is and shall be held, sold and transferred, conveyed and occupied subject to the amended covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of and encumber each subsequent owner thereof.

#### **ARTICLE I. DURATION OF RESTRICTIVE COVENANTS**

A. Duration. These Restrictive Covenants shall be construed to be covenants running with the land and, with any amendments shall be binding and effective until January 1, 2095, at which time they shall be automatically extended for successive periods of five (5) years; provided that these Restrictive Covenants may be terminated at any time by recordation of an instrument of termination executed by Declarant, or by the formal designation by the State of North Carolina as a preserve or natural area so as to protect the natural resources on the property in perpetuity so long as such designation is consistent with the terms, provisions and conditions hereof.

B. Unaffected Property. These Restrictive Covenants shall have no force or effect as to any real property, whether owned by the Declarant or by others, except that real property specifically described herein as the Property.



## **ARTICLE II. RIGHTS RESERVED TO DECLARANT**

Declarant reserves certain rights accruing from current ownership of the Property, including the right to engage in or permit others to engage in uses of the Property that are not inconsistent with the purpose(s) of these Restrictive Covenants. The following rights are expressly reserved:

A. Declarant Water Supply. Notwithstanding the provisions of these Restrictive Covenants nothing herein shall be deemed to prohibit, impair, alter or otherwise limit the activities deemed necessary by the Declarant, its successors and assigns, to continue use of Second Creek, Kerr Creek, Sloan Creek, Back Creek or other creeks and bodies of water located thereon (collectively referred to as "Second Creek Streams") for the withdrawal of water at the pump station (the "Pump Station" hereinafter defined) located therein together with the right to maintain, construct and reconstruct all pumping facilities including also the right to dredge or otherwise improve, maintain, build and rebuild the water retention area at the Pump Station and Second Creek Streams from which water is removed.

B. Ingress, Egress, Regress and Inspection. Declarant hereby reserves a perpetual easement in gross upon the Property for itself, its successors and assigns, which easement and right of way shall be for ingress, egress and regress upon the Property for the purpose of inspecting, maintaining, building and rebuilding Second Creek Streams inclusive of all other creeks and waterways located on the Property which is used as the delivery system for transmission of water to the City reservoir together with all water transmission pipes systems and facilities at Kannapolis Lake, Kannapolis, North Carolina. Nothing in these Restrictive Covenants shall be construed to prevent Declarant from constructing and maintaining paved or other hard surfaced roadways along any access easements reserved by Declarant in any previously recorded document.

Declarant shall, in exercising its rights under such paragraphs A and B, make reasonable effort to minimize the effect of such exercise on the Property restricted by these restrictive covenants.

## **ARTICLE III. PROHIBITED AND RESTRICTED ACTIVITIES**

Any activity on, or use of, the Property inconsistent with the purposes of these Restrictive Covenants is prohibited. The Property shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of these Restrictive Covenants set forth above, except as permitted herein.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited, except for farming operations or controlled hunting preserve activities, provided that any such activities are undertaken in accordance with Best Management Practices promulgated by the State of North Carolina and consistent with North



Carolina Wildlife Resources Commission administrative rules and regulations, and which further do not have a significant negative impact to water quality in Second Creek Streams.

B. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural and animal husbandry operations are restricted to those which are conducted in accordance with Best Management Practices promulgated by the State of North Carolina and do not have negative impact to water quality in Second Creek Streams.

C. Construction of Buildings and Structures. Except as specifically provided hereinafter, there shall be no constructing or placing of any building, structure, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Property without the express consent of Declarant. Local, state or federal traffic or similar information signs; for sale or lease signs; signs identifying the conservation values of the Property or the conservation purposes to which it is restricted; educational and interpretative signs; identification labels; trespass signs; or any other similar temporary or permanent signs may be permitted. Notwithstanding the foregoing, the property owner and its successors and assigns shall be permitted to:

- (1) Construct a maximum of two (2) single family residences on the Property, ("Site" or "Sites") , having a location, size, and configuration approved in writing in advance of such conveyance by Declarant. One of the permitted Sites may be subdivided from Property, with all terms of these Easements, Covenants, Conditions, and Restrictions remaining in full force and effect for the subdivided outparcel and the remnant portion of the Property. In the event a permitted subdivision occurs with a permitted residence herein, such subdivision shall consist of no less than two and four-tenths (2.4) acres.

Similarly, for purposes of assisting an adjoining landowner in straightening a property boundary line, one other subdivision may be made with no additional home sites or other infrastructure permitted, and with all terms of these Easements, Covenants, Conditions, and Restrictions on Property remaining in full force and effect. Said additional non-residential Site subdivision shall be limited to one acre or less in size.

The right to construct two (2) single family residences provided herein is cumulative to all present and future owners of the Property or any permitted subdivided outparcels thereof. Therefore there shall never be more than a total of two (2) residences on the Property.

- (2) Construction of one agricultural support building (barn) to be used for storing agricultural and hunting equipment, supplies, and agricultural products, as well as providing some meeting or gathering area for visitors to farm shall be permitted if located no closer than five hundred feet (500') from any Second Creek Stream and out of the five hundred (500) year flood



plain. Said barn shall be limited in size to no more than three thousand (3000) square feet of above ground surface area ("footprint"). Furthermore, two unpaved, natural surface (pervious) pens for raising animals shall be permitted if located no closer than five hundred feet (500') from any Second Creek Stream.

D. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion, restoring or creating wetland or other water features designed to improve water quality entering Second Creek or any Second Creek tributaries, or incidental to any conservation management activities otherwise permitted in these Restrictive Covenants.

E. Second Creek Streams and Wetlands Water Quality. There shall be no pollution or alteration of Second Creek Streams, other streams or water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, turbidity, sedimentation and/or flow in or over the Property or into any surface waters, or cause soil degradation or erosion nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology and wetlands restoration or enhancement as permitted by State and any other governmental regulatory authorities. No activity which does or will diminish, degrade, limit or otherwise alter or impair Declarant's extraction of water from the Second Creek Streams Pump Station or the normal quality thereof will be permitted.

In addition to the foregoing, two stream buffers shall be permanently established as described hereafter:

- (1) A minimum thirty (30) foot stream buffer (the "Stream Buffer") shall be established on both sides of all Second Creek Streams and on all sides of water impoundments that are fed by Second Creek Streams. The size of a Stream Buffer shall be measured from the average annual stream bank perpendicularly for a distance of 30 feet plus four (4) times the average percent of slope of area adjacent to the stream. This slope shall be calculated by measuring a distance of 250 feet from the center of the stream. The percent of slope for this distance shall serve as the determining factor. However, the maximum distance shall not exceed 120 feet from the edge of the stream.
- (2) A vegetative setback shall be established along and extend out from all Stream Buffers. The vegetative setback shall be measured from the buffer boundary landward in a direction perpendicular to the edge of the Stream Buffer. Perennial vegetation shall be maintained within the vegetative setback. Any area disturbed within the vegetative setback shall be revegetated with perennial vegetation as soon as practical after the disturbance. No building, driveway, culvert, bridge or other structure or part



there of shall be erected, established, or constructed within this setback. The vegetative setback shall be twenty (20) feet.

F. Dumping. Dumping of soil, trash, ashes, non-containerized garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Property is prohibited.

G. Pathways and Trails. There currently exist several pathways and trails on Property which are used for agricultural equipment access. Property owner and its successors and assigns shall have the right to maintain existing pathways and trails, and shall also be allowed to create new pathways and trails through the Property, provided such pathways and trails shall be no larger than the minimum width necessary to allow the reasonable passage of a pedestrian, bicyclist, equestrian or agricultural machinery such as trucks and tractors and provided that said trails and pathways comply with the provisions set forth in Paragraph E above.

Maintenance of pathways and trails shall be limited to standard practices for non-paved pathways and trails, such as: grading and trail stabilization; the removal of dead vegetation; necessary pruning or removal of hazardous trees and plants; application of permeable materials such as sand, gravel, shell sand or crushed stone to repair or enhance the pathway or trail; application of permeable materials such as sand, gravel, shell sand, or crushed stone in the minimum amount needed to correct erosion.

H. Hunting and Fishing. Lawful hunting and fishing shall not be considered a prohibited activity.

#### **ARTICLE IV. ENFORCEMENT AND REMEDIES**

A. Enforcement. To accomplish the purposes of these Restrictive Covenants, Declarant is allowed to prevent any activity on or use of the Property or the Second Creek Streams that is inconsistent with the purposes of these Restrictive Covenants and to require the restoration of such areas or features of the Property that may have been damaged by such activity or use. Declarant may enforce these Restrictive Covenants by appropriate legal or equitable proceedings including damages, injunctive and other relief. Declarant shall also have the power and authority: (a) to prevent any impairment of the Property or the Second Creek Streams by acts which may be unlawful or in violation of these Restrictive Covenants; (b) to otherwise preserve or protect its interest in the Property or the Second Creek Streams; or (c) to seek damages from any person or entity violating these Restrictive Covenants. The rights and remedies of the Declarant provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to the Declarant to enforce these Restrictive Covenants.

B. Inspection. Declarant, its employees and agents and its successors and assigns, have the right, with reasonable notice, to enter the Property at reasonable times and reasonable manner for the purpose of inspecting the Property to inspect the Property for compliance with the terms, conditions and restrictions of these Restrictive Covenants.



C. No Waiver. Enforcement of the Restrictive Covenants shall be at the discretion of the Declarant and any forbearance by Declarant to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Declarant of such term or of any subsequent breach of the same or of any other term of these Restrictive Covenants or of Declarant's rights. No delay or omission by Declarant in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

## ARTICLE V. MISCELLANEOUS

A. Subsequent Transfers. The covenants and restrictions and provisions contained herein shall run with the land and shall be binding upon Declarant's successors in interest (the "Successors") and as herein provided. Any transferee of the Property shall take title subject to these Restrictive Covenants.

B. Recording. Declarant shall record this instrument and any amendment hereto in timely fashion in the official records of Rowan County, North Carolina, and may re-record it at any time as may be required to preserve its rights or the rights and interests of the State.

C. Notices. Any notices, requests or other communications permitted or required by this Agreement shall be sent by registered or certified mail, return receipt requested.

D. Amendments. Any amendment to these Restrictive Covenants shall require the written consent of Declarant. Any amendment(s) shall be in writing and effective upon recording in the public records of Rowan County, North Carolina.

E. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Restrictive Covenants and supersedes all prior discussions, negotiations, understandings or agreements relating to the Restrictive Covenants. If any provision, or portion thereof, is found to be invalid, the remainder of the provisions of these Restrictive Covenants and portions thereof, and the application of such provision and portion thereof to persons or circumstances other than those as to which it is found to be invalid, shall not be affected hereby, and shall be fully valid and enforceable to the fullest extent and duration allowed by applicable law. The Recitals set forth above and the Exhibits attached hereto are incorporated herein by reference.

F. Interpretation. These Restrictive Covenants shall be construed and interpreted broadly under the laws of the State of North Carolina, any ambiguities herein shall be resolved so as to give maximum effect to the conservation purpose sought to be protected herein.

G. Parties. Every provision of these Restrictive Covenants shall apply to Declarant's respective successors, assigns and all other successors in interest herein.

H. Merger. The parties agree that the terms of these Restrictive Covenants shall survive any merger of the fee and easement interest in the Property.



I. Severability. If any of the covenants, conditions or terms of these Restrictive Covenants shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding provided that in such event Declarant or Declarant's successors in interest shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of these Restrictive Covenants and to impart validity to such covenant, condition or term.

IN WITNESS WHEREOF, the Firczaks, Declarant and The LandTrust, by authority duly given, has hereunto caused these presents to be executed by their respective officers and its seal affixed, to be effective the day and year first above written.

DECLARANT:  
City of Kannapolis

By: \_\_\_\_\_  
Michael Legg, City Manager

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**NORTH CAROLINA**  
\_\_\_\_\_ **COUNTY**

I, a Notary Public of the County and State aforesaid, certify that Michael Legg personally came before me this day and acknowledged that he is City Manager of the City of Kannapolis, and that he, as City Manager Michael Legg, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



THE LANDTRUST FOR CENTRAL  
NORTH CAROLINA, INC.

\_\_\_\_\_(SEAL)

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**NORTH CAROLINA**  
\_\_\_\_\_**COUNTY**

I, a Notary Public of the County and State aforesaid, certify  
\_\_\_\_\_ personally came before me this day and acknowledged that he  
is \_\_\_\_\_ President to The LandTrust for Central North Carolina, Inc., and that he, as \_\_\_\_\_  
President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_,  
2017.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

\_\_\_\_\_(SEAL)  
**Scott Firczak**

\_\_\_\_\_(SEAL)  
**Susan Firczak**

\_\_\_\_\_



STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, the undersigned Notary Public of the County and State aforesaid, certify that Scott Firczak and Susan Firczak personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_



EXHIBIT A

(Property Description)

BEING all of the 206.75 acre more or less as illustrated on the plat recorded in Map Book 9995, page 7140, Rowan County Registry.





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Public Works Operations Center Parking Lot Resurfacing Contract

**A. Action Requested by City Council**

**Motion to award the Public Works Operations Center Parking Lot Resurfacing Contract to the lowest responsible bidder, Red Clay Industries, Inc. in the amount of \$277,663.38 and authorize City Manager to execute contract.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The Project consists of the improvements to the City of Kannapolis Public Works Operations Center located at 1401 Bethpage Road. Pavement will be repaired and/or removed to prepare for new surfaces of asphalt and concrete. Bids for the Project were opened on July 13, 2017. A total of 3 bids were received as follows:

<b><u>Contractor</u></b>	<b><u>Total Bid Amount</u></b>
Red Clay Industries, Inc.	\$277,663.38
Trull Contracting LLC	\$280,666.60
Carolina Siteworks, Inc.	\$327,298.73

The Contractor is awaiting notice to proceed on the Project to begin work. The contract has a substantial completion time of 30 calendar days and final completion time of 45 calendar days.

**D. Fiscal Considerations**

The Public Works Operations Center Parking Lot Resurfacing will be funded through General Fund Revenue.

**E. Policy Issues**

None



## **F. Legal Issues**

None

## **G. Alternative Courses of Action and Recommendation**

1. **Approve the motion to award the Public Works Operations Center Parking Lot Resurfacing Contract to the lowest responsible bidder, Red Clay Industries, Inc. in the amount of \$277,663.38 and authorize City Manager to execute contract. (Recommended)**
2. Reject the bid and delay the Project.

### **ATTACHMENTS:**

#### **File Name**

- 📎 Certified\_Bid\_Tabulation.pdf
- 📎 PWOC\_Parking\_Lot\_Resurfacing\_Map.pdf



**CONTRACT : The City Of Kannapolis Public Works Operation Center Parking Lot Improvements**  
**CERTIFIED BID TABULATION**

OWNER: CITY OF KANNAPOLIS  
 401 LAUREATE WAY  
 KANNAPOLIS, NORTH CAROLINA 28081

Page 1 OF 1



BID DATE: March 14, 2017 at 2:00 PM

BID DATE: March 14, 2017 at 2:00 PM

		Caroline Siteworks, Inc. PO Box 280 China Grove, NC 28023	Trull Contracting LLC PO Box 379 Mintland, NC 28107	Red Clay Industries Inc 10306 Industrial Drive Pineville, NC 28134	ENGINEERS ESTIMATE				
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	1	LS	Lump Sum	\$ 15,000.00	Lump Sum	\$ 10,000.00	Lump Sum	\$ 7,500.00
2	Flexible Pavement Reclamation (8" Depth)	4,923	SY	\$ 14.00	\$ 68,922.00	\$ 11.00	\$ 54,153.00	\$ 11.75	\$ 57,845.25
3	Asphalt removal and recompaction of ABC	4,328	SY	\$ 3.70	\$ 16,013.60	\$ 4.50	\$ 19,476.00	\$ 7.25	\$ 31,378.00
4	Asphalt Concrete Surface Course, Type S9.5B	1,033	TON	\$ 105.90	\$ 109,394.70	\$ 88.15	\$ 91,058.95	\$ 79.00	\$ 81,607.00
5	Asphalt Concrete Intermediate Course, Type 119.0B	857	TON	\$ 90.00	\$ 77,130.00	\$ 80.50	\$ 68,988.50	\$ 78.00	\$ 66,846.00
6	3800 PSI Concrete	6	CY	\$ 620.00	\$ 3,720.00	\$ 750.00	\$ 4,500.00	\$ 275.00	\$ 1,650.00
7	Undercut Excavation	100	CY	\$ 20.00	\$ 2,000.00	\$ 15.00	\$ 1,500.00	\$ 28.00	\$ 2,800.00
8	2'-6" Concrete Curb	115	LF	\$ 32.90	\$ 3,783.50	\$ 35.00	\$ 4,025.00	\$ 18.00	\$ 2,070.00
9	Removal of Curb	145	LF	\$ 10.90	\$ 1,580.50	\$ 10.00	\$ 1,450.00	\$ 5.00	\$ 725.00
SUB TOTAL				\$ 297,544.30		\$ 255,151.45		\$ 252,421.25	
10% CONTINGENCY				\$ 29,754.43		\$ 25,515.15		\$ 25,242.13	
TOTAL PROJECT BID				\$ 327,298.73		\$ 280,666.60		\$ 277,663.38	

Variance from Engineer's Estimate

5.94%

-9.16%

-10.13%

I HEREBY CERTIFY THIS BID TAB TO BE A TRUE  
 AND ACCURATE COPY OF THE BIDS RECEIVED:

*Will Miller III*

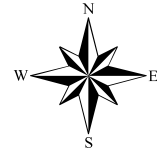




## Public Works Resurfacing Pavement

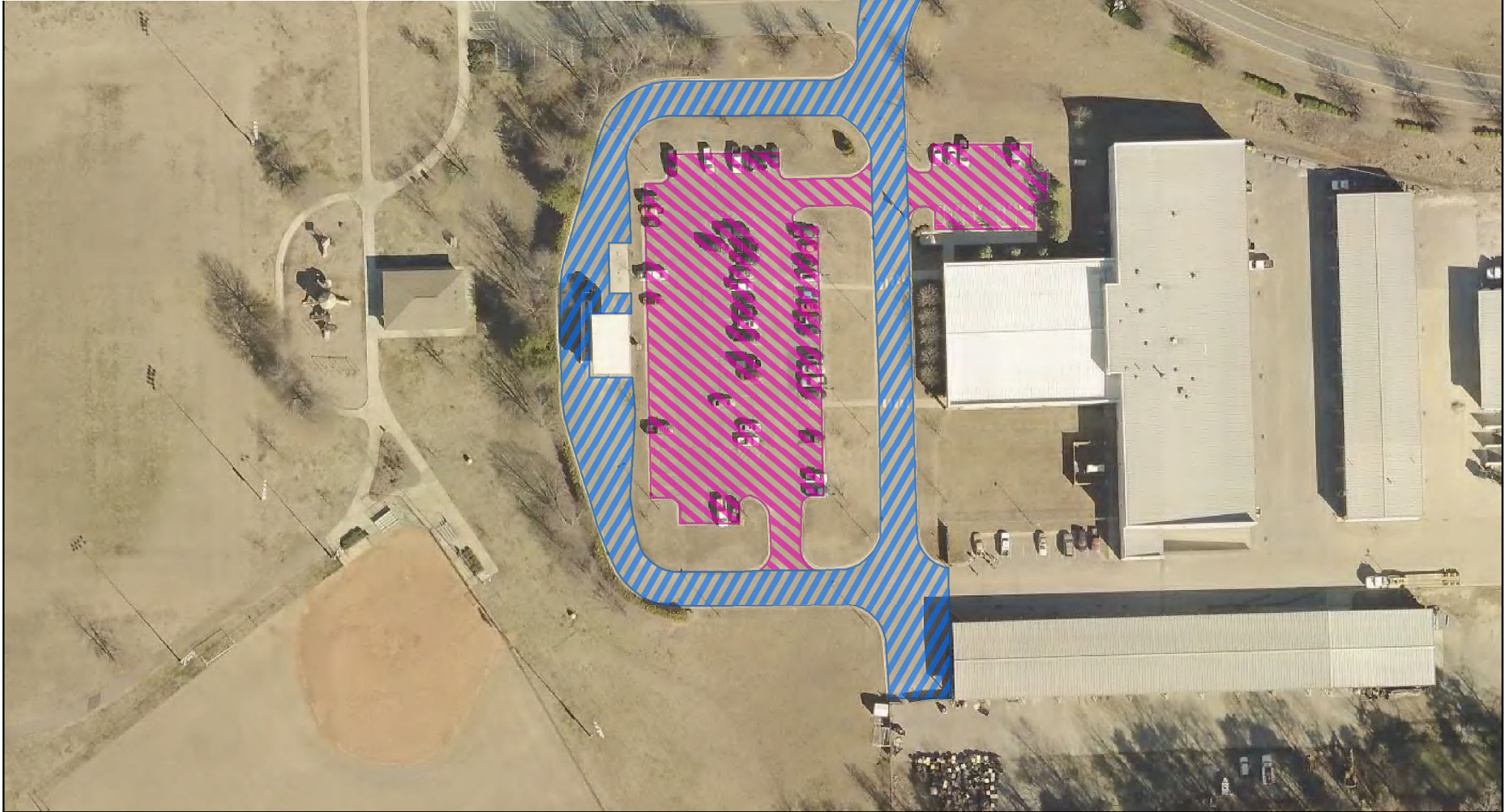
-  Heavy Duty
-  Light Duty

DISCLAIMER: This map is prepared from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data from various federal, state, and local agencies. Maps and associated information must be accepted and used by the recipient with the understanding that the primary information sources should be consulted for verification of the information contained on these maps. As such, the City of Kannapolis provides no warranties, expressed or implied, concerning the accuracy, completeness or reliability, or suitability of this data. Furthermore, the City of Kannapolis assumes no liability whatsoever associated with the use or misuse of such data.



1 inch = 100 feet

S:\GIS\PublicWorks\Resurfacing\Public Works Parking 2017\Resurfacing.mxd 6-20-17







**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Northwest Service District Contract 1 – Water Mains

**A. Action Requested by City Council**

- 1. Motion to award the Northwest Service District Contract 1 – Water Mains to the lowest responsible bidder, Hall Contracting, in the amount of \$1,255,100 and authorize the City Manager to execute contract**
- 2. Motion to approve the Project Ordinance.**
- 3. Motion to approve the Reimbursement Resolution.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The Project consists of approximately 12,000 feet of 12" water main and associated appurtenances. Bids were received on July 12, 2017 for the Project. A total of six (6) bids were received as follows:

<u>Contractor</u>	<u>Bids</u>
Hall Contracting	\$1,255,100
Concord Builders, Inc.	\$1,437,501
R. H. Price, Inc.	\$1,485,810
State Utility Contractors	\$1,496,690
Dellinger	\$1,499,630
Landsdown Earth and Pipe	\$1,878,220

**D. Fiscal Considerations**

The budget for the Northwest Service District Contract 1 - Water Mains will be funded through the Water/Sewer Fund.



### **E. Policy Issues**

Council approval is required to execute a contract in this amount.

### **F. Legal Issues**

None

### **G. Alternative Courses of Action and Recommendation**

1. **Approve the motion awarding the Northwest Service District Contract 1 – Water Mains to the lowest responsible bidder, Hall Contracting, in the amount of \$1,255,100 and authorize the City Manager to execute contract. (Recommended)**
2. Reject award of the Northwest Service District Contract 1 – Water Mains to the lowest responsible bidder, Hall Contracting, in the amount of \$1,255,100 as well as rejecting approval of the Project Ordinance and the Reimbursement Resolution.

#### **ATTACHMENTS:**

##### **File Name**

- ☐ Bid\_Summary.pdf
- ☐ Westside\_Utility\_\_Ext.\_\_2017\_-\_Amended\_Project\_Ordinance\_Amd\_18-1.pdf
- ☐ Wayne\_Bros\_Revised\_2017\_-\_Reimbursement\_Resolution.pdf



## SUMMARY OF BID OPENING

**Bid Opening - July 12, 2017 @ 2:00 p.m.**

**Northwest Service District, Contract 1 - Water Mains**

**City of Kannapolis**

**LKC Project No: Kann-16.01**

CONTRACTOR	ADDRESS	LICENSE #	Base Bid
Hall Contracting	Charlotte, NC	5689	\$1,255,100.00
Concord Builders, Inc.	Concord, NC	13447	\$1,437,501.00
R.H. Price, Inc.	Charlotte, NC	23401	\$1,485,810.00
State Utility Contractors	Monroe, NC	17793	\$1,496,690.00
Dellinger	Monroe, NC	5992	\$1,499,630.00
Landsdown Earth and Pipe	Monroe, NC	65343	\$1,878,220.00



*Reviewed and Certified as Presented Above*



**CITY OF KANNAPOLIS, NORTH CAROLINA  
ORDINANCE AMENDING THE DAVIDSON ROAD WATER MAIN  
& SUDBURY ROAD SEWER MAIN  
CAPITAL PROJECT ORDINANCE  
Amendment #18-1**

**BE IT ORDAINED** by the City Council of the City of Kannapolis, North Carolina meeting in open session this 24<sup>th</sup> day of July, 2017, that the following amendment to the Davidson Road Water Main & Sudbury Road Sewer Main Capital Project Ordinance for the City of Kannapolis, North Carolina is hereby adopted:

**FUND 315: DAVIDSON ROAD WATER MAIN & SUDBURY ROAD SEWER MAIN**

**SECTION I:** Increase Fund Revenue Estimate as follows:

Increase funds from Debt Proceeds (31595-39000)                      \$ 550,000

**SECTION II:** Increase Fund Expenditures as follows:

Capital Outlay (31500-59200)    \$ 550,000

This Ordinance is approved and adopted this 24<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Milton D. Hinnant, Mayor

ATTEST:

\_\_\_\_\_  
Bridgette Bell, NCCMC, MMC  
City Clerk



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KANNAPOLIS  
DECLARING THE INTENT OF THE CITY OF KANNAPOLIS TO REIMBURSE  
ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH  
THE PROCEEDS OF CERTAIN TAX-EXEMPT OBLIGATIONS TO BE ISSUED.**

**WHEREAS**, the City Council of the City of Kannapolis (the "*City*") has determined that it is in the best interest of the City to design and construct water and sewer lines and related structures in the Western area of Cabarrus County (the "*Project*");

**WHEREAS**, the City presently intends, at one time or from time to time, to finance all or a portion of the costs of the Project with the proceeds of tax-exempt obligations (the "*Bonds*") to finance, or to reimburse the City for, all or a portion of the costs of the Project; and

**WHEREAS**, the City desires to proceed with the Project and will incur and pay certain expenditures in connection with the Project prior to the date of issuance of the Bonds (the "*Original Expenditures*"), such Original Expenditures to be paid for originally from a source other than the proceeds of the Bonds, and the City intends, and reasonably expects, to be reimbursed for such Original Expenditures from a portion of the proceeds of the Bonds to be issued at a date occurring after the dates of such Original Expenditures;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kannapolis 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 Bonds. The City reasonably expects to issue the Bonds to finance all or a portion of the costs of the Project and the maximum principal amount of Bonds expected to be issued by the City to pay for all or a portion of the costs of the Project is \$6,250,000.

Section 2. ***Compliance with Regulations.*** The City adopts this Resolution as a declaration of official intent 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 the City for the Original Expenditures from proceeds of the Bonds.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the City, 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 issuance of the Bonds.

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

Adopted this 24<sup>th</sup> day of July 2017.

---

Milton D. Hinnant, Mayor

Attest:

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Bridgette Bell, NCCMC, MMC





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** City Manager, City Attorney  
**TITLE:** Adoption of Resolution Amending Chapter 9 of the Code of Ordinances

**A. Action Requested by City Council**

**Approve adoption of Ordinance amending Chapter 9, by the addition of Article IX, Alcoholic Beverages**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Senate Bill S155 (Session Law 2017-87) was passed and ratified (now G.S. 160A-205.3) on June 29, 2017, becoming law immediately to allow Sunday sales of alcoholic beverages beginning at 10:00 a.m. on Sundays if also permitted by City ordinance. The ordinance presented exercises that option. Previously, sales could not begin until noon on Sundays.

**D. Fiscal Considerations**

None.

**E. Policy Issues**

None.

**F. Legal Issues**

None.

**G. Alternative Courses of Action and Recommendation**

- 1. Adopt the Resolution. (Recommended)**
2. Adopt the Resolution following an amendment to it or the ordinance.
3. Decline to adopt the Resolution.



## ATTACHMENTS:

### File Name

- ▣ Resolution\_Approving\_Amendment\_to\_Kannapolis\_City\_Code\_of\_Ordinances\_(Alcoholic\_Beverages)\_7-14-17.doc
- ▣ Ordinance\_Amending\_Licenses\_\_\_Misc\_Business\_Regulations\_-\_Alcoholi\_Beverages\_(7-14-17).doc
- ▣ senate\_bill-attachment\_to\_Staff\_Report\_(Alcoholic\_Beverages).pdf



**RESOLUTION # \_\_\_\_\_**

**RESOLUTION APPROVING AN  
AMENDMENT TO KANNAPOLIS CITY CODE OF ORDINANCES**

WHEREAS, North Carolina General Statutes Chapter 18B authorizes municipalities to exercise limited regulatory authority over the licensing and permitting of places selling alcoholic beverages; and

WHEREAS, the exercise of that authority by the City of Kannapolis is for the benefit of the public health, safety and welfare of the citizens of the City; and

WHEREAS, North Carolina General Statutes Chapter 18B regulating intoxicating beverages and liquors should be adopted by the City; and

WHEREAS, pursuant to North Carolina General Statutes 160A-205.3 (Session Law 2017, Chapter 87, Senate Bill 155, Section 4) permitting Sunday sales of alcoholic beverages should be regulated as provided in the Code amendment.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Kannapolis Code of Ordinances is hereby amended to add Chapter 9, Article IX, "Alcoholic Beverages", a copy of which is attached hereto and incorporated herein.
2. The Ordinance shall take effect from and after adoption of this Resolution.

Adopted the 24<sup>th</sup> day of July, 2017.

---

Milton D. Hinnant  
Mayor

ATTEST:

---

Bridgette Bell, MMC, NCCMC  
City Clerk



**CITY OF KANNAPOLIS  
ORDINANCE**

The City Council for the City of Kannapolis DOES HEREBY ORDAIN that Chapter 9 of the Kannapolis City Code of Ordinances “Licenses and Miscellaneous Business Regulations” is hereby amended by the addition of Article IX, “Alcoholic Beverages” as follows:

**“ARTICLE IX. ALCOHOLIC BEVERAGES**

**Sec. 9-310. Findings and Purposes.**

The City Council does hereby find that:

- (a) North Carolina General Statutes Chapter 18B authorizes municipalities to exercise limited regulatory authority over the licensing and permitting of places selling alcoholic beverages and over consumption of alcoholic beverages.
- (b) The exercise of that authority by the City of Kannapolis is for the benefit of public health, safety and welfare of its citizens.
- (c) The provisions of this Article are intended to implement the authority of the City to the extent authorized by Chapter 18B.

**Sec. 9-311. Adoption of State Law.**

The State law regulating intoxicating liquors, as expressly set out in G. S. Chapter 18B, and any and all other regulations governing the use and sale of intoxicating liquors, is hereby specifically adopted as if fully set forth herein.

**Sec. 9-312. Sunday Sales of Malt Beverages, Unfortified Wine, Fortified Wine and Mixed Beverages.**

The sale of malt beverages, unfortified wine, fortified wine and mixed beverages shall be allowed within the corporate limits of the City on Sundays beginning at 10:00 a.m. pursuant to the licensed premises’ permit issued under G.S. 18B-1001.”

This Ordinance shall become effective from and after adoption this the 24<sup>th</sup> day of July, 2017.

\_\_\_\_\_  
Milton D. Hinnant  
Mayor

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk



ALLOW THE SALE OF ALCOHOLIC BEVERAGES BEFORE NOON ON SUNDAYS,  
SUBJECT TO LOCAL GOVERNMENT APPROVAL

SECTION 4.(a) G.S. 18B-1004(c) reads as rewritten:

"§ 18B-1004. Hours for sale and consumption....

(c) Sunday Hours. – Except as authorized pursuant to G.S. 18B-112(b1), 153A-145.7, or 160A-205.3, it shall be unlawful to sell or consume alcoholic beverages on any licensed premises from the time at which sale or consumption must cease on Sunday morning until 12:00 Noon on that day."

SECTION 4.(b) Article 6 of Chapter 153A of the General Statutes is amended by adding a new section to read:

"§ 153A-145.7. Hours of certain alcohol sales.

In accordance with G.S. 18B-1004(c), a county may adopt an ordinance allowing for the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages beginning at 10:00 A.M. on Sunday pursuant to the licensed premises' permit issued under G.S. 18B-1001."

SECTION 4.(c) Article 8 of Chapter 160A of the General Statutes is amended by adding a new section to read:

"§ 160A-205.3. Hours of certain alcohol sales.

In accordance with G.S. 18B-1004(c), a city may adopt an ordinance allowing for the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages beginning at 10:00 A.M. on Sunday pursuant to the licensed premises' permit issued under G.S. 18B-1001."

SECTION 4.(d) G.S. 18B-112 is amended by adding a new subsection to read:

"(b1) In accordance with G.S. 18B-1004(c), the Eastern Band of Cherokee Indians tribe may adopt an ordinance allowing for the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages beginning at 10:00 A.M. on Sunday pursuant to the licensed premises' permit issued under the authority of G.S. 18B-112(d)."





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Sherry Gordon, Community Development Program Administrator  
**TITLE:** Public Hearing for Use of CDBG Program Funds FY 2017-18

**A. Action Requested by City Council**

- 1) Conduct a public hearing to receive comments for the FY 2017-18 CDBG Annual Action Plan and;
- 2) Motion to approve the FY 2017-18 CDBG Annual Action Plan

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Each year the City must present within its Annual Action Plan submittal to HUD a defined work program for the funding level being sought. The City will submit its action plan to HUD by August 16, 2017. The plan is being made available to the public for a 15-day period will end on July 28, 2017.

The public hearing allows the City to receive citizens' comments or questions on the use of FY 2017-18 Community Development Block Grant (CDBG) funds. The City held a public hearing on April 24, 2017 but needs to hold a public hearing again due to change in allocation amount and HUD's delayed release of the annual allocations.

**D. Fiscal Considerations**

The City expects to receive \$336,305 in CDBG funds in FY 2017-18 (July 1, 2017 - June 30, 2018). It is recommended that the following activities be undertaken with the FY 2017-18 funds:

**Proposed Expenditures**

Infrastructure Improvements	\$89,434
Demolition	20,000
Urgent Repair	50,000
Section 108 Loan Repayment	59,610
Public Service	50,000
General Admin/Fair Housing	<u>67,261</u>



**TOTAL**

**\$336,305**

**E. Policy Issues**

None

**F. Legal Issues**

None

**G. Alternative Courses of Action and Recommendation**

- 1) Approve the FY 2017-18 CDBG Annual Action Plan. (Recommended)**
- 2) Use the funds for alternative activities as directed by Council.

**ATTACHMENTS:**

File Name

 Notice\_of\_Public\_Hearing\_-\_CDBG.pdf





### NOTICE OF PUBLIC HEARING

The Kannapolis City Council will hold a public hearing on Monday, July 24, 2017 at 6:00 p.m. in the Kannapolis City Hall/Police Headquarters, 401 Laureate Way, Kannapolis, NC. The purpose of this hearing is to receive citizens comments and questions on the use of Fiscal Year 2017-2018 Community Development Block Grant (CDBG) and HOME funds from the U.S. Department of Housing and Urban Development (HUD).

Each year the City must develop an Annual Action Plan and budget for submission to HUD for CDBG & HOME funds. The City expects to receive \$336,305 in CDBG funds and \$99,800 in HOME funds. All HUD funds must benefit low and moderate income persons, households or neighborhoods. All specific expenditures are detailed in the FY 2017-2018 Annual Action Plan, available for public inspection at the following locations: City of Kannapolis Administrative Offices, 401 Laureate Way, Kannapolis, NC and from the City's website: [www.kannapolisnc.gov](http://www.kannapolisnc.gov)

#### CDBG Proposed Expenditures

Infrastructure Improvements	\$ 89,434.00
Demolition	20,000.00
Urgent Repair	50,000.00
Section 108 Loan Repayment	59,610.00
Non-profit Partnerships	50,000.00
General Administration/Fair Housing	<u>67,261.00</u>
	\$ 336,305.00

#### HOME Proposed Expenditures

Senior Housing Tax Credit Project	\$ 99,800.00
(Prosperity Ridge Apts)	
Alternative project: Homeowner Rehab	

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **the City of Kannapolis**, should contact the office of **Tina H. Cline, Human Resource Director**, by phone at 704-920-4302 or by email at [tcline@fkannapolisnc.gov](mailto:tcline@fkannapolisnc.gov) as soon as possible but no later than 48 hours before the scheduled event.

Questions can be directed to Kannapolis Community Development at 704-920-4332



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### PUBLICATION DIRECTIONS

Publish in Non-Legal section only with black border.

**Please use all logos!**

Please publish on or before July 12, 2017.

**Mail affidavit of publication to the following address:**

City of Kannapolis  
CDBG Program  
401 Laureate Way  
Kannapolis, NC 28081  
Attn: Sherry Gordon  
(704) 920-4332





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Sherry Gordon, Community Development Program Administrator  
**TITLE:** Public Hearing for Use of HOME Program Funds FY 2017-18

**A. Action Requested by City Council**

- 1) Conduct a Public Hearing for the use of HOME program funds for FY 2017-18.**
- 2) Motion to Approve the Action Plan for the FY 2017-18 HOME funds.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The City is anticipating receiving \$99,800 from the Cabarrus/Iredell/Rowan HOME Consortium for Fiscal Year 2017-18 (July 1, 2017 - June 30, 2018). A twenty-five percent (25%) in local match is required to receive these funds and will be provided by carryover funds from previous year projects with Habitat for Humanity & CCM.

The City of Kannapolis joined the HOME Consortium in 2002 to receive these Entitlement HOME funds. The HOME program is a housing program under HUD with an emphasis primarily on affordable housing in which low to moderate income citizens must benefit.

The City is required to conduct a public hearing to receive citizen comments and questions about the use of HOME funds each year. The City of Concord, lead agent for the Consortium, will then submit the annual action plan for the HOME program to HUD by Aug. 16, 2017.

The City held a public hearing on March 27, 2017 but needs to hold it again due to the delayed release of HUD allocation amounts and due to the change in the proposed use of funds.

**D. Fiscal Considerations**

The City of Kannapolis will use the FY 2017-18 allocation to partner with Prosperity Unlimited, Inc. and Wesley Community Development Corporation to construct a senior housing project at 104 N. Little Texas Rd. that will consist of 60 units for low income senior citizens age 55 and



older.

The units will consist of 40 one bedrooms and 20 two bedrooms. Six of the unit will be fully ADA compliant. The alterative plan, if Prosperity Ridge is not ready to proceed is to provide homeowner rehab to those currently on our waiting list.

<b>E. Policy Issues</b>
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None

<b>F. Legal Issues</b>
------------------------

None

<b>G. Alternative Courses of Action and Recommendation</b>
--

**1) Approve the Action Plan for the FY 2017-18 HOME funds  
(Recommended)**

2) Use the HOME funds for alternative activities as directed by City Council.

**ATTACHMENTS:**

File Name

📎 Notice\_of\_Public\_Hearing\_-\_CDBG.pdf





### NOTICE OF PUBLIC HEARING

The Kannapolis City Council will hold a public hearing on Monday, July 24, 2017 at 6:00 p.m. in the Kannapolis City Hall/Police Headquarters, 401 Laureate Way, Kannapolis, NC. The purpose of this hearing is to receive citizens comments and questions on the use of Fiscal Year 2017-2018 Community Development Block Grant (CDBG) and HOME funds from the U.S. Department of Housing and Urban Development (HUD).

Each year the City must develop an Annual Action Plan and budget for submission to HUD for CDBG & HOME funds. The City expects to receive \$336,305 in CDBG funds and \$99,800 in HOME funds. All HUD funds must benefit low and moderate income persons, households or neighborhoods. All specific expenditures are detailed in the FY 2017-2018 Annual Action Plan, available for public inspection at the following locations: City of Kannapolis Administrative Offices, 401 Laureate Way, Kannapolis, NC and from the City's website: [www.kannapolisnc.gov](http://www.kannapolisnc.gov)

#### CDBG Proposed Expenditures

Infrastructure Improvements	\$ 89,434.00
Demolition	20,000.00
Urgent Repair	50,000.00
Section 108 Loan Repayment	59,610.00
Non-profit Partnerships	50,000.00
General Administration/Fair Housing	<u>67,261.00</u>
	\$ 336,305.00

#### HOME Proposed Expenditures

Senior Housing Tax Credit Project (Prosperity Ridge Apts)	\$ 99,800.00
Alternative project: Homeowner Rehab	

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of **the City of Kannapolis**, should contact the office of **Tina H. Cline, Human Resource Director**, by phone at 704-920-4302 or by email at [tccline@fkannapolisnc.gov](mailto:tccline@fkannapolisnc.gov) as soon as possible but no later than 48 hours before the scheduled event.

Questions can be directed to Kannapolis Community Development at 704-920-4332



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### PUBLICATION DIRECTIONS

Publish in Non-Legal section only with black border.

**Please use all logos!**

Please publish on or before July 12, 2017.

**Mail affidavit of publication to the following address:**

City of Kannapolis  
CDBG Program  
401 Laureate Way  
Kannapolis, NC 28081  
Attn: Sherry Gordon  
(704) 920-4332





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Mike Legg, City Manager  
**TITLE:** Kannapolis City Schools presentation on the Restart Program

**A. Action Requested by City Council**

None. Information only.

**B. Required Votes to Pass Required Action**

Presentation Only, no action required

**C. Background**

In an effort to improve student performance and better manage growing financial challenges, Kannapolis City Schools has entered into the Restart Program, a state sponsored effort designed to give schools systems more "charter-like" flexibility in administering their educational responsibilities. To be eligible, the schools must have been low-performing for two of the past three years.

Dr. Chip Buckwell, Superintendent at KCS, will present an overview of this program and how it will impact students and the community.

**D. Fiscal Considerations**

None.

**E. Policy Issues**

None.

**F. Legal Issues**

None.

**G. Alternative Courses of Action and Recommendation**

None. Information only.



**ATTACHMENTS:**

**File Name**

No Attachments Available





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Wilmer Melton, III - Director of Public Works  
**TITLE:** Kannapolis Downtown Infrastructure and Streetscape Phase 1 GMP Award

**A. Action Requested by City Council**

**Motion to amend the City's contract with Barton Malow Company to include the Phase 1 Downtown Infrastructure and Streetscape Guaranteed Maximum Price (GMP) in the amount of \$2,486,662 and authorize the City Manager to execute contract.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

The Kannapolis Downtown Infrastructure & Streetscape - Phase 1 Project will include the installation of new underground power distribution pathways from Vance Street to Laureate Way, and Main Street to Oak Avenue/Chestnut Avenue. Phase 1 also includes demolition, select tree removal and tree protection, temporary site fencing, and temporary parking modifications. This phase is slated to begin in August 2017 with completion in January 2018.

An additional amendment for the Phase 2 GMP of the project is likely to be presented to City Council at the November 27, 2017. This final phase of the project includes stormwater/water/sanitary sewer line replacement, sidewalks, plazas, landscaping, traffic and signal improvements, water features, new street lighting, restroom/pump house building, additional electric duct banks, and telecom improvements. Phase 2 is scheduled to begin in January 2018 with completion in April 2019.

**D. Fiscal Considerations**

The aforementioned work will be funded from interim financing to facilitate the initial Downtown infrastructure work. The original contract amount was \$140,000, with the amended contract Phase 1 GMP \$2,486,662. Making the new contract amount including this change order \$2,626,662.



### **E. Policy Issues**

Council approval is required for execution of contract.

### **F. Legal Issues**

None

### **G. Alternative Courses of Action and Recommendation**

1. **Approve motion to amend the City's contract with Barton Malow Company to include the Phase 1 Downtown Infrastructure and Streetscape Guaranteed Maximum Price (GMP) in the amount of \$2,486,662 and authorize the City Manager to execute contract. (Recommended)**
2. Reject the amendment to our contract with Barton Malow Company to include the Phase 1 Downtown Infrastructure and Streetscape Guaranteed Maximum Price (GMP) in the amount of \$2,486,662.

#### **ATTACHMENTS:**

##### **File Name**

- ❑ Downtown\_Infrastructure\_and\_Streetscape\_Project-Phase\_1\_Bid\_Pkg\_1\_GMP\_-\_Part\_1.pdf
- ❑ Downtown\_Infrastructure\_and\_Streetscape\_Project-Phase\_1\_Bid\_Pkg\_1\_GMP\_Part\_2.pdf
- ❑ Downtown\_Infrastructure\_and\_Streetscape\_Project-Phase\_1\_Bid\_Pkg\_1\_GMP\_Part\_3.pdf





**Barton  
Malow**

CITY OF KANNAPOLIS  
Downtown Infrastructure and Streetscape Project - Phase 1  
**BID PACKAGE 1 GMP**  
JULY 19, 2017



**LandDesign®**



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# ***Amendment Change Order***

**PROJECT** *(Name and address):*

Kannapolis Downtown Infrastructure &  
Streetscape Project  
West Ave. & West B St.  
Kannapolis, NC 28081

**CHANGE ORDER NUMBER:** 001

**DATE:** July 19, 2017

**TO CONTRACTOR** *(Name and address):*

Barton Malow Company  
1923B South Blvd.  
Charlotte, NC 28203

**EXECUTED CONTRACT DATE:** April 13, 2017

**CONTRACT FOR:** General Construction

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Incorporate attached Amendment No. 1 – Infrastructure Component Phase 1 (this summary is NOT inclusive of the Sports & Entertainment Venue work):

Original Contract Sum was	\$ 140,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 140,000.00
The Contract Sum will be changed by this Change Order in the amount of	\$ 2,486,662.00
The new Contract Sum including this Change Order will be	\$ 2,626,662.00

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.**

\_\_\_\_\_  
Barton Malow Company

**Contractor**

\_\_\_\_\_  
1923B South Blvd.  
Charlotte, NC 28203

**Address**

\_\_\_\_\_  
**By:** *(Signature)*

\_\_\_\_\_  
*(Printed Name & Title)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
City of Kannapolis, North Carolina

**Owner**

\_\_\_\_\_  
401 Laureate Way  
Kannapolis, NC 28081

**Address**

\_\_\_\_\_  
**By:** *(Signature)*

\_\_\_\_\_  
*(Printed Name & Title)*

\_\_\_\_\_  
*(Date)*



# SECTION ONE

## 1-1: Document List



1-1: Document List

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**A.1. TECHNICAL DRAWINGS & SPECIFICATIONS**

<b>DRAWINGS</b>		
<b>Civil</b>		
C-1.0	COVER SHEET	06/13/17
C-1.0A	OVERALL SURVEY	06/13/17
C-1.1	MATERIAL & STRUCTURE DEMOLITION PLAN	06/13/17
C-1.2	SITE & EROSION CONTROL DETAILS AND NOTES	06/13/17
C-2.1	OVERALL DUCT BANK PLAN	06/13/17
C-2.2	DUCT BANK PLAN & PROFILE – WEST B ST. FOOD LION	06/13/17
C-2.3	DUCT BANK PLAN & PROFILE – WEST B ST. & CHESTNUT AVE	06/13/17
C-2.4	DUCT BANK PLAN & PROFILE – LAUREATE WAY	06/13/17
C-2.5	DUCT BANK PLAN & PROFILE – WEST B ST. & SOUTH MAIN ST.	06/13/17
C-2.6	DUCT BANK PLAN & PROFILE – WEST B ST. SOUTHEAST	06/13/17
C-2.7	DUCT BANK PLAN & PROFILE – SOUTH MAIN ST.	06/13/17
C-2.8	DUCT BANK PLAN & PROFILE – SOUTH MAIN ST.	06/13/17
C-2.9	PRIVATE UTILITY DETAILS	06/13/17
C-3.1	STRIPING PLAN	06/13/17
C-4.1	OVERALL PHASE 1 STREET CLOSURE AND DETOUR PLAN	06/13/17

<b>TECHNICAL SPECIFICATIONS</b>		
<b>Division 1 – General Requirements</b>		
01 30 00	ADMINISTRATIVE REQUIREMENTS (Electronic File Distribution Form)	06/05/17
01 32 33	PHOTOGRAPHIC DOCUMENTATION	06/05/17
01 40 00	QUALITY REQUIREMENTS	06/05/17
01 45 33	STATEMENT OF SPECIAL INSPECTIONS	06/05/17
01 50 00	TEMPORARY FACILITIES AND CONTROLS	06/05/17
01 60 00	PRODUCT REQUIREMENTS	06/05/17
01 70 00	EXECUTION AND CLOSURE REQUIREMENTS	06/05/17
01 77 00	CLOSEOUT PROCEDURES	06/05/17
01 78 00	CLOSEOUT SUBMITTALS	06/05/17
01 78 39	PROJECT RECORD DOCUMENTS	06/05/17
01 79 00	DEMONSTRATION AND TRAINING	06/05/17
<b>Division 02 - Demolition</b>		
02 41 16	STRUCTURE DEMOLITION	06/05/17



1-1: Document List

02 41 19	SELECTIVE DEMOLITION	06/05/17
<b>Division 31 - Earthwork</b>		
31 00 00	EARTHWORK	06/05/17
31 10 00	SITE CLEARING	06/05/17
31 23 16.13	TRENCH EXCAVATION	06/05/17
31 23 16.26	ROCK EXCAVATION	06/05/17
31 23 19	DEWATERING	06/05/17
31 25 00	EROSION CONTROL	06/05/17
<b>Division 32 – Exterior Improvements</b>		
32 12 16	ASPHALT PAVING	06/05/17
32 13 13	CONCRETE PAVEMENT	06/05/17
32 13 73	PAVEMENT JOINT SEALANTS	06/05/17
32 17 13	PARKING BUMPERS	06/05/17
32 17 23	TRAFFIC CONTROL	06/05/17
32 92 10	LAWNS & GRASSES	06/05/17
32 92 20	SEEDING, SODDING & SPRIGGING OF TURFGRASS	06/05/17
<b>Appendices</b>		
Appendix A	WSAACC SPECIFICATIONS	
Appendix B	DUKE SPECIFICATIONS (DUCT BANK, MANHOLE, TRANSFORMERS)	
<b>Other</b>		
	ECS GEOTECHNICAL REPORT	02/13/16

**A.2. OTHER CONTRACT DOCUMENTS**

The project documents for Bid Package 1 include the following manuals:

A. Construction Manager Project Manual: Issue Date June 14, 2017

<b>INTRODUCTORY INFORMATION</b>		<b><u>ISSUE DATE</u></b>
00001	Project Manual Cover	June 14, 2017
00010	Table of Contents	June 14, 2017
00015	Listing of Documents	June 14, 2017
00030	Information and Identities	June 14, 2017
<b>BIDDING REQUIREMENTS</b>		
00100	Advertisement to Bid	June 14, 2017
00200	Instructions to Bidders	June 14, 2017
00210	Description of Work/Special Provisions	June 14, 2017



1-1: Document List

---

00215	General Work Scope	June 14, 2017
00220	Specific Work Scopes	June 14, 2017
	<i>Bid Category – 1A: Underground Electrical</i>	
	<i>Bid Category – 1B: Demolition</i>	
	<i>Bid Category – 1C: Temporary Site Fencing</i>	
00230	Schedule and Phasing	June 14, 2017
00300	Information Available to Bidders	June 14, 2017
00400	Bid Proposal Form	June 14, 2017

**CONTRACTING REQUIREMENTS**

00500	Agreement Form(Contract)	June 14, 2017
00810	On-Site Project Safety and Loss Control Program	June 14, 2017
00830	Substance Abuse Testing Program	June 14, 2017
00840	Hazardous Materials	June 14, 2017
00860	Business and Work Place Diversity	June 14, 2017
00880	Regulatory Requirements	June 14, 2017

**DIVISION 1 GENERAL REQUIREMENTS**

01140	Use of Premises	June 14, 2017
01250	Changes in the Work	June 14, 2017
01290	Payment Procedures	June 14, 2017
01310	Meetings	June 14, 2017
01320	Communications	June 14, 2017
01330	Submittals	June 14, 2017
01360	Coordination (General)	June 14, 2017
01370	Applied Technology	June 14, 2017
01400	Quality Requirements	June 14, 2017
01500	Interim Life Safety Plan	June 14, 2017
01520	Temporary Construction	June 14, 2017
01530	Field Engineering and Layout	June 14, 2017
01540	Cutting and Patching	June 14, 2017
01550	Clean-up and Final Cleaning	June 14, 2017



## 1-1: Document List

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### A.3. ADDENDA

Addendum No. 1 dated June 26, 2017 as prepared by Barton Malow Company consisting of the following documents:

- ADD 1\_Kannapolis Phase 1 Relocation Technical Specifications\_06.26.17.pdf
- ADD 1\_Phase 1 Private Utility Relocation Drawings\_06.26.17.pdf
- ADD 1\_PreBid Meeting Minutes\_06.16.17.pdf
- ADD 1\_PreBid Presentation\_06.16.17.pdf



# SECTION ONE

## 1-2: Alternate List





Alternate List

Accepted  
Alternates

**1 - General Conditions**

Not used.

**2 - Demolition**

Not used.

**3 - Site Excavation & Prep**

\$ 6,000

ALT2	Alternate 2 - Temporary Fence at Contractor Laydown/Parking Area	\$	52,000	Pending
ALT3	Alternate 3 - Temporary Fence Panels	\$	6,000	Accepted

**6 - Site Drainage & Utilities**

Not used.

**7 - Roads & Walks**

\$ -

ALT1	Alternate 1 - Deduct Asphalt Patching from BP1A	\$	(90,800)	Rejected
------	---	----	----------	----------

**8 - Site Improvements**

Not used.

**9 - Landscaping & Irrigation**

Not used.

**39 - Signalling**

Not used.

**44 - Electrical Systems**

\$ 50,000

ALT4	Alternate 4 - Encase Telecom Conduits in Concrete	\$	50,000	Accepted
------	---	----	--------	----------

**45 - Low Voltage Allowances**

Not used.

**47 - Safety Management**

Not used.

**48 - Clean Up**

Not used.

**49 - General Requirements**

Not used.

TOTAL ACCEPTED ALTERNATES

**\$ 56,000**



## SECTION ONE

### 1-3: Scope Hold & Allowance List



**Scope Hold & Allowance List**

<b>1 - General Conditions</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>2 - Demolition</b>	<b>\$</b>	<b>107,150</b>
SH1 Tree Removal & Tree Protection	\$	107,150
<b>3 - Site Excavation &amp; Prep</b>	<b>\$</b>	<b>38,688</b>
ALW1 NCDENR Tracking Pads at Temp Fence Gates Allowance	\$	19,500
ALW2 Relocate Temporary Fence Panels	\$	10,000
ALW3 Two Additional Gated Entries at West Avenue	\$	4,500
ALW4 250' of Posted Temporary Fence Allowance	\$	4,688
<b>6 - Site Drainage &amp; Utilities</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>7 - Roads &amp; Walks</b>	<b>\$</b>	<b>72,700</b>
SH2 Temporary Striping & Parking Modifications	\$	72,700
<b>8 - Site Improvements</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>9 - Landscaping &amp; Irrigation</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>39 - Signalling</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>44 - Electrical Systems</b>	<b>\$</b>	<b>144,371</b>
ALW5 Building Reconnections Allowance	\$	50,000
ALW6 Unidentified Utility Allowance	\$	25,000
ALW7 Ductbank Rock Excavation Allowance	\$	42,973
ALW8 Ductbank Unsuitable Soil Haul Off Allowance	\$	9,209
ALW9 Ductbank Suitable Fill Import, Place & Compact Allowance	\$	17,189
<b>45 - Low Voltage Allowances</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>47 - Safety Management</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>48 - Clean Up</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>49 - General Requirements</b>	<b>\$</b>	<b>-</b>
Not used.		
<b>TOTAL SCOPE HOLDS &amp; ALLOWANCES</b>	<b>\$</b>	<b>362,908</b>



## SECTION ONE

### 1-4: Clarifications & Qualifications



## **CLARIFICATIONS & QUALIFICATIONS**

### **A. GENERAL**

- 1 Documents utilized in preparation of this pricing consisted of the LandDesign Phase 1 Private Utility Relocation Package dated June 13, 2017, Technical Specifications dated June 5, 2017 and Addendum #1 dated June 26, 2017. We assume no responsibility for any drawings, animations or renderings previously prepared or provided. Pricing includes the scope of work indicated on these documents only and does not assume any intent for other elements which may have been a part of any past renderings.
- 2 All pricing in the estimate detail is prepared in current dollars as of the estimate date (July 2017). An allowance for escalation of material, petroleum, and commodity costs has not been included at this time.
- 3 Costs for LEED certification management, special commissioning, application fees, or any specialty design requirements should be carried as a part of the Owner's budget.
- 4 Contingency included in the estimate is for use by Barton Malow Company for construction issues related to the current design only, concurrent with the CM-Owner contract agreement, AIA A133 Section 2.2.4. Contingency is not intended for owner desired scope revisions, code issues, or for the purposes of effecting programmatic, scope, schedule or aesthetic changes in the design or construction of the project. Individual contingency expenditure up to \$50,000 shall be at the sole discretion of Barton Malow Company.
- 5 Estimate does not include trade contractor procured bonds. Trade contractor bond cost has been included via participation in a Subcontractor Default Insurance program.
- 6 The project has not been designed or priced assuming any FM Global requirements.

### **B. ALLOWANCES & ALTERNATES**

- 1 Items listed as allowances indicated sums intended for use to cover construction costs. These allowances do NOT include indirect cost mark ups or additional design required for such work.
- 2 Allowance expenditures up to \$50,000 shall be at the sole discretion of Barton Malow Company supported by appropriate documentation from the subcontractor(s) for quantities, time, etc. Allowances specifically noted as "Scope Hold" are intended to be procured through an informal bidding process.
- 3 Only alternates noted as "ACCEPTED" on the Alternate List have been included in the GMP value.

### **C. UNIT PRICES**

- 1 Unit prices are included as listed on the accepted subcontractor bid proposal form (inclusive of subcontractor furnish, install, overhead, profit, insurance, etc. as described on the Subcontractor Bid Form). These rates do NOT include additional indirect mark up cost(s) for Barton Malow Company

### **D. SCHEDULE**

- 1 This estimate is based upon a 6 month schedule during normal working hours (7:00 a.m. - 5:00 p.m. Monday through Friday, exclusive of holidays).
- 2 This estimate assumes the tenants on West Ave. will relocate or vacate their spaces by October 31, 2017.
- 3 GMP is based on receiving an NTP by July 26, 2017, the executed GMP for Phase 1 by August 10, 2017, an approved ductbank permit by August 29, 2017, and abatement certification by October 11, 2017 to meet a substantial completion date for BP 1 by 01/31/2018.



## **CLARIFICATIONS & QUALIFICATIONS**

### **E. EXCLUSIONS**

- 1 All impact fees, utility connection fees, or other typical owner fees are to be paid by the owner.
- 2 Application and permit fees, including the Building Permit, are not included. The Demolition permit has been included in our estimate.
- 3 Materials Testing is by the owner.
- 4 Third Party commissioning is not included.
- 5 Temporary power provisions for keeping tenants online during infrastructure work is excluded.
- 6 Design and owner controlled contingency is not included.
- 7 Preconstruction services and fees are not included in this GMP.
- 8 Security during off-hours (outside of normal working hours) is NOT included.
- 9 Asbestos abatement required for any demolition is excluded.
- 10 Retrofit or renovations required at existing buildings and entrances is not included.
- 11 Sump pumps and associated wiring and power are not included in this GMP.

### **F. DIVISION 1 - GENERAL REQUIREMENTS**

- 1 In addition to the contractual exclusions to the contract, the estimate excludes the following costs which are assumed to be borne by the Owner: Land Purchase, Closing, Financing, Environmental Fees, Land Tree or Wetland Mitigation, Soft Goods (eg. Banquette Fabric, Draperies), Supplies, Decorator Items, Homeland security equipment, homeland security backbone and devices, Specialty Consultants, Design Work, Interior Landscaping, Noise permits, utility meters, utility tap fees, hazardous materials surveying, property taxes, unforeseen site conditions, window treatments, draperies, and Utility Company fees or any other typical Owner costs.
- 2 Any specialty water intrusion, wind tunnel, sound, caulking, or other tests for fixed window lights or other exterior skin elements as may be required by local code and ordinance will be done by a testing laboratory provided and paid for by the owner.

### **G. DIVISION 2 - SITE WORK**

- 1 Existing site soil materials have been assumed to be suitable for the backfill for all paved and hardscape areas, however allowances for removal of unsuitable soils and rock has been included as recommended by the Geotechnical engineer. Removal of contaminated soils has not been included.
- 2 We have not included the removal of any underground fuel tanks, propane tanks, or fuel piping.
- 3 We have included casual dewatering only.
- 4 Tree removal, tree trimming, and tree protection has been included as a scope hold allowance and will be competitively bid at a later date.



## **CLARIFICATIONS & QUALIFICATIONS**

- 5 Parking lot alternations and striping has been included as a scope hold allowance and will be competitively bid at a later date.
- 6 Tree removal, tree trimming, and tree protection has been included as a scope hold allowance and will be competitively bid at a later date.
- 7 Site demolition is included only as required for ductbank excavation and installation. Sidewalks and curb/gutter removed for ductbank installation will be replaced. All demolition materials are to be hauled off-site.
- 8 Full-depth pavement repair has NOT been included. Asphalt to be patched per Pavement Repair Detail 2.
- 9 We have included provisions to keep the roads accessible during ductbank installation.
- 10 The owner shall be responsible for dicsonnection of all site utilities prior to building demolition.

### **H. DIVISION 3 - CONCRETE**

- 1 Not used.

### **I. DIVISION 4 - MASONRY**

- 1 Not used.

### **J. DIVISION 5 - METALS**

- 1 Not used.

### **K. DIVISION 6 - CARPENTRY**

- 1 Not used.

### **L. DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

- 1 Not used.

### **M. DIVISION 8 - DOORS AND WINDOWS**

- 1 Not used.

### **N. DIVISION 9 - FINISHES**

- 1 Not used.

### **O. DIVISION 10 – SPECIALTIES**

- 1 Not used.

### **P. DIVISION 11 - EQUIPMENT**

- 1 Not used.

### **Q. DIVISION 12 - FURNISHINGS**

- 1 Not used.

### **R. DIVISION 13 - SPECIAL CONSTRUCTION**

- 1 Not used.

### **S. DIVISION 14 – CONVEYING SYSTEMS**



## **CLARIFICATIONS & QUALIFICATIONS**

- 1 Not used.

### **T. DIVISION 15 - MECHANICAL**

- 1 Not used.

### **U. DIVISION 15 - FIRE PROTECTION**

- 1 Not used.

### **V. DIVISION 16 - ELECTRICAL**

- 1 New transformer and relocation of existing is assumed to be by others, including all work associated to relocate or place new. The concrete pad for the transformer has been included per the Duke Energy 3-Phase Padmount Transformer Concrete Foundation Specifications (dated July 2009).
- 2 This estimate does not include any Electrical Work, wire, cable or connections, galvanized pipe & fittings, transformers, panel boards, demolition, removal, etc. An allowance is included for building refeed connections to new transformers.



# SECTION ONE

## 1-5: Estimate Comparison



Project Location: **Kannapolis Downtown Infrastructure & Streetscape Project**  
Project Location: **Kannapolis, NC**  
Date of Report: **19-Jul-17**  
Gross Area: (SF) **696,137 SF**  
Number of Units **1,464.00 LF Ductbank**  
ENR Building Cost Index **5,815.76**

**Barton**  
**Malow**

**Phase 1 - GMP**

### Estimate Comparison

Item	Description	Phase 1 - Ductbank	Phase 1 - Ductbank	Variance
		GMP	CD 90%	(CD Est - GMP)
1	General Conditions	\$336,725	\$280,711	\$56,014
2	Demolition	\$454,928	\$362,361	\$92,567
3	Site Excavation and Prep	\$206,816	\$143,650	\$63,166
4	G.C. Excavation	\$0	\$0	\$0
5	Special Foundations	\$0	\$0	\$0
6	Site Drainage and Utilities	\$0	\$0	\$0
7	Roads and Walks	\$64,322	\$169,938	(\$105,616)
8	Site Improvements	\$0	\$0	\$0
9	Landscaping & Irrigation	\$0	\$1,210	(\$1,210)
10	Concrete Finishing	\$0	\$0	\$0
11	Formwork & Accessories	\$0	\$0	\$0
12	Reinforcing Steel	\$0	\$0	\$0
13	Cast-In-Place Concrete	\$0	\$0	\$0
14	Precast Concrete	\$0	\$0	\$0
15	Masonry	\$0	\$0	\$0
16	Structural Metals	\$0	\$0	\$0
17	Misc. & Ornamental Metals	\$0	\$0	\$0
18	Rough Carpentry	\$0	\$0	\$0
19	Finish Carpentry and Millwork	\$0	\$0	\$0
20	Casework and Cabinetry	\$0	\$0	\$0
21	Waterproof & Dampproof	\$0	\$0	\$0
22	Roofing Sheetmetal & Accessories	\$0	\$0	\$0
23	Caulking & Sealants	\$0	\$0	\$0
24	Metal Doors & Frames	\$0	\$0	\$0
25	Wood & Plastic Doors	\$0	\$0	\$0
26	Special Doors and Auto Operators	\$0	\$0	\$0
27	Finish Hardware	\$0	\$0	\$0
28	Glass & Glazing / Metal Panels	\$0	\$0	\$0
29	Spray Fireproofing	\$0	\$0	\$0
30	Lath & Plastering	\$0	\$0	\$0
31	Gypsum Drywall	\$0	\$0	\$0
32	Tile & Terrazzo	\$0	\$0	\$0
33	Acoustical Treatment	\$0	\$0	\$0
34	Flooring	\$0	\$0	\$0
35	Painting & Wallcovering	\$0	\$0	\$0
36	Specialties	\$0	\$0	\$0
37	Equipment - Food Service, Laundry, Dock	\$0	\$0	\$0
38	Stadium Seating / Aluminum Stands	\$0	\$0	\$0
39	Signalling	\$0	\$0	\$0
40	Conveying Systems	\$0	\$0	\$0
41	Plumbing Systems	\$0	\$0	\$0
42	Fire Protection Systems	\$0	\$0	\$0
43	HVAC Systems	\$0	\$0	\$0
44	Electrical Systems	\$1,042,571	\$1,062,703	(\$20,132)
45	Low Voltage Allowances	\$0	\$0	\$0
46	Video Boards	\$0	\$0	\$0
47	Safety Management	\$14,111	\$32,611	(\$18,500)
48	Clean Up	\$19,110	\$42,447	(\$23,337)
49	General Requirements	\$88,930	\$107,100	(\$18,170)
Subtotal		\$2,227,512	\$2,202,730	(\$24,781)
Builders Risk Insurance		By Owner	By Owner	\$0
Insurance Program		\$21,084	\$21,085	(\$0)
Payment & Performance Bond		\$26,046	\$26,046	(\$0)
Subcontractor Default Insurance		\$32,247	\$32,247	(\$0)
Building Permit		By Owner	By Owner	\$0
Construction Contingency (3%)		\$66,825	\$88,109	(\$21,284)
Subtotal		\$2,373,714	\$2,370,217	\$3,497
Fee		\$94,949	\$94,809	\$140
<b>Baseline Construction Total</b>		<b>\$2,468,662</b>	<b>\$2,465,026</b>	<b>\$3,636</b>



# SECTION ONE

## 1-6: Estimate Summary



Project Location: **Kannapolis Downtown Infrastructure & Streetscape Project**  
Project Location: **Kannapolis, NC**  
Date of Report: **19-Jul-17**  
Gross Area: (SF) **696,137 SF**  
Number of Units **1,464.00 LF Ductbank** **Phase 1 - GMP**  
ENR Building Cost Index **5,815.76**



### General Summary of Estimate

Item	Description	Phase 1	\$ / SF	\$ / Unit
		GMP		
1	General Conditions	\$336,725	\$2.25	\$1,069
2	Demolition	\$454,928	\$3.08	\$1,462
3	Site Excavation and Prep	\$206,816	\$0.98	\$465
4	G.C. Excavation	\$0	\$0.00	\$0
5	Special Foundations	\$0	\$0.00	\$0
6	Site Drainage and Utilities	\$0	\$4.03	\$1,915
7	Roads and Walks	\$64,322	\$5.98	\$2,844
8	Site Improvements	\$0	\$6.14	\$2,922
9	Landscaping & Irrigation	\$0	\$1.36	\$646
10	Concrete Finishing	\$0	\$0.00	\$0
11	Formwork & Accessories	\$0	\$0.00	\$0
12	Reinforcing Steel	\$0	\$0.00	\$0
13	Cast-In-Place Concrete	\$0	\$0.00	\$0
14	Precast Concrete	\$0	\$0.00	\$0
15	Masonry	\$0	\$0.00	\$0
16	Structural Metals	\$0	\$0.00	\$0
17	Misc. & Ornamental Metals	\$0	\$0.00	\$0
18	Rough Carpentry	\$0	\$0.00	\$0
19	Finish Carpentry and Millwork	\$0	\$0.00	\$0
20	Casework and Cabinetry	\$0	\$0.00	\$0
21	Waterproof & Dampproof	\$0	\$0.00	\$0
22	Roofing Sheetmetal & Accessories	\$0	\$0.00	\$0
23	Caulking & Sealants	\$0	\$0.00	\$0
24	Metal Doors & Frames	\$0	\$0.00	\$0
25	Wood & Plastic Doors	\$0	\$0.00	\$0
26	Special Doors and Auto Operators	\$0	\$0.00	\$0
27	Finish Hardware	\$0	\$0.00	\$0
28	Glass & Glazing / Metal Panels	\$0	\$0.00	\$0
29	Spray Fireproofing	\$0	\$0.00	\$0
30	Lath & Plastering	\$0	\$0.00	\$0
31	Gypsum Drywall	\$0	\$0.00	\$0
32	Tile & Terrazzo	\$0	\$0.00	\$0
33	Acoustical Treatment	\$0	\$0.00	\$0
34	Flooring	\$0	\$0.00	\$0
35	Painting & Wallcovering	\$0	\$0.00	\$0
36	Specialties	\$0	\$0.00	\$0
37	Equipment - Food Service, Laundry, Dock	\$0	\$0.00	\$0
38	Stadium Seating / Aluminum Stands	\$0	\$0.00	\$0
39	Signalling	\$0	\$0.25	\$120
40	Conveying Systems	\$0	\$0.00	\$0
41	Plumbing Systems	\$0	\$0.00	\$0
42	Fire Protection Systems	\$0	\$0.00	\$0
43	HVAC Systems	\$0	\$0.00	\$0
44	Electrical Systems	\$1,042,571	\$7.23	\$3,437
45	Low Voltage Allowances	\$0	\$0.98	\$464
46	Video Boards	\$0	\$0.00	\$0
47	Safety Management	\$14,111	\$0.19	\$89
48	Clean Up	\$19,110	\$0.39	\$184
49	General Requirements	\$88,930	\$0.27	\$129
Subtotal		\$2,227,512	\$33.12	\$15,747
Builders Risk Insurance		By Owner	\$0.00	\$0
Insurance Program		\$21,084	\$0.31	\$149
Payment & Performance Bond		\$26,046	\$0.39	\$184
Subcontractor Default Insurance		\$32,247	\$0.48	\$228
Building Permit		By Owner	\$0.00	\$0
Construction Contingency (3%)		\$66,825	\$0.99	\$472
Subtotal		\$2,373,714	\$35.29	\$16,780
Fee		\$94,949	\$1.41	\$671
<b>Baseline Construction Total</b>		<b>\$2,468,662</b>	<b>\$36.70</b>	<b>\$17,451</b>



## SECTION ONE

### 1-7: Bid Package Summary



Project Location: **Kannapolis Downtown Infrastructure & Streetscape Project**

Project Location: **Kannapolis, NC**

Date of Report: **19-Jul-17**

Gross Area: (SF) **696,137 SF**

Number of Units **1,464 LF Ductbank**

ENR Building Cost Index **5,815.76**

**Phase 1 - GMP**

**Barton**  
**Malow**

Bid Package Summary										
Item	Description	BP-1A	BP-1B	BP-1C	ALT	SH	ALW	GC	GR	Subtotal
1	General Conditions	\$0	\$0	\$0	\$0	\$0	\$0	\$336,725	\$0	\$336,725
2	Demolition	\$0	\$339,400	\$0	\$0	\$115,528	\$0	\$0	\$0	\$454,928
3	Site Excavation and Prep	\$0	\$0	\$162,128	\$6,000	\$0	\$38,688	\$0	\$0	\$206,816
4	G.C. Excavation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	Special Foundations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	Site Drainage and Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	Roads and Walks	\$0	\$0	\$0	\$0	\$64,322	\$0	\$0	\$0	\$64,322
8	Site Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	Landscaping & Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	Concrete Finishing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	Formwork & Accessories	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	Reinforcing Steel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	Cast-In-Place Concrete	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Precast Concrete	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
15	Masonry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
16	Structural Metals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
17	Misc. & Ornamental Metals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
18	Rough Carpentry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	Finish Carpentry and Millwork	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
20	Casework and Cabinetry	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	Waterproof & Dampproof	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
22	Roofing Sheetmetal & Accessories	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
23	Caulking & Sealants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
24	Metal Doors & Frames	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
25	Wood & Plastic Doors	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
26	Special Doors and Auto Operators	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
27	Finish Hardware	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28	Glass & Glazing / Metal Panels	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
29	Spray Fireproofing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
30	Lath & Plastering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
31	Gypsum Drywall	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
32	Tile & Terrazzo	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
33	Acoustical Treatment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
34	Flooring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35	Painting & Wallcovering	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
36	Specialties	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
37	Equipment - Food Service, Laundry, Dock	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38	Stadium Seating / Aluminum Stands	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
39	Signalling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40	Conveying Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41	Plumbing Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
42	Fire Protection Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
43	HVAC Systems	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44	Electrical Systems	\$894,400	\$0	\$0	\$3,800	\$0	\$144,371	\$0	\$0	\$1,042,571
45	Low Voltage Allowances	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
46	Video Boards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
47	Safety Management	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,111	\$14,111
48	Clean Up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,110	\$19,110
49	General Requirements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,930	\$88,930
<b>Subtotal</b>		<b>\$894,400</b>	<b>\$339,400</b>	<b>\$162,128</b>	<b>\$9,800</b>	<b>\$179,850</b>	<b>\$183,059</b>	<b>\$336,725</b>	<b>\$122,151</b>	<b>\$2,227,512</b>

Column Header Descriptions:

BP1A - Underground Electrical BP1B - Demolition BP1C - Temporary Fencing ALT - Alternate SH - Scope Hold Allowance ALW - Allowance GC - General Conditions GR - General Requirements



# SECTION ONE

## 1-8: Estimate Detail



Project Name:  
 Project Location:  
 Date of Report:  
 Gross Area: (SF)  
 Secondary Unit

**Kannapolis Downtown Infrastructure & Streetscape Project**  
**Kannapolis, NC**  
**19-Jul-17**  
**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail										
Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
010	1	General Conditions					\$336,725	\$0.48	\$230.00	
011		Labor and Material	1	LS	336,724.61	\$336,725		\$0.48	\$230.00	
012		—	-	LS	0.00	\$0		\$0.00	\$0.00	
013										
014	2	Demolition					\$454,928	\$0.65	\$310.74	
015		Site Demolition						\$0.00	\$0.00	
016		Tree Removal - Large	11	EA	3,000.00	\$33,000		\$0.05	\$22.54	Updated from 68 per DD 2017_0609
017		Tree Removal - Small	65	EA	750.00	\$48,750		\$0.07	\$33.30	Updated from 68 per DD 2017_0609
018		Remove & Cap Existing Light	1	EA	500.00	w/ Phase 2		\$0.00	\$0.00	New line per DD 2017_0609
019		Landscaping Removal	-	LS	15,000.00	\$0		\$0.00	\$0.00	
020		Tree Protection Fencing	2,100	LF	12.10	\$25,400		\$0.04	\$17.35	Updated from 2,200 per DD 2017_0609
021		Misc Tree Protection for Ductbank	-	EA	250.00	\$0		\$0.00	\$0.00	
022		Demolish Asphalt Paving and Base	-	SY	5.00	\$0		\$0.00	\$0.00	
023		Demolish Asphalt Paving and Base for Ductbank	1,545	SY	5.00	w/ CCSI		\$0.00	\$0.00	Updated from 2,531 per DD 2017_0609
024		Demolish Brick and Concrete Paving and Base	7,348	SF	0.95	\$6,981		\$0.01	\$4.77	Updated from 0 per DD 2017_0609
025		Demolish Brick and Concrete Paving and Base for Ductbank	195	SF	0.95	w/ CCSI		\$0.00	\$0.00	Updated from 2,477 per DD 2017_0609
026		Concrete Curbing/Gutter Demolition & Saw Cuts	215	LF	6.50	\$1,398		\$0.00	\$0.95	Updated from 0 per DD 2017_0609
027		Concrete Curbing/Gutter Demolition & Saw Cuts for Ductbank	192	LF	6.50	w/ CCSI		\$0.00	\$0.00	Updated from 848 per DD 2017_0609
028		Demolish Rip Rap & Gravel	-	SF	1.25	\$0		\$0.00	\$0.00	
029		Building Demolition						\$0.00	\$0.00	
030		Sub Bid - DH Griffin (DHG)	1	LS	339,400.00	\$339,400		\$0.49	\$231.83	DH Griffin \$339,400; EHG \$421,890; Ikes \$555,710
031		Building Demolition	35,338	SF	5.00	w/ DHG		\$0.00	\$0.00	Updated from 60,726 per DD 2017_0609
032		Building Demolition - Erosion Control/Seed, Straw	81,921	SF	0.25	w/ DHG		\$0.00	\$0.00	Updated from 44,000 per DD 2017_0609
033		Hazardous Material Abatement	1	LS	0.00	Excluded		\$0.00	\$0.00	
034		—	-	LS	0.00	\$0		\$0.00	\$0.00	
035										
036	3	Site Excavation and Prep					\$206,816	\$0.30	\$141.27	
037		Site Preparation and Safety						\$0.00	\$0.00	
038		Silt Fencing	868	LF	3.00	w/ DHG		\$0.00	\$0.00	Updated from 0 per DD 2017_0609
039		Silt Fencing for Ductbank	-	LF	3.00	\$0		\$0.00	\$0.00	Left as 0 per DD 2017_0609
040		Inlet Protection - Silt Sack	3	EA	400.00	w/ DHG		\$0.00	\$0.00	Updated from 0 per DD 2017_0609
041		Inlet Protection for Ductbank	18	EA	400.00	w/ CCSI		\$0.00	\$0.00	12ea + 6 Additional / Including erosion protection at soil pile as req'd
042		Erosion & Sediment Control Maintenance	-	MO	1,000.00	\$0		\$0.00	\$0.00	
043		NCDENR Tracking Pads at Temp Fence Gates Allowance	300	CY	65.00	\$19,500		\$0.03	\$13.32	
044		Traffic Barricades + Flagmen	-	LS	100,000.00	\$0		\$0.00	\$0.00	
045		Temporary Fencing						\$0.00	\$0.00	
046		Sub Bid - Ike's Construction (IKE)	1	LS	162,128.00	\$162,128		\$0.23	\$110.74	Ike's \$162,128; Frye \$99,854 (DQ'd - No Bid Bond);
047		Alternate 2 - Temporary Fence at Contractor Laydown/Parking Area	-	LS	52,000.00	\$0		\$0.00	\$0.00	Fence Builders \$168,331 (DQ'd - No Bid Bond)
048		Alternate 3 - Temporary Fence Panels	1	LS	6,000.00	\$6,000		\$0.01	\$4.10	Twenty (20) 10' temp fence panels on stands
049		Temporary Fencing	4,500	LF	25.00	w/ IKE		\$0.00	\$0.00	Includes windscreen. Fencing for ballpark & streetscape sites



Project Name:  
Project Location:  
Date of Report:  
Gross Area: (SF)  
Secondary Unit

**Kannapolis Downtown Infrastructure & Streetscape Project**  
**Kannapolis, NC**  
**19-Jul-17**  
**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail									
Line	Line Item	Description	Qty UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
050		Temporary Fencing - Vehicle Access Gates	7 EA	1,200.00	w/ IKE		\$0.00	\$0.00	
051		Temporary Fencing - Maintenance & Relocation	26 MO	1,000.00	w/ IKE		\$0.00	\$0.00	Streetscape (Nov '17 - April '19) / Ballpark (Nov '17 - Dec '19)
052		Relocate Temporary Fence Panels Allowance	5 EA	2,000.00	\$10,000		\$0.01	\$6.83	Assume five relocations
053		Two Additional Gated Entries at West Ave Allowance	2 EA	2,250.00	\$4,500		\$0.01	\$3.07	Rate prorated for 18 months (from Ike's)
054		250' of Posted Temporary Fence Allowance	250 LF	18.75	\$4,688		\$0.01	\$3.20	Rate prorated for 18 months (from Ike's)
055		-	- LS	0.00	\$0		\$0.00	\$0.00	
056									
057	4	G.C. Excavation				\$0	\$0.00	\$0.00	
058		-	- LS	0.00	\$0		\$0.00	\$0.00	
059									
060	5	Special Foundations				\$0	\$0.00	\$0.00	
061		-	- LS	0.00	\$0		\$0.00	\$0.00	
062									
063	6	Site Drainage and Utilities				\$0	\$0.00	\$0.00	
064		-	- LS	0.00	\$0		\$0.00	\$0.00	
065									
066	7	Roads and Walks				\$64,322	\$0.09	\$43.94	
067		Asphalt Paving					\$0.00	\$0.00	
068		Mill & Overlay Asphalt Paving	2,236 SY	18.00	\$40,248		\$0.06	\$27.49	Updated from 0 per DD 2017_0609
069		Patch Asphalt Paving and Base for Ductbank - 7.5" thk	13,908 SF	7.45	w/ CCSI		\$0.00	\$0.00	1464' x 9'-6" - Updated from 25,955 per DD 2017_0609
070		Curb, Gutters & Banding					\$0.00	\$0.00	
071		Curb and Gutter Place Back for Ductbank	192 LF	25.00	w/ CCSI		\$0.00	\$0.00	Updated from 848 per DD 2017_0609
072		Curb and Gutter	215 LF	25.00	\$5,375		\$0.01	\$3.67	Updated from 0 per DD 2017_0609
073		Concrete Paving					\$0.00	\$0.00	
074		Concrete Sidewalk Place Back for Ductbank	7,348 SF	15.00	w/ CCSI		\$0.00	\$0.00	Updated from 1,242 per DD 2017_0609
075		Replace Brick Sidewalk w/ Existing Pavers for Ductbank	195 SF	9.50	w/ CCSI		\$0.00	\$0.00	Updated from 1,235 per DD 2017_0609
076		Striping, Signage & Misc					\$0.00	\$0.00	
077		Remove Existing Striping	23,342 SF	0.25	\$5,836		\$0.01	\$3.99	Updated from 0 per DD 2017_0609
078		Striping	2,099 LF	2.00	\$4,198		\$0.01	\$2.87	Updated from 0 per DD 2017_0609
079		Striping - Arrows	16 EA	100.00	\$1,600		\$0.00	\$1.09	Updated from 0 per DD 2017_0609
080		Striping - Spaces - Angled	38 SPC	30.00	\$1,140		\$0.00	\$0.78	Updated from 0 per DD 2017_0609
081		Striping - Spaces - 90 degree	50 SPC	30.00	\$1,500		\$0.00	\$1.02	Updated from 0 per DD 2017_0609
082		Striping Allowance at Ductbank	1 LS	3,250.00	\$3,250		\$0.00	\$2.22	
083		Striping - Spaces - Handicap	2 SPC	100.00	\$200		\$0.00	\$0.14	Updated from 0 per DD 2017_0609
084		Parking Signage Handicap - Relocate	2 EA	125.00	\$250		\$0.00	\$0.17	Updated from 0 per DD 2017_0609
085		Parking Signage Reserved Spaces	5 EA	125.00	\$625		\$0.00	\$0.43	Updated from 0 per DD 2017_0609
086		Wheel Stop	1 EA	100.00	\$100		\$0.00	\$0.07	Updated from 0 per DD 2017_0609
087		-	- LS	0.00	\$0		\$0.00	\$0.00	
088									
089	8	Site Improvements				\$0	\$0.00	\$0.00	



Project Name:  
 Project Location:  
 Date of Report:  
 Gross Area: (SF)  
 Secondary Unit

**Kannapolis Downtown Infrastructure & Streetscape Project**  
**Kannapolis, NC**  
**19-Jul-17**  
**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail									
Line	Line Item	Description	Qty UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
090	-		- LS	0.00	\$0		\$0.00	\$0.00	
091									
092	9	Landscaping & Irrigation				\$0	\$0.00	\$0.00	
084		Sod for Ductbank	2,000 SF	0.55	w/ CCSI		\$0.00	\$12.34	Allowance - Updated from 2,680sf
084		Seed and Straw at Existing Building Demo	81,921 SF	0.25	w/ DHG		\$0.00	\$12.34	New line per DD 2017_0609
095	-		- LS	0.00	\$0		\$0.00	\$0.00	
096									
097	10	Concrete Finishing				\$0	\$0.00	\$0.00	
098	-		- LS	0.00	\$0		\$0.00	\$0.00	
099									
100	11	Formwork & Accessories				\$0	\$0.00	\$0.00	
101	-		- LS	0.00	\$0		\$0.00	\$0.00	
102									
103	12	Reinforcing Steel				\$0	\$0.00	\$0.00	
104	-		- LS	0.00	\$0		\$0.00	\$0.00	
105									
106	13	Cast-In-Place Concrete				\$0	\$0.00	\$0.00	
107	-		- LS	0.00	\$0		\$0.00	\$0.00	
108									
109	14	Precast Concrete				\$0	\$0.00	\$0.00	
110	-		- LS	0.00	\$0		\$0.00	\$0.00	
111									
112	15	Masonry				\$0	\$0.00	\$0.00	
113	-		- LS	0.00	\$0		\$0.00	\$0.00	
114									
115	16	Structural Metals				\$0	\$0.00	\$0.00	
116	-		- LS	0.00	\$0		\$0.00	\$0.00	
117									
118	17	Misc. & Ornamental Metals				\$0	\$0.00	\$0.00	
119	-		- LS	0.00	\$0		\$0.00	\$0.00	
120									
121	18	Rough Carpentry				\$0	\$0.00	\$0.00	
122	-		- LS	0.00	\$0		\$0.00	\$0.00	
123									
124	19	Finish Carpentry and Millwork				\$0	\$0.00	\$0.00	
125	-		- LS	0.00	\$0		\$0.00	\$0.00	
126									
127	20	Casework and Cabinetry				\$0	\$0.00	\$0.00	
128	-		- LS	0.00	\$0		\$0.00	\$0.00	
129									



Project Name:

Kannapolis Downtown Infrastructure &amp; Streetscape Project

Project Location:

Kannapolis, NC

Date of Report:

19-Jul-17

Gross Area: (SF)

696,137

Phase 1 - GMP

Secondary Unit

1,464 LF Ductbank

[ENR Building Cost Index](#)

5,815.76

Barton  
Malow

## Line Item Detail

Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
130	21	<a href="#">Waterproof &amp; Dampproof</a>					\$0	\$0.00	\$0.00	
131		-	-	LS	0.00	\$0		\$0.00	\$0.00	
132										
133	22	<a href="#">Roofing Sheetmetal &amp; Accessories</a>					\$0	\$0.00	\$0.00	
134		-	-	LS	0.00	\$0		\$0.00	\$0.00	
135										
136	23	<a href="#">Caulking &amp; Sealants</a>					\$0	\$0.00	\$0.00	
137		-	-	LS	0.00	\$0		\$0.00	\$0.00	
138										
139	24	<a href="#">Metal Doors &amp; Frames</a>					\$0	\$0.00	\$0.00	
140		-	-	LS	0.00	\$0		\$0.00	\$0.00	
141										
142	25	<a href="#">Wood &amp; Plastic Doors</a>					\$0	\$0.00	\$0.00	
143		-	-	LS	0.00	\$0		\$0.00	\$0.00	
144										
145	26	<a href="#">Special Doors and Auto Operators</a>					\$0	\$0.00	\$0.00	
146		-	-	LS	0.00	\$0		\$0.00	\$0.00	
147										
148	27	<a href="#">Finish Hardware</a>					\$0	\$0.00	\$0.00	
149		-	-	LS	0.00	\$0		\$0.00	\$0.00	
150										
151	28	<a href="#">Glass &amp; Glazing / Metal Panels</a>					\$0	\$0.00	\$0.00	
152		-	-	LS	0.00	\$0		\$0.00	\$0.00	
153										
154	29	<a href="#">Spray Fireproofing</a>					\$0	\$0.00	\$0.00	
155		-	-	LS	0.00	\$0		\$0.00	\$0.00	
156										
157	30	<a href="#">Lath &amp; Plastering</a>					\$0	\$0.00	\$0.00	
158		-	-	LS	0.00	\$0		\$0.00	\$0.00	
159										
160	31	<a href="#">Gypsum Drywall</a>					\$0	\$0.00	\$0.00	
161		-	-	LS	0.00	\$0		\$0.00	\$0.00	
162										
163	32	<a href="#">Tile &amp; Terrazzo</a>					\$0	\$0.00	\$0.00	
164		-	-	LS	0.00	\$0		\$0.00	\$0.00	
165										
166	33	<a href="#">Acoustical Treatment</a>					\$0	\$0.00	\$0.00	
167		-	-	LS	0.00	\$0		\$0.00	\$0.00	
168										
169	34	<a href="#">Flooring</a>					\$0	\$0.00	\$0.00	



Project Name:  
 Project Location:  
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 Secondary Unit

**Kannapolis Downtown Infrastructure & Streetscape Project**  
**Kannapolis, NC**  
**19-Jul-17**  
**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail										
Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
170		-	-	LS	0.00	\$0		\$0.00	\$0.00	
171										
172	35	Painting & Wallcovering					\$0	\$0.00	\$0.00	
173		-	-	LS	0.00	\$0		\$0.00	\$0.00	
174										
175	36	Specialties					\$0	\$0.00	\$0.00	
176		-	-	LS	0.00	\$0		\$0.00	\$0.00	
177										
178	37	Equipment - Food Service, Laundry, Dock					\$0	\$0.00	\$0.00	
179		-	-	LS	0.00	\$0		\$0.00	\$0.00	
180										
181	38	Stadium Seating / Aluminum Stands					\$0	\$0.00	\$0.00	
182		-	-	LS	0.00	\$0		\$0.00	\$0.00	
183										
184	39	Signalling					\$0	\$0.00	\$0.00	
185		-	-	LS	0.00	\$0		\$0.00	\$0.00	
186										
187	40	Conveying Systems					\$0	\$0.00	\$0.00	
188		-	-	LS	0.00	\$0		\$0.00	\$0.00	
189										
190	41	Plumbing Systems					\$0	\$0.00	\$0.00	
191		-	-	LS	0.00	\$0		\$0.00	\$0.00	
192										
193	42	Fire Protection Systems					\$0	\$0.00	\$0.00	
194		-	-	LS	0.00	\$0		\$0.00	\$0.00	
195										
196	43	HVAC Systems					\$0	\$0.00	\$0.00	
197		-	-	LS	0.00	\$0		\$0.00	\$0.00	
198										
199	44	Electrical Systems					\$1,042,571	\$1.50	\$712.14	
200		Sub Bid - Carolina Conduit Systems, Inc. (CCSI)	1	LS	\$894,400	\$894,400				Faulconer \$1,952,545; Wayne Brothers \$1,353,142; CCSI \$894,400
201		Alternate 1 - Deduct Asphalt Patching from BP1A	-	LS	(\$90,800)	\$0				
202		Alternate 4 - Encase Telecom Conduits in Concrete	1	LS	\$3,800	\$3,800				
203		C 2.2								
204		Directional Drilled Conduit - (2) 6"	343	LF	450.00	w/ CCSI		\$0.00	\$0.00	
205		Dispose Spoils Offsite	31	CY	6.00	w/ CCSI		\$0.00	\$0.00	
206		Tie Conduit to Existing EMH	1	EA	750.00	w/ CCSI		\$0.00	\$35.05	
207		C 2.3								
208		Electric Ductbank - 4 Way	96	LF	450.00	w/ CCSI		\$0.00	\$0.00	9' excavation - Updated qty from 98 per DD 2017_0609
209		Electric Ductbank - 9 Way	227	LF	725.00	w/ CCSI		\$0.00	\$0.00	15' excavation - Qty remains the same per DD 2017_0609



Project Name:  
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**Kannapolis Downtown Infrastructure & Streetscape Project**  
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**19-Jul-17**  
**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



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### Line Item Detail

Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
210		Dispose Spoils Offsite	61	CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 48 per DD 2017_0609
211		Electrical Manhole	1	EA	8,500.00	w/ CCSI		\$0.01	\$397.20	EMH-1
212		EMH Sump Pump	1	EA	1,250.00	Not Required		\$0.00	\$58.41	EMH-1
213		EMH Drainage Line	40	LF	40.00	Not Required		\$0.39	\$17,067.76	EMH-1
214		Power for Sump Pump	1	LS	1,500.00	Not Required		\$0.00	\$0.00	EMH-1
215		Tie Conduit to Existing EMH	1	EA	750.00	w/ CCSI		\$0.00	\$0.00	
216		Support Existing Utilities	32	MH	25.00	w/ CCSI		\$0.00	\$0.00	
217		Locate & Support Existing Power Lines	16	MH	25.00	w/ CCSI		\$0.00	\$0.00	
218		<b>C 2.4</b>								
219		Relocate Existing Transformer	1	LS	0.00	By Duke		\$0.00	\$0.00	
220		Transformer Pad	1	EA	1,600.00	w/ CCSI		\$0.00	\$0.00	
221		Electric Ductbank - 2 Way	15	LF	350.00	w/ CCSI		\$0.00	\$0.00	
222		Electric Ductbank - 7 Way	13	LF	675.00	w/ CCSI		\$0.00	\$0.00	
223		Electric Ductbank - 9 Way	113	LF	725.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 112 per DD 2017_0609
224		Dispose Spoils Offsite	29	CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 15 per DD 2017_0609
225		Tie Conduit to Existing EMH	3	EA	750.00	w/ CCSI		\$0.00	\$0.00	
226		Support Existing Utilities	40	MH	25.00	w/ CCSI		\$0.00	\$0.00	
227		Remove Existing Abandoned Water Main	4	MH	25.00	w/ CCSI		\$0.00	\$0.00	
228		<b>C 2.5</b>								
229		Direct Buried Conduit - (2) 6"	114	LF	75.00	w/ CCSI		\$0.00	\$0.00	
230		Electric Ductbank - 4 Way	60	LF	450.00	w/ CCSI		\$0.00	\$0.00	New line per DD2017_0609
231		Electric Ductbank - 9 Way	203	LF	725.00	w/ CCSI		\$0.00	\$0.00	8' excavation - Updated qty from 203 per DD 2017_0609
232		Dispose Spoils Offsite	52	CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 43 per DD 2017_0609
239		Electrical Handhole	1	EA	2,500.00	w/ CCSI		\$0.01	\$397.20	EHH-1
239		Electrical Manhole	1	EA	8,500.00	w/ CCSI		\$0.01	\$397.20	EMH-2
243		EMH Sump Pump	1	EA	1,250.00	Not Required		\$0.00	\$58.41	EMH-2
244		EMH Drainage Line	60	LF	40.00	Not Required		\$0.39	\$17,067.76	EMH-2
245		Power for Sump Pump	1	EA	1,500.00	Not Required		\$0.00	\$0.00	EMH-2
238		Tie Conduit to Existing EMH	1	EA	750.00	w/ CCSI		\$0.00	\$0.00	
239		Support Existing Utilities	4	MH	25.00	w/ CCSI		\$0.00	\$0.00	
240		Locate & Support Existing Power Lines	32	MH	25.00	w/ CCSI		\$0.00	\$0.00	
241		Locate & Support Existing Gas Lines	32	MH	25.00	w/ CCSI		\$0.00	\$0.00	
242		Locate & Support Existing 16" Water	32	MH	25.00	w/ CCSI		\$0.00	\$0.00	
243		<b>C 2.6</b>								
244		New Transformer	1	EA	0.00	Excluded		\$0.00	\$0.00	Transformer 6
245		New Transformer Pad	1	EA	1,600.00	w/ CCSI		\$0.00	\$0.00	Transformer 6
246		Electric Ductbank - 4 Way	159	LF	450.00	w/ CCSI		\$0.00	\$0.00	11' excavation - Updated qty from 189 per DD 2017_0609
247		Dispose Spoils Offsite	20	CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 28 per DD 2017_0609
248		Support Existing Utilities	40	MH	25.00	w/ CCSI		\$0.00	\$0.00	
249		<b>C 2.7</b>								



Project Name:  
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Secondary Unit

**Kannapolis Downtown Infrastructure & Streetscape Project**  
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**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail									
Line	Line Item	Description	Qty UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
250		Private Telecom	- LF	0.00	By Others		\$0.00	\$0.00	
251		Electric Ductbank - 11 Way	300 LF	775.00	w/ CCSI		\$0.00	\$0.00	10' excavation - Updated qty from 374 per DD 2017_0609
252		Electric Ductbank - 9 Way	71 LF	725.00	w/ CCSI		\$0.00	\$0.00	10' excavation
253		Direct Buried Conduit - (6) 4"	289 LF	75.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 289 per DD 2017_0609
254		Dispose Spoils Offsite	102 CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 58 per DD 2017_0609
239		Electrical Manhole	1 EA	8,500.00	w/ CCSI		\$0.01	\$397.20	EMH-7
243		EMH Sump Pump	1 EA	1,250.00	Not Required		\$0.00	\$58.41	EMH-7
244		EMH Drainage Line	1 LF	40.00	Not Required		\$0.39	\$17,067.76	EMH-7
245		Power for Sump Pump	1 LS	1,500.00	Not Required		\$0.00	\$0.00	EMH-7
259		Tie Conduit to Existing EMH	- LS	750.00	w/ CCSI		\$0.00	\$0.00	
260		Support Existing Utilities	20 MH	25.00	w/ CCSI		\$0.00	\$0.00	
261		C 2.8							
262		Private Telecom	- LF	0.00	By Others		\$0.00	\$0.00	
263		Electric Ductbank - 11 Way	14 LF	775.00	w/ CCSI		\$0.00	\$0.00	
264		Electric Ductbank - 9 Way	13 LF	725.00	w/ CCSI		\$0.00	\$0.00	7' excavation - Updated qty from 28 per DD 2017_0609
265		Electric Ductbank - 4 Way	67 LF	450.00	w/ CCSI		\$0.00	\$0.00	7' excavation - Updated qty from 66 per DD 2017_0609
266		Electric Ductbank - 2 Way	113 LF	350.00	w/ CCSI		\$0.00	\$0.00	7' excavation - Updated qty from 115 per DD 2017_0609
267		Dispose Spoils Offsite	24 CY	6.00	w/ CCSI		\$0.00	\$0.00	Updated qty from 31 per DD 2017_0609
268		Support Existing Utilities	20 MH	25.00	w/ CCSI		\$0.00	\$0.00	
269		Miscellaneous					\$0.00	\$0.00	
270		Sheeting & Trench Box	1 LS	20,000.00	w/ CCSI		\$0.00	\$0.00	
271		Straps & Beams for Ex. Utility Support	1 LS	2,500.00	w/ CCSI		\$0.00	\$0.00	
272		Temp Power - Set Up Costs with Utility	- LS	0.00	w/ Trades		\$0.00	\$0.00	
273		Temp Power Usage	- MO	0.00	w/ Trades		\$0.00	\$0.00	
274		Building Reconnections Allowance	1 LS	50,000.00	\$50,000		\$0.07	\$34.15	
275		Electrical Relocation/Temporary Allowance	- LS	0.00	\$0		\$0.00	\$0.00	
276		Unidentified Utility Allowance	1 LS	25,000.00	\$25,000		\$0.04	\$17.08	
277		Ductbank Rock Excavation Allowance	123 CY	350.00	\$42,973		\$0.06	\$29.35	2,210 x 10'd 'x 3'w' x 5%
278		Ductbank Unsuitable Soil Haul Off Allowance	368 CY	25.00	\$9,209		\$0.01	\$6.29	2,210 x 10'd x 3'w x 15% (Unit Rate per CCSI)
279		Ductbank Suitable Fill Import, Place & Compact Allowance	491 CY	35.00	\$17,189		\$0.02	\$11.74	2,210 x 10'd x 3'w x 15% (Unit Rate per CCSI)
280		-	- LS	0.00	\$0		\$0.00	\$0.00	
281									
282	45	Low Voltage Allowances				\$0	\$0.00	\$0.00	
283		-	- LS	0.00	\$0		\$0.00	\$0.00	
284									
285	46	Video Boards				\$0	\$0.00	\$0.00	
286		-	- LS	0.00	\$0		\$0.00	\$0.00	
287									
288	47	Safety Management				\$14,111	\$0.02	\$9.64	
289		Safety / Security					\$0.00	\$0.00	



Project Name:  
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**696,137**  
**1,464** LF Ductbank  
**5,815.76**

**Phase 1 - GMP**



[ENR Building Cost Index](#)

Line Item Detail										
Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
290		Safety Labor	433	MH	17.00	\$7,361		\$1,435.79	\$0.03	
291		Safety Equipment and Supplies	1	LS	1,500.00	\$1,500		\$607.90	\$0.01	
292		Training and Instruction	1	LS	1,500.00	\$1,500		\$607.90	\$0.01	
293		Watchman/Security Service	-	MO	7,000.00	\$0		\$1,985.82	\$0.05	
294		Safety Signs	1	LS	2,000.00	\$2,000		\$0.00	\$1.37	
295		Safety Programs	-	LS	1,500.00	\$0		\$0.00	\$0.00	
296		Safety Incentives	-	LS	1,500.00	\$0		\$0.00	\$0.00	
297		Drug Testing - Orientation Costs	-	EA	75.00	\$0		\$0.00	\$0.00	
298		First Aid Kit	5	MO	150.00	\$750		\$0.00	\$0.51	
299		Fire Extinguishers with Stands - One per Location	6	EA	250.00	w/ Trades		\$0.00	\$0.00	
300		Personal Protective Equipment	1	LS	1,000.00	\$1,000		\$0.00	\$0.68	
301		—	-	LS	0.00	\$0		\$0.00	\$0.00	
302										
303	48	Clean Up					\$19,110	\$0.03	\$13.05	
304		Labor Foreman	260	MH	25.00	\$6,500		\$0.01	\$4.44	1 @ quarter-time for 5 months
305		Clean Up Labor	520	MH	18.00	\$9,360		\$0.01	\$6.39	2 @ quarter-time for 5 months
306		Clean Up Materials	1	LS	1,500.00	\$1,500		\$0.00	\$1.02	
307		Dumpsters	5	PL	350.00	\$1,750		\$0.00	\$1.20	1 ea per month
308		Road Sweeping	200	HR	22.00	w/ Trades		\$0.00	\$0.00	5 days/month
309		Dust Control / Water Truck	25	EA	300.00	w/ Trades		\$0.00	\$0.00	5 days/month
310		—	-	LS	0.00	\$0		\$0.00	\$0.00	
311										
312	49	General Requirements					\$88,930	\$0.13	\$60.74	
313		Field Engineering						\$0.00	\$0.00	
314		Surveying Equipment and Supplies	1	LS	2,500.00	\$2,500		\$0.00	\$1.71	
315		Engineering Supplies	1	LS	2,000.00	\$2,000		\$0.00	\$1.37	
316		2 Man Survey Crew	80	HR	115.00	\$9,200		\$0.01	\$6.28	
317		Temporary Facilities						\$0.00	\$0.00	
318		Temporary Storage Shed	5	MO	750.00	\$3,750		\$0.01	\$2.56	
319		Generator for Storage Shed	-	MO	400.00	\$0		\$0.00	\$0.00	
320		Support Equipment						\$0.00	\$0.00	
321		Gator	5	MO	1,750.00	\$8,750		\$0.01	\$5.98	
322		Fuel, Oil, Repairs	5	MO	950.00	\$4,750		\$0.01	\$3.24	
323		Temporary Utilities						\$0.00	\$0.00	
324		Temporary Toilets / Port-a Johns	5	MO	400.00	\$2,000		\$0.00	\$1.37	
325		Training and Instruction						\$0.00	\$0.00	
326		Seminars/Training	-	LS	500.00	\$0		\$0.00	\$0.00	
327		MOT						\$0.00	\$0.00	
328		Traffic Barricades Rental	29	EA	900.00	\$26,100		\$0.04	\$17.83	18 month rental - Updated per DD 2017_0609. R11-2 & R11-4 locatio
329		Traffic Signage Rental	44	EA	270.00	\$11,880		\$0.02	\$8.11	18 month rental - Updated per DD 2017_0609.



Project Name:

Kannapolis Downtown Infrastructure & Streetscape Project

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Phase 1 - GMP

Secondary Unit

1,464 LF Ductbank

[ENR Building Cost Index](#)

5,815.76



### Line Item Detail

Line	Line Item	Description	Qty	UM	Unit Cost	Cost	Subtotal	\$/SF	Cost/Unit	Comment
330		MOT Setup & Phasing & Removal	3	EA	6,000.00	\$18,000		\$0.03	\$12.30	
331		Flagman	4,840	MH	18.00	w/ Trades		\$0.00	\$0.00	
332		-	-	LS	0.00	\$0		\$0.00	\$0.00	
333										
334	50	-					\$0	\$0.00	\$0.00	
335		-	-	LS	0.00	\$0		\$0.00	\$0.00	
336										
337	51	-					\$0	\$0.00	\$0.00	
338		-	-	LS	0.00	\$0		\$0.00	\$0.00	
339										
340	52	-					\$0	\$0.00	\$0.00	
341		-	-	LS	0.00	\$0		\$0.00	\$0.00	
						\$2,227,512	\$2,227,512			







## SECTION TWO

### 2-1: Bid Tabs



SUBCONTRACTOR BID ANALYSIS										BID TAB NUMBER: 1							
PROJECT NAME:		KNap Infrastructure- Phase 1		BP 1A - Underground Electrical													
BID DATE:		7/6/2017				Subcontractor		Hall Contracting		Wayne Brothers		Carolina Conduit Systems		Faulconer		Brooks Berry Haynie	
ESTIMATOR:		Sam Webber				Phone				704-956-2200		919-934-8911					
				Last \$\$ Posted to Summary		Contact				Jim Rhodes		Bary Hayes					
				\$0		Misc.											
						Misc.											
SPEC. SECT. OR SHEET	BID ITEM:	ANALYSIS ITEM DESCRIPTION		Quantity	Unit	Unit Price	Total	NO BID								NO BID	
		General						-		-		-		-		-	
		Bid Bond/Security								Yes		Yes		Yes			
		Addenda: 1								Yes		Yes		Yes			
		PreBid Meeting Minutes								Yes		Yes		Yes			
		Affidavit A								Yes		N/A		Yes			
		Affidavit B								N/A		Yes		N/A			
		Identification of Minority Business								Yes		Yes		Yes			
		Hold Price for 90 Days								Yes		Yes		Yes			
		Permits (if Req'd)								N/A		N/A		N/A			
		Signature								Yes		Yes		Yes			
		Base Bid						-		-		-		-		-	
		BP1A - Underground Electrical		1	LS			\$ -		\$ 1,353,142.00		\$ 894,400.00		\$ 1,515,050.00		\$ -	
		Overhead & Profit, Gen Reqs., Proj. Mgmt		1	LS			\$ -		\$ -		\$ -		\$ 388,500.00		\$ -	
		Insurance		1	LS			\$ -		\$ -		\$ -		\$ 19,525.00		\$ -	
		Sales Tax (State + County)		1	LS			\$ -		\$ -		\$ -		\$ 29,470.00		\$ -	
		Bond Rate			%					N/A		1.00%		1.00%			
		Quantity Break Out															
		BP1A - Manhours			MH			0		7,005		8,000		11,825		0	
		BP1A - LF 2 Way Elec			LF			0		230		340		605		0	
		BP1A - LF 4 Way Elec			LF			0		322		320		300		0	
		BP1A - LF 7 Way Elec			LF			0		13		13		20		0	
		BP1A - LF 9 Way Elec			LF			0		604		600		830		0	
		BP1A - LF 11 Way Elec			LF			0		29		415		190		0	
		BP1A - LF Telecom			LF			0		285		1,728		1,740		0	
		BP1A - Asphalt Patching			CY			0		425		720		418		0	
		BP1A - Hardscape Repair/Replacement			\$			\$ -		\$ 222,789.00		\$ 16,400.00		\$ 58,680.00		\$ -	
		BP1A - Clean Up			\$			\$ -		\$ 16,924.00		Included		\$ 8,200.00		\$ -	
		Unit Prices															
		BP1A - Unsuitable Soil			CY			\$ -		\$ 40.00		\$ 25.00		\$ 30.00		\$ -	
		BP1A - Contaminated Soil			CY			\$ -		\$ 145.00		Cost-Plus		\$ 300.00		\$ -	
		BP1A - Suitable Fill			CY			\$ -		\$ 35.00		\$ 35.00		\$ 40.00		\$ -	
		BP1A - Rock Removal			CY			\$ -	*	\$ 500.00		\$ 350.00		\$ 350.00		\$ -	
		BP1A - F/I #57 Stone			CY			\$ -		\$ 55.00		\$ 65.00		\$ 60.00		\$ -	
		BP1A - F/I #5 Stone			CY			\$ -		\$ 55.00		\$ 65.00		\$ 60.00		\$ -	
		BP1A - F/I #21A Stone			CY			\$ -		\$ 55.00		\$ 60.00		\$ 65.00		\$ -	
		BP1A - F/I #3 Stone			CY			\$ -		\$ 55.00		\$ 65.00		\$ 60.00		\$ -	
		BP1A - F/I Heavy Duty Pavement Patching			SF			\$ -		\$ 10.00		\$ 16.00		\$ 16.75		\$ -	
		BP1A - F/I Standard Duty Pavement Patching			SF			\$ -		\$ 8.00		\$ 14.00		\$ 14.75		\$ -	
										* + Mob. @ \$30k							
		Labor Rates															
		Foreman			HR			\$ -		\$ 44.00		\$ 52.32		\$ 55.00		\$ -	
		Equipment Operator			HR			\$ -		\$ 35.00		\$ 48.85		\$ 38.00		\$ -	
		Skilled Labor			HR			\$ -		\$ 28.00		\$ 40.25		\$ 30.00		\$ -	
		Traffic Controller/Flagman			HR			\$ -		\$ 32.00		\$ 40.25		\$ 30.00		\$ -	
		General/Clean Up Laborer			HR			\$ -		\$ 26.00		\$ 40.25		\$ 28.00		\$ -	
		TOTAL BASE BID AMOUNT						\$ -		\$ 1,353,142		\$ 894,400		\$ 1,952,545		\$ -	



[illegible]



SUBCONTRACTOR BID ANALYSIS																			BID TAB NUMBER:				2			
PROJECT NAME:		KNap Infrastructure- Phase 1				BP 1B - Building Demolition																				
		7/6/2017						Subcontractor	Ike's		EME Industrial		Hall Contracting		EHG		DH Griffin		H&H							
MARKETING NO:		Sam Webber				Last \$\$ Posted to Summary		Phone	Contact		Andy Messmer				Jeff Pfitzer		704-527-2018		704-331-9400		Jerry Hildebran					
ESTIMATOR:						\$0		Misc.																		
SPEC.SECT. OR SHEET	BID ITEM:	ANALYSIS ITEM DESCRIPTION				Quantity	Unit	Unit Price	Total			NO BID		NO BID						NO BID						
		General																								
		Bid Bond/Security																								
		Addenda: 1																								
		PreBid Meeting Minutes																								
		Affidavit A																								
		Affidavit B																								
		Identification of Minority Business																								
		Hold Price for 90 Days																								
		Permits (if Req'd)																								
		Signature																								
		Base Bid																								
		BP1B - Demolition				1	LS				\$ 409,660.00		\$ -		\$ -		\$ 338,722.00		\$ 252,000.00		\$ -					
		Overhead & Profit, Gen Reqs., Proj. Mgmt				1	LS				\$ 145,750.00		\$ -		\$ -		\$ 70,887.00		\$ 84,000.00		\$ -					
		Insurance				1	LS				Incl. in OHP		\$ -		\$ -		\$ 12,291.00		\$ 3,400.00		\$ -					
		Sales Tax (State + County)				1	LS				\$ 300.00		\$ -		\$ -		\$ -		\$ -		\$ -					
		Bond Rate									1.44%						3.50%		1.75%							
		Quantity Break Out																								
		BP1B - Manhours					MH				2,500		0		0		1,680		1,920							
		BP1B - Clean Up					\$				\$ 2,560.00		\$ -		\$ -		\$ 2,000.00		\$ 2,200.00		\$ -					
		Unit Prices																								
											\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
		Labor Rates																								
		Foreman					HR				\$ 40.00		\$ -		\$ -		\$ 65.00		\$ 50.00		\$ -					
		Equipment Operator					HR				\$ 36.00		\$ -		\$ -		\$ 85.00		\$ 50.00		\$ -					
		Skilled Labor					HR				\$ 30.00		\$ -		\$ -		\$ 55.00		\$ 37.00		\$ -					
		Traffic Controller/Flagman					HR				\$ 28.00		\$ -		\$ -		\$ 50.00		\$ 34.00		\$ -					
		General/Clean Up Laborer					HR				\$ 22.00		\$ -		\$ -		\$ 50.00		\$ 30.00		\$ -					
		TOTAL BASE BID AMOUNT									\$ 555,710		\$ -		\$ -		\$ 421,890		\$ 339,400		\$ -					
		Alternates																								
		ALT 01 - Asphalt Patching									N/A		N/A		N/A		N/A		N/A		N/A					
		ALT 02 - Temp Fence @ Laydown									N/A		N/A		N/A		N/A		N/A		N/A					
		ALT 03 - Temp Fence Panels									N/A		N/A		N/A		N/A		N/A		N/A					
		3A) Unit Price / 10 Panels									N/A		N/A		N/A		N/A		N/A		N/A					
		3B) Unit Price / 20 Panels									N/A		N/A		N/A		N/A		N/A		N/A					
		ALT 04 - Concrete @ Telecom									N/A		N/A		N/A		N/A		N/A		N/A					
		Voluntary Alternates																								
		Vol Alt 01									\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
		Vol Alt 02									\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
		Vol Alt 03									\$ -		\$ -		\$ -		\$ -		\$ -		\$ -					
		TOTAL WITH ALL ALTERNATES AMOUNT									\$ 555,710		\$ -		\$ -		\$ 421,890		\$ 339,400		\$ -					



SUBCONTRACTOR BID ANALYSIS															BID TAB NUMBER:		3			
PROJECT NAME:			KNap Infrastructure- Phase 1			BP1C - Temp Site Fencing														
MARKETING NO:			7/6/2017					Subcontractor	Ike's		Hall Contracting		Alison Fence		Frye Fence		Fence Builders			
ESTIMATOR:			Sam Webber					Phone	704-788-2139						919-779-4700		336-788-9090			
								Contact	Jeff Isenhour						Aaron Shobe		Don Richardson			
								Misc.												
								Misc.												
						Last \$\$ Posted to Summary														
						\$0														
SPEC.SECT. OR SHEET	BID ITEM:	ANALYSIS ITEM DESCRIPTION			Quantity	Unit	Unit Price	Total			NO BID		NO BID		Disqualified NO BID BOND		Disqualified NO BID BOND			
		General								-		-		-		-		-		-
		Bid Bond/Security								Yes					No		No			
		Addenda: 1								Yes					Yes		Yes			
		PreBid Meeting Minutes								Yes					Yes		Yes			
		Affidavit A								Yes					N/A		N/A			
		Affidavit B								N/A					Yes		Yes			
		Identification of Minority Business								Yes					Yes		Yes			
		Hold Price for 90 Days								Yes					Yes		Yes			
		Permits (if Req'd)								N/A					N/A		N/A			
		Signature								Yes					Yes		Yes			
		Base Bid								-		-		-		-		-		-
		BP1C - Temp Site Fencing			1	LS				\$ 91,808.00		\$ -		\$ -		\$ 64,906.00		\$ 127,448.00		\$ -
		Overhead & Profit, Gen Reqs., Proj. Mgmt			1	LS				\$ 66,720.00		\$ -		\$ -		\$ 19,970.00		\$ 38,820.00		\$ -
		Insurance			1	LS				\$ -		\$ -		\$ -		\$ 14,978.00		\$ -		\$ -
		Sales Tax (State + County)			1	LS				\$ 3,600.00		\$ -		\$ -		N/A		\$ 2,063.00		\$ -
		Bond Rate				%				1.44%					N/A		1.50%			
		Quantity Break Out																		
		BP1C - Manhours				MH				1,000		0		0		1,550		920		0
		BP1C - Temporary Fence				LF				4,270		0		0		20		4,225		0
		BP1C - Vented Windscreen				SF				26,000		0		0		3.95		25,350		0
		BP1C - Clean Up				\$				\$ 1,280.00		\$ -		\$ -		\$ -		\$ 2,040.00		\$ -
		Unit Prices																		
		BP1C - Temporary Fence				LF				* \$ 12.50		\$ -		\$ -		\$ 19.50		\$ 20.45		\$ -
		BP1C - 24' Gate Opening				EA				* \$ 1,500.00		\$ -		\$ -		\$ 1,800.00		\$ 2,050.00		\$ -
										* Each / Year										
		Labor Rates																		
		Foreman				HR				\$ 40.00		\$ -		\$ -		\$ 30.00		\$ 85.00		\$ -
		Equipment Operator				HR				\$ 36.00		\$ -		\$ -		N/A		\$ 65.00		\$ -
		Skilled Labor				HR				\$ 30.00		\$ -		\$ -		N/A		\$ 75.00		\$ -
		Traffic Controller/Flagman				HR				\$ 28.00		\$ -		\$ -		N/A		\$ 55.00		\$ -
		General/Clean Up Laborer				HR				\$ 22.00		\$ -		\$ -		\$ 20.00		\$ 55.00		\$ -
		TOTAL BASE BID AMOUNT								\$ 162,128		\$ -		\$ -		\$ 99,854		\$ 168,331		\$ -
		Alternates																		\$ -
		ALT 01 - Asphalt Patching								N/A		N/A		N/A		N/A		N/A		N/A
		ALT 02 - Temp Fence @ Laydown								\$ 52,000.00		\$ -		\$ -		\$ 48,405.45		\$ 27,310.00		\$ -
		ALT 03 - Temp Fence Panels								\$ 6,000.00		\$ -		\$ -		\$ 8,000.00		\$ 2,200.00		\$ -
		3A) Unit Price / 10 Panels								\$ 300.00		\$ -		\$ -		\$ 64.00		\$ 110.00		\$ -
		3B) Unit Price / 20 Panels								\$ 2,000.00		\$ -		\$ -		\$ 110.00		\$ 500.00		\$ -
		ALT 04 - Concrete @ Telecom								N/A		N/A		N/A		N/A		N/A		N/A
		Voluntary Alternates																		
		Vol Alt 01								\$ -		\$ -		\$ -		\$ -		\$ (10,000.00)		\$ -
		Vol Alt 02								\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
		Vol Alt 03								\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
		TOTAL WITH ALL ALTERNATES AMOUNT								\$ 220,128		\$ -		\$ -		\$ 156,259		\$ 187,841		\$ -



## SECTION TWO


### 2-2: Subcontractor Bids



**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ET

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase I

Name of Bidding Co.: Carolina Conduit Systems, Inc.  
Contact Name: Bary Hayes  
Contact Signature:   
Email Address: bhayes@carolinaconduit.com  
Business Address: 128 Airport Industrial Drive  
Clayton, NC 27520  
Phone Number: (919) 934-8911  
Bid Package No.: BP 1-A Underground Electrical

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

<b>BASE BID – BID PACKGE NO. 1. <u>BP 1A - Underground Electrical</u></b>	
<b>\$ <u>894,400.00</u></b>	<b>Dollars</b>
<b><u>Eight Hundred Ninety Four Thousand Four Hundred and no/100-----</u> (00/100) -</b>	
<b><u>(Enter Base Bid Amount in Words above)</u></b>	



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
<b>1</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	\$ 894,400.00
1.02	BP 1B – Demolition	1	LS	N/A
1.03	BP 1C – Temporary Site Fencing	1	LS	N/A
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	Included in Lump Sum
3.02	Insurance per Terms & Conditions		%	Included in Lump Sum
<b>4</b>	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			\$ 894,400.00
<b>5</b>	Sales Tax (State + County)			Included in Lump Sum
<b>6</b>	Bond Rate	1.00	%	(NOT INCLUDED)
<b>7</b>	<b>TOTAL BASE BID (Lines 4+5+6)</b>			<b>\$ 894,400.00</b>

<b>SECOND-TIER SUBCONTRACTORS</b>			
<b>How much of the above scope of work do you plan to subcontract?</b>			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB?</u> (Y/N)	<u>Amount</u>
1. N/A			
2.			
3.			
4.			
5.			
<b>TOTAL SECOND-TIER SUBCONTRACTORS:</b>			



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate –inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>90,800.00</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>N/A</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>N/A</u> 3A) <u>N/A</u> /EA 3B) <u>N/A</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>3,800.00</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: N/A  
Add | (Deduct) \$ N/A

Voluntary Alternate #2 Description: N/A  
Add | (Deduct) \$ N/A

Voluntary Alternate #3 Description: N/A  
Add | (Deduct) \$ N/A



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours	<u>8000</u>	MH
Total Linear Footage of 2 Way Electrical Ductbank	<u>340</u>	LF
Total Linear Footage of 4 Way Electrical Ductbank	<u>320</u>	LF
Total Linear Footage of 7 Way Electrical Ductbank	<u>13</u>	LF
Total Linear Footage of 9 Way Electrical Ductbank	<u>600</u>	LF
Total Linear Footage of 11 Way Electrical Ductbank	<u>415</u>	LF
Total Linear Footage of Telecommunication Conduit	<u>288 x 6 = 1728</u>	LF
Asphalt Patching	<u>720</u>	CY
Existing Curb, Gutter, Hardscape Repairs/Replacement	<u>\$ 16,400.00</u>	
Per Section 01550, Cleanup Cost	<u>\$ misc.</u>	

**Bid Package(s) 1B**

Quantity of Total Labor Manhours	<u>N/A</u>	MH
Per Section 01550, Cleanup Cost	<u>\$ N/A</u>	

**Bid Package(s) 1C**

Quantity of Total Labor Manhours	<u>N/A</u>	MH
Total Linear Footage of Posted Temporary Fence	<u>N/A</u>	LF
Total Square Footage of Vented Windscreen	<u>N/A</u>	SF
Per Section 01550, Cleanup Cost	<u>\$ N/A</u>	

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal & Haul-Off	<u>\$ 25.00</u>	/ CY
Contaminated Soil Excavation, Removal & Haul-Off	<u>\$ Cost-Plus</u>	/ CY
Suitable Soil Fill Import, Place & Compact	<u>\$ 35.00</u>	/ CY
Rock Removal & Haul-Off	<u>\$ 350.00</u>	/ CY
Furnish, Place & Compact #57 Stone	<u>\$ 65.00</u>	/ CY



Furnish, Place & Compact #5 Stone	\$ <u>65.00</u> / CY
Furnish, Place & Compact #21A Stone	\$ <u>60.00</u> / CY
Furnish, Place & Compact #3 Stone	\$ <u>65.00</u> / CY
Furnish & Install Heavy Duty Pavement Patching	\$ <u>16.00</u> / SF
Furnish & Install Standard Duty Pavement Patching	\$ <u>14.00</u> / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C	\$ <u>N/A</u> / LF
Furnish, Install & Maintain 24' Gate Opening per BP1C	\$ <u>N/A</u> / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>52.32</u> / HR
Equipment Operator	\$ <u>44.85</u> / HR
Skilled Laborer	\$ <u>40.25</u> / HR
Traffic Controller/Flagman	\$ <u>40.25</u> / HR
General/Clean Up Laborer	\$ <u>40.25</u> / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

ADDENDUM 01 -- 06/27/2017

Bidder acknowledges receipt of the pre bid conference minutes dated 06/26/2017 for meeting 06/16/2017

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety (X), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:



Printed Name:

Ronnie Stephens

Title:

President

Date:

07/05/2017

END OF SECTION 00400



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Carolina Conduit Systems, Inc.

128 Airport Industrial Drive, Clayton, NC 27520

as Principal, hereinafter called the Principal, and The Cincinnati Insurance Company

6200 S Gilmore Road, Fairfield, OH 45014

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Barton Malow Company

1923 South Blvd, Charlotte, NC 28203

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Kannapolis Downtown Infrastructure Bid Package 1A Underground Electrical

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 6th day of July, 2017

Chrissie Jones  
(Witness)

Carolina Conduit Systems, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

The Cincinnati Insurance Company

(Surety)

(Seal)

By: [Signature]

Attorney-in-Fact Heather Burroughs

(Title)



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint: **Heather Burroughs** its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond

Principal: Carolina Conduit Systems, Inc.

Obligee: Barton Malow Company

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.

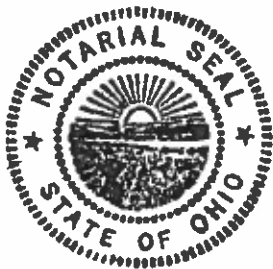
THE CINCINNATI INSURANCE COMPANY



STATE OF OHIO } ss:  
COUNTY OF BUTLER }

Vice President

On this 1st day of April, 2007, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 6th day of July, 2017.



Secretary



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, Carolina Conduit Systems, Inc  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
" NOT APPLICABLE "		

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) -0-



City of Kannapolis

Affidavit of Carolina Conduct Systems, Inc.  
 (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

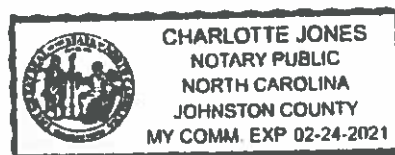
- ☐ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **Value = Ten (10) points.**
- ☐ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **Value = Ten (10) Points.**
- ☐ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = Fifteen (15) points.**
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. **Value = Ten (10) points.**
- ☐ (5) Attending any pre-bid meetings scheduled by the public owner. **Value = Ten (10) points.**
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = Twenty (20) points.**
- ☐ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = Fifteen (15) points.**
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = Twenty-five (25) points.**
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = Twenty (20) points.**
- ☐ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = Twenty (20) points.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7/6/17 Name of Authorized Officer: [Signature]



State of North Carolina. County of Johnston  
 Subscribed and sworn to before me this 6<sup>th</sup> day of July 20 17  
 Notary Public Charlotte Jones  
 My commission expires 8/24/21





CITY OF KANNAPOLIS

AFFIDAVIT B

Intent to Perform Contract with Own Workforce

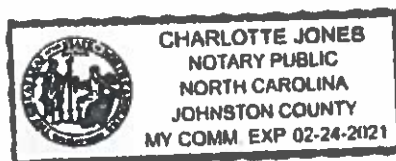
Affidavit of  
Carolina Conduit Systems, Inc  
(Name of Bidder)  
I hereby certify that it is our intent to perform 100% of the work required for the Kannapolis  
Downtown Infrastructure Bid Package 1A Underground  
Electrical contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and will complete all elements of this project without the use of subcontractors, materials suppliers or providers of professional services.

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 7/6/17 Name of Authorized Officer: Bonnie Stephens  
Signature: [Signature]  
Title: President  
State of North Carolina, County of Johnston  
Subscribed and sworn to before me this 6th day of July 2017  
Notary Public [Signature]  
My commission expires 2/24/21





**THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL**

**CITY OF KANNAPOLIS**

**AFFIDAVIT C**

**PORTION OF THE WORK TO BE PERFORMED BY SMALL DISADVANTAGED FIRMS**

If the portion of the work to be executed by small disadvantaged businesses as defined in G.S. 143-128.2(g) is equal to or greater than 10% of the Bidders total contract price, then the Bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive Bidder within 72 hours after notification of being low Bidder.

Affidavit of Carolina Conduit Systems, Inc I do certify that on the  
(Name of Company)

BP 1-A Underground Electrical \$ 894,400.00  
(Project Number) (Dollar Amount of Bid)

I will expend a minimum of 0 % of the total dollar amount of the contract with small disadvantaged business enterprises. SDBE's will be employed as subcontractors, vendors, or providers of professional services. Such work will be subcontracted to the following firms listed below.

Name, Address, and Phone No.	*SDBE Category	Description	Dollar Value	% of Contract
" NOT APPLICABLE "				

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Pursuant to G.S. 143-128.2(d), the undersigned will enter into a formal agreement with small disadvantaged firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.



The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 7/6/17 Name of Authorized Officer: Ronnie Stephens

Signature: [Signature]

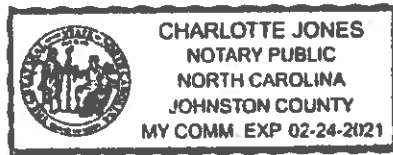
Title: President

State of North Carolina, County of Johnston

Subscribed and sworn to before me this 6th day of July 2017

Notary Public Charlotte Jones

My commission expires 2/24/21





# CITY OF KANNAPOLIS

## AFFIDAVIT D

### Good Faith Efforts

If the goal of 10% participation by small disadvantaged businesses is not achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts.

			Value
" NOT APPLICABLE "			

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation shall include the following evidence:

- Copies of solicitation for quotes to small disadvantaged business firms. Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- Copies of quotes or responses received from each firm responding to the solicitation.
- A telephone log of follow-up call to each firm sent a solicitation.
- For subcontracts where a small disadvantaged business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- Documentation of any contracts or correspondence to small disadvantaged businesses, community or contractor organizations in an attempt to meet the goal.
- Copy of pre-bid roster.
- Letter documenting efforts to provide assistance in obtaining required bonding or insurance for small disadvantaged businesses.
- Letter detailing reasons for rejection of a small disadvantaged business due to lack of qualification.
- Letter documenting proposed assistance offered to small disadvantaged businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: 7/6/17 Name of Authorized Officer: Ronnie Stephens

Signature: [Signature]

Title: President

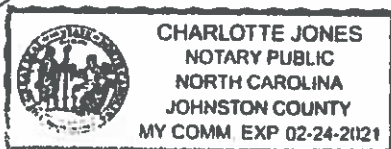
State of North Carolina, County of Johnston

Subscribed and sworn to before me this 6th day of July 2017

Notary Public Charlotte Jones

My commission expires 7/24/21

SEAL






**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ET

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase 1

Name of Bidding Co.: Wayne Brothers, Inc

Contact Name: Jim Rhodes

Contact Signature: 

Email Address: jim.rhodes@waynebrothers.com

Business Address: 357 Concrescere Pkwy  
Davidson, NC 28036

Phone Number: 704-956-2200

Bid Package No.: BP 1A - Underground Electrical

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

**BASE BID – BID PACKGE NO. 1. A - Underground Electrical**

**\$ 1,353,142 Dollars**

**One Million Three Hundred Fifty Three Thousand  
One Hundred Forty Two Dollars**

**(00/100)**

**(Enter Base Bid Amount in Words above)**



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Amount</b>
<b>1</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	\$1,353,142
1.02	BP 1B – Demolition	1	LS	NA
1.03	BP 1C – Temporary Site Fencing	1	LS	NA
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	NA
3.02	Insurance per Terms & Conditions		%	NA
<b>4</b>	<b>SUBTOTAL</b> (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			<b>\$1,353,142</b>
<b>5</b>	<b>Sales Tax (State + County)</b>			
<b>6</b>	<b>Bond Rate</b>	<u>          </u>	<b>%</b>	<b>(NOT INCLUDED)</b>
<b>7</b>	<b>TOTAL BASE BID (Lines 4+5+6)</b>			

<b>SECOND-TIER SUBCONTRACTORS</b>			
<b>How much of the above scope of work do you plan to subcontract?</b>			
<b>Second Tier Subcontractor</b>	<b>Scope of Work</b>	<b>HUB? (Y/N)</b>	<b>Amount</b>
1.			
2.			
3.			
4.			
5.			
<b>TOTAL SECOND-TIER SUBCONTRACTORS:</b>			



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate –inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>Deduct 113,000</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BP1C at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>NA</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>NA</u> 3A) <u>NA</u> /EA 3B) <u>NA</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>25,000</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours	<u>7,005</u>	MH
Total Linear Footage of 2 Way Electrical Ductbank	<u>230</u>	LF
Total Linear Footage of 4 Way Electrical Ductbank	<u>322</u>	LF
Total Linear Footage of 7 Way Electrical Ductbank	<u>13</u>	LF
Total Linear Footage of 9 Way Electrical Ductbank	<u>604</u>	LF
Total Linear Footage of 11 Way Electrical Ductbank	<u>29</u>	LF
Total Linear Footage of Telecommunication Conduit	<u>285</u>	LF
Asphalt Patching	<u>425</u>	CY
Existing Curb, Gutter, Hardscape Repairs/Replacement	<u>\$ 222,789</u>	
Per Section 01550, Cleanup Cost	<u>\$ 16,924</u>	

**Bid Package(s) 1B**

Quantity of Total Labor Manhours	<u>NA</u>	MH
Per Section 01550, Cleanup Cost	<u>\$ NA</u>	

**Bid Package(s) 1C**

Quantity of Total Labor Manhours	<u>NA</u>	MH
Total Linear Footage of Posted Temporary Fence	<u>NA</u>	LF
Total Square Footage of Vented Windscreen	<u>NA</u>	SF
Per Section 01550, Cleanup Cost	<u>\$ NA</u>	

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal & Haul-Off	<u>\$ 40</u>	/ CY
Contaminated Soil Excavation, Removal & Haul-Off	<u>\$ 145</u>	/ CY
Suitable Soil Fill Import, Place & Compact	<u>\$ 35</u>	/ CY
Rock Removal & Haul-Off	<u>Mob of \$30,000 + \$ \$500 per cy</u>	/ CY
Furnish, Place & Compact #57 Stone	<u>\$ 55</u>	/ CY



Furnish, Place & Compact #5 Stone	\$ <u>55</u> / CY
Furnish, Place & Compact #21A Stone	\$ <u>55</u> / CY
Furnish, Place & Compact #3 Stone	\$ <u>55</u> / CY
Furnish & Install Heavy Duty Pavement Patching	\$ <u>10</u> / SF
Furnish & Install Standard Duty Pavement Patching	\$ <u>8</u> / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C	\$ <u>NA</u> / LF
Furnish, Install & Maintain 24' Gate Opening per BP1C	\$ <u>NA</u> / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>44</u> / HR
Equipment Operator	\$ <u>35</u> / HR
Skilled Laborer	\$ <u>28</u> / HR
Traffic Controller/Flagman	\$ <u>32</u> / HR
General/Clean Up Laborer	\$ <u>26</u> / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

Addendum #1 dated 6.26.2017

Bidder acknowledges receipt of the pre bid conference minutes dated 6/14/17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety ( ), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders

Description of Work/Special Provisions and specific Work Scopes

Schedule and Phasing

Contract Agreement Form

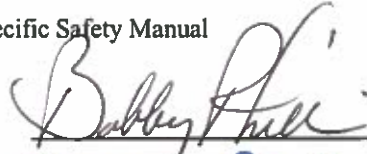
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:

Printed Name:

Title:

Date:

  
Bobby Phillips  
Vice-President  
7-5-17

END OF SECTION 00400



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, Wayne Brothers, Inc.  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$)\_\_\_\_\_.



City of Kannapolis

Affidavit A – Listing of the Good Faith Efforts

Affidavit of Wayne Brothers, Inc.  
(Name of Bidder)

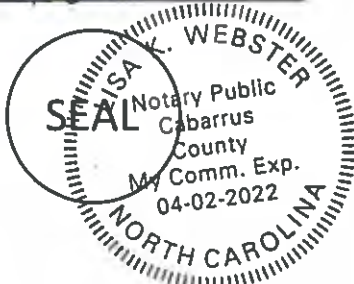
I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

- ☒ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = Ten (10) points.
- ☒ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = Ten (10) Points.
- ☒ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = Fifteen (15) points.
- ☒ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. Value= Ten (10) points.
- ☒ (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- ☐ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- ☐ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7-5-17 Name of Authorized Officer: Robert W. King



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this 5<sup>th</sup> day of July 2017  
Notary Public Lisa K. Webster  
My commission expires 4-2-2022



## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_  
Wayne Brothers, Inc. \_\_\_\_\_ as  
principal, and Fidelity and Deposit Company of Maryland \_\_\_\_\_, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
Barton Malow Co. \_\_\_\_\_ as obligee,  
in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% \_\_\_\_\_ DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ 6th \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2017 \_\_\_\_\_

WHEREAS, the said principal is herewith submitting proposal for  
Kannapolis Infrastructure & Street Landscape Phase 1, BP 1A - Underground Electrical  
and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

Wayne Brothers, Inc. \_\_\_\_\_ (SEAL)

By: [Signature] \_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Fidelity and Deposit Company of Maryland \_\_\_\_\_ (SEAL)

By: [Signature] \_\_\_\_\_ (SEAL)

Angela M. Young \_\_\_\_\_, Attorney-in-Fact





Bond Number Bid Bond

Obligee: Barton Malow Co.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by Michael P. Bond, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Angela M. Yount, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22<sup>nd</sup> day of July, A.D. 2015.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michael P. Bond*

By: Michael P. Bond  
Vice President



*Eric D. Barnes*

By: Eric D. Barnes  
Secretary

State of Maryland  
County of Baltimore

On this 22nd day of July, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Eric D. Barnes, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 6th day of July, 2017.



*Gerald F. Haley*

Gerald F. Haley, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056



SECTION 00400  
BID PROPOSAL FORM

TO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ET

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase 1

Name of Bidding Co.: FAULKNER CONSTRUCTION COMPANY, INC.  
Contact Name: JONATHAN L. ALFORD  
Contact Signature: [Signature]  
Email Address: JALFORD@FAULKNERCONSTRUCTION.COM  
Business Address: 113 EDINBURGH SOUTH DRIVE, SUITE 110  
CARY, NC 27511  
Phone Number: 919-380-9293  
Bid Package No.: 1A - UNDERGROUND ELECTRICAL

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID - BID PACKAGE NO. 1. A - UNDERGROUND ELECTRICAL  
\$ 1,952,545.00 Dollars  
ONE MILLION, NINE HUNDRED FIFTY TWO THOUSAND, FIVE HUNDRED FORTY (00/100)  
(Enter Base Bid Amount in Words above) FIVE DOLLARS + ZERO CENTS



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
<b>1</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	\$1,515,050.00
1.02	BP 1B – Demolition	1	LS	N/A
1.03	BP 1C – Temporary Site Fencing	1	LS	N/A
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	\$368,500.00
3.02	Insurance per Terms & Conditions	1	%	\$19,525.00
<b>4</b>	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			\$1,923,075.00
<b>5</b>	Sales Tax (State + County)			\$29,470.00
<b>6</b>	Bond Rate	1	%	(NOT INCLUDED)
<b>7</b>	TOTAL BASE BID (Lines 4+5+6)			\$1,952,545.00

<b>SECOND-TIER SUBCONTRACTORS</b>			
How much of the above scope of work do you plan to subcontract? \$169,264.00			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB? (Y/N)</u>	<u>Amount</u>
1. D'S TRUCKING	TRUCKING	Y	\$107,264.00
2. VISION DIRECTIONAL DRILLING	DIRECTIONAL DRILLING	N	\$62,000.00
3.			
4.			
5.			
TOTAL SECOND-TIER SUBCONTRACTORS:			\$169,264.00



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate –inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   <u>(Deduct)</u> \$ <u>190,475<sup>00</sup></u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>NO CHANGE</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>NO CHANGE</u> 3A) <u>NO CHANGE</u> /EA 3B) <u>NO CHANGE</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	<u>Add</u> (Deduct) \$ <u>61,600<sup>00</sup></u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours

11,825 MH

Total Linear Footage of 2 Way Electrical Ductbank

605 LF

Total Linear Footage of 4 Way Electrical Ductbank

300 LF

Total Linear Footage of 7 Way Electrical Ductbank

20 LF

Total Linear Footage of 9 Way Electrical Ductbank

830 LF

Total Linear Footage of 11 Way Electrical Ductbank

190 LF

Total Linear Footage of Telecommunication Conduit

1,740 LF

Asphalt Patching

418 CY

Existing Curb, Gutter, Hardscape Repairs/Replacement

\$ 58,680<sup>00</sup>

Per Section 01550, Cleanup Cost

\$ 8,200<sup>00</sup>**Bid Package(s) 1B**

Quantity of Total Labor Manhours

N/A MH

Per Section 01550, Cleanup Cost

\$ N/A**Bid Package(s) 1C**

Quantity of Total Labor Manhours

N/A MH

Total Linear Footage of Posted Temporary Fence

N/A LF

Total Square Footage of Vented Windscreen

N/A SF

Per Section 01550, Cleanup Cost

\$ N/A**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal &amp; Haul-Off

\$ 30<sup>00</sup> / CY

Contaminated Soil Excavation, Removal &amp; Haul-Off

\$ 300<sup>00</sup> / CY

Suitable Soil Fill Import, Place &amp; Compact

\$ 40<sup>00</sup> / CY

Rock Removal &amp; Haul-Off

\$ 350<sup>00</sup> / CY

Furnish, Place &amp; Compact #57 Stone

\$ 60<sup>00</sup> / CY



Furnish, Place &amp; Compact #5 Stone

\$ 600<sup>00</sup> / CY

Furnish, Place &amp; Compact #21A Stone

\$ 65<sup>00</sup> / CY

Furnish, Place &amp; Compact #3 Stone

\$ 60<sup>00</sup> / CY

Furnish &amp; Install Heavy Duty Pavement Patching

\$ 110<sup>75</sup> / SF

Furnish &amp; Install Standard Duty Pavement Patching

\$ 14<sup>75</sup> / SF**Bid Package(s) 1C**

Furnish, Install &amp; Maintain Temporary Fence per BP1C

\$ N/A / LF

Furnish, Install &amp; Maintain 24' Gate Opening per BP1C

\$ N/A / EA**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman

\$ 55<sup>00</sup> / HR

Equipment Operator

\$ 38<sup>00</sup> / HR

Skilled Laborer

\$ 30<sup>00</sup> / HR

Traffic Controller/Flagman

\$ 30<sup>00</sup> / HR

General/Clean Up Laborer

\$ 28<sup>00</sup> / HR**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

ADDENDUM #1 DATED 6/26/17

Bidder acknowledges receipt of the pre bid conference minutes dated 6/16/17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety (☒) , certified check ( ☐ ), or cashier's check ( ☐ ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:



Printed Name:

F. R. Bucke III

Title:

E. V. P.

Date:

7/5/2017

END OF SECTION 00400



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, FAULKNER CONSTRUCTION COMPANY, INC.  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
D'S TRUCKING INDIAN TRAIL, NC 704-363-9457	TRUCKING	F

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 107,264<sup>00</sup>



City of Kannapolis

Affidavit A – Listing of the Good Faith Efforts

Affidavit of FALCONER CONSTRUCTION COMPANY, INC.  
(Name of Bidder)

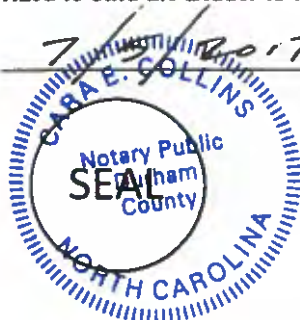
I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

- ☒ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = Ten (10) points.
- ☒ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = Ten (10) Points.
- ☒ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = Fifteen (15) points.
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. Value = Ten (10) points.
- ☒ (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- ☐ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- ☒ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7/26/2017 Name of Authorized Officer: [Signature]



State of North Carolina, County of DURHAM  
Subscribed and sworn to before me this 5<sup>TH</sup> day of JULY 2017  
Notary Public Cara E. Collins  
My commission expires 3/26/2022



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Faulconer Construction Co., Inc.  
2496 Old Ivy Road  
Charlottesville, VA 22903

### SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06155-0001  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

Barton Malow  
1923B South Blvd.  
Charlotte, NC 28203

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

BP1A-Underground Electrical, City of Kannapolis, NC; As per attached bid.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of July, 2017.

*Cara E. Gellin*

(Witness)

Faulconer Construction Co., Inc.

(Principal)

(Seal)

By: *[Signature]*

(Title)

Hartford Fire Insurance Company

(Surety)

(Seal)

By: *Cynthia Ellinwood*

(Title) Cynthia Ellinwood, Attorney-in-Fact

*Elizabeth A. Dyer*

(Witness)





# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 14-731609

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Wyatt H. Walton, Cynthia Ellinwood, Elizabeth A. Dyer, Joseph C. Thomas Jr.

of

Roanoke, VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 12<sup>th</sup> day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 6, 2017  
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President



**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase I

BID DATE: July 6, 2017 @ 9:00 a.m. ET

Name of Bidding Co.: DHGriffin Wrecking Co., Inc.

Contact Name: Daniel Pleasants

Contact Signature: Dan Pleasants

Email Address: dpleasants@dhgriffin.com

Business Address: 11205 Reames Rd.  
Charlotte, N.C. 28269

Phone Number: 704-331-9400

Bid Package No.: 1B

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID - BID PACKAGE NO. 1. <u>B</u> - <u>Demolition</u>	
\$ <u>339,400.00</u>	Dollars
<u>Three hundred thirty-nine thousand four hundred dollars (00/100)</u>	
(Enter Base Bid Amount in Words above)	



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
1	Base Bid			
1.01	BP 1A – Underground Electrical	1	LS	
1.02	BP 1B – Demolition	1	LS	252,000 <sup>00</sup>
1.03	BP 1C – Temporary Site Fencing	1	LS	
3	Overhead & Profit			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	84,000 <sup>00</sup>
3.02	Insurance per Terms & Conditions	1	%	3,400 <sup>00</sup>
4	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			
5	Sales Tax (State + County)			
6	Bond Rate		%	(NOT INCLUDED)
7	TOTAL BASE BID (Lines 4+5+6)			339,400 <sup>00</sup>

<b>SECOND-TIER SUBCONTRACTORS</b>			
How much of the above scope of work do you plan to subcontract?			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB?</u> (Y/N)	<u>Amount</u>
1. OnniSource Solutions	Gen. Labor	Y	14,000 <sup>00</sup>
2. Migo Grading & Gravel	Hauling		15,000 <sup>00</sup>
3.			
4.			
5.			
TOTAL SECOND-TIER SUBCONTRACTORS:			



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate—inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ _____
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BP1C at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ _____
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ _____ 3A) _____ /EA 3B) _____ /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ _____

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of 2 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 4 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 7 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 9 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 11 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of Telecommunication Conduit \_\_\_\_\_ LF

Asphalt Patching \_\_\_\_\_ CY

Existing Curb, Gutter, Hardscape Repairs/Replacement \$ \_\_\_\_\_

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1B**Quantity of Total Labor Manhours 1920 MHPer Section 01550, Cleanup Cost \$ 2,200<sup>00</sup>**Bid Package(s) 1C**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of Posted Temporary Fence \_\_\_\_\_ LF

Total Square Footage of Vented Windscreen \_\_\_\_\_ SF

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Contaminated Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Suitable Soil Fill Import, Place &amp; Compact \$ \_\_\_\_\_ / CY

Rock Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Furnish, Place &amp; Compact #57 Stone \$ \_\_\_\_\_ / CY



Furnish, Place & Compact #5 Stone \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #21A Stone \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #3 Stone \$ \_\_\_\_\_ / CY

Furnish & Install Heavy Duty Pavement Patching \$ \_\_\_\_\_ / SF

Furnish & Install Standard Duty Pavement Patching \$ \_\_\_\_\_ / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C \$ \_\_\_\_\_ / LF

Furnish, Install & Maintain 24' Gate Opening per BP1C \$ \_\_\_\_\_ / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman \$ 50 / HR

Equipment Operator \$ 50 / HR

Skilled Laborer \$ 37 / HR

Traffic Controller/Flagman \$ 34 / HR

General/Clean Up Laborer \$ 30 / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

Add. 6/26/17

Bidder acknowledges receipt of the pre bid conference minutes dated 6/16/17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety ( ), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:

Printed Name:

Title:

Date:

D. Pleasant  
Daniel Pleasant  
Project Manager  
6/29/17

END OF SECTION 00400



City of Kannapolis

Affidavit A – Listing of the Good Faith Efforts

Affidavit of DH Griffin Wrecking Co., Inc.  
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

- ☒ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = Ten (10) points.
- ☒ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = Ten (10) Points.
- ☒ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = Fifteen (15) points.
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. Value = Ten (10) points.
- ☒ (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- ☒ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- ☐ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GSI 43-1 28.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 6/29/17 Name of Authorized Officer: Daniel Pleasants



State of North Carolina, County of \_\_\_\_\_  
Subscribed and sworn to before me this 29 day of June 2017  
Notary Public UND A Baker  
My commission expires 10-27-18



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, DH Griffin Wrecking Co., Inc.  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
Mega Grading & Gravel	Hauling	W
OmniSource Solutions	Gen. Labor	B, W

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 30,000.00



# BID BOND

## Travelers Casualty and Surety Company of America

Hartford, Connecticut 06183

---

**CONTRACTOR:**

*(Name, legal status and address)*

D.H. Griffin Wrecking Co., Inc.  
11205 Reames Road  
Charlotte, NC 28269

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**OWNER:**

*(Name, legal status and address)*

City of Kannapolis  
401 Laureate Way  
Kannapolis, NC 28081

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Kannapolis Downtown Infrastructure & Streetscape - Phase 1, Bid Package: 1B - Demolition

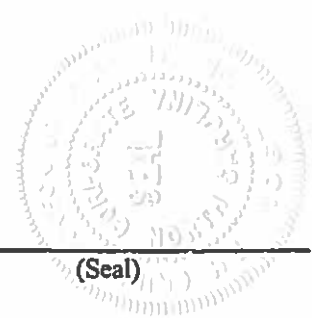
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.



Signed and sealed this 29th day of June, 2017



D.H. Griffin Wrecking Co., Inc.  
(Principal)

(Seal)

Neer Balin

(Witness)

By: Chad Drake  
(Title) Division Manager

Travelers Casualty and Surety Company of America  
(Surety)

(Seal)

Walker Sir

(Witness)

By: Mark W. Edwards, II  
(Title) Mark W. Edwards, II Attorney-in-Fact







## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No.

228029

Certificate No. 006865872

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert Read Davis of Atlanta, Georgia; Robert M. Verdin of Metairie, Louisiana; Christopher C. Gardner of Union, Mississippi; Mark W. Edwards, II, Ronald B. Giadrosich, Jeffrey M. Wilson, William M. Smith, Evondia H. Woessner, Robert R. Freel, and Alisa B. Ferris

of the City of Birmingham, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of July, 2016.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 6th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29<sup>th</sup> day of June, 2017.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**SECTION 00400  
BID PROPOSAL FORM**


TO: Barton Malow Company

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase 1

BID DATE: July 6, 2017 @ 9:00 a.m. ET

Name of Bidding Co.: Environmental Holdings Group, LLC "EHG"

Contact Name: Mike Craddock

Contact Signature: 

Email Address: mcraddock@ehgllc.com

Business Address: 1010 Atando Ave.  
Charlotte, NC 28206

Phone Number: 704-527-2018

Bid Package No.: 1B - Demolition

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

<b>BASE BID – BID PACKGE NO. 1. <u>1 B</u> - <u>Demolition</u></b>	
<b>\$ <u>421,890</u></b>	<b>Dollars</b>
<b><u>Four hundred twenty one thousand eight hundred ninety</u> (00/100)</b>	
<b>(Enter Base Bid Amount in Words above)</b>	



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
1	Base Bid			
1.01	BP 1A – Underground Electrical	1	LS	
1.02	BP 1B – Demolition	1	LS	\$338,722
1.03	BP 1C – Temporary Site Fencing	1	LS	
3	Overhead & Profit			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	\$70,887
3.02	Insurance per Terms & Conditions	3	%	\$12,291
4	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			\$421,890
5	Sales Tax (State + County)			\$0
6	Bond Rate	3.5	%	(NOT INCLUDED)
7	TOTAL BASE BID (Lines 4+5+6)			\$421,890

<b>SECOND-TIER SUBCONTRACTORS</b>			
<b>How much of the above scope of work do you plan to subcontract?</b>			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB? (Y/N)</u>	<u>Amount</u>
1. Novacor	Labor	Y	\$7,200
2. MUGO	Trucking	Y	\$25,000
3. TWD	Trucking	N	\$20,000
4.			
5.			
TOTAL SECOND-TIER SUBCONTRACTORS:			\$52,200



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate—inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>NA</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>NA</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>NA</u> 3A) <u>NA</u> /EA 3B) <u>NA</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>NA</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: NA  
Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours	_____ NA _____	MH
Total Linear Footage of 2 Way Electrical Ductbank	_____ NA _____	LF
Total Linear Footage of 4 Way Electrical Ductbank	_____ NA _____	LF
Total Linear Footage of 7 Way Electrical Ductbank	_____ NA _____	LF
Total Linear Footage of 9 Way Electrical Ductbank	_____ NA _____	LF
Total Linear Footage of 11 Way Electrical Ductbank	_____ NA _____	LF
Total Linear Footage of Telecommunication Conduit	_____ NA _____	LF
Asphalt Patching	_____ NA _____	CY
Existing Curb, Gutter, Hardscape Repairs/Replacement	\$ _____ NA _____	
Per Section 01550, Cleanup Cost	\$ _____ NA _____	

**Bid Package(s) 1B**

Quantity of Total Labor Manhours	_____ 1,680 _____	MH
Per Section 01550, Cleanup Cost	\$ _____ 2,000 _____	

**Bid Package(s) 1C**

Quantity of Total Labor Manhours	_____ NA _____	MH
Total Linear Footage of Posted Temporary Fence	_____ NA _____	LF
Total Square Footage of Vented Windscreen	_____ NA _____	SF
Per Section 01550, Cleanup Cost	\$ _____ NA _____	

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal & Haul-Off	\$ _____ NA _____ / CY
Contaminated Soil Excavation, Removal & Haul-Off	\$ _____ NA _____ / CY
Suitable Soil Fill Import, Place & Compact	\$ _____ NA _____ / CY
Rock Removal & Haul-Off	\$ _____ NA _____ / CY
Furnish, Place & Compact #57 Stone	\$ _____ NA _____ / CY



Furnish, Place & Compact #5 Stone	\$ <u>NA</u> / CY
Furnish, Place & Compact #21A Stone	\$ <u>NA</u> / CY
Furnish, Place & Compact #3 Stone	\$ <u>NA</u> / CY
Furnish & Install Heavy Duty Pavement Patching	\$ <u>NA</u> / SF
Furnish & Install Standard Duty Pavement Patching	\$ <u>NA</u> / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C	\$ <u>NA</u> / LF
Furnish, Install & Maintain 24' Gate Opening per BP1C	\$ <u>NA</u> / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>65.00</u> / HR
Equipment Operator	\$ <u>85.00</u> / HR
Skilled Laborer	\$ <u>55.00</u> / HR
Traffic Controller/Flagman	\$ <u>50.00</u> / HR
General/Clean Up Laborer	\$ <u>50.00</u> / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

Addenda # 1 June 26, 2017

Bidder acknowledges receipt of the pre bid conference minutes dated 6/16/17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety ( ), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:



Printed Name:

Michael Craddock

Title:

VP, Division Manager

Date:

7/5/17

END OF SECTION 00400



# **CITY OF KANNAPOLIS SDBE COMPLIANCE PROVISIONS**

## **Identification of Small Disadvantaged Business Participation**

I, EHG Michael Craddock  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
Novacor	Labor	Non Minority Female
MUGO	Trucking	Non Minority Female

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 32,200.



**City of Kannapolis**  
**Affidavit A – Listing of the Good Faith Efforts**

Affidavit of EHG

(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**

*(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")*

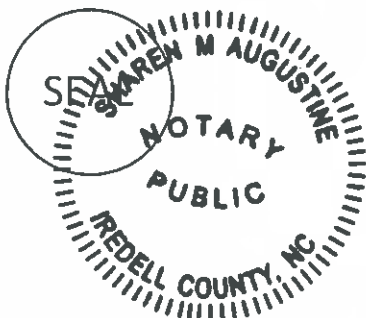
- ☒ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **Value = Ten (10) points.**
- ☐ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **Value = Ten (10) Points.**
- ☒ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = Fifteen (15) points.**
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. **Value= Ten (10) points.**
- ☐ (5) Attending any pre-bid meetings scheduled by the public owner. **Value = Ten (10) points.**
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = Twenty (20) points.**
- ☒ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = Fifteen (15) points.**
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = Twenty-five (25) points.**
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = Twenty (20) points.**
- ☒ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = Twenty (20) points.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7/6/17

Name of Authorized Officer: Michael Craddock

*Michael Craddock*



State of North Carolina, County of Mecklenburg  
Subscribed and sworn to before me this 10 day of 2017  
Notary Public Sharen M. Augustine  
My commission expires June 12, 2021



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Environmental Holdings Group, LLC  
1010 Atando Avenue  
Charlotte NC 28206

### SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company  
One Bala Plaza, Suite 100  
Bala Cynwyd PA 19004-1403

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

### OWNER:

(Name, legal status and address)

City of Kannapolis  
120 S. Main Street  
Kannapolis NC 28081

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Infrastructure and Streetscape Phase I

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of July, 2017

Daniel Moul  
(Witness)

Elizabeth Burnett  
(Witness) Elizabeth Burnett

Environmental Holdings Group, LLC  
(Principal) (Seal)

By: Nicole Cella VP  
(Title)

Philadelphia Indemnity Insurance Company  
(Surety) (Seal)

By: Leah Goare  
(Title) Leah Goare Attorney-in-Fact

Surety Phone No.







**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

**Surety Bond Number:** Bid Bond

**Principal:** Environmental Holdings Group, LLC

**Obligee:** City of Kannapolis

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Leah Goure, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:**

That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER  
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.

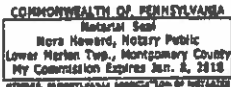


(Seal)

*Robert D. O'Leary Jr.*

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Nora Howard*

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6<sup>th</sup> day of July, 2017.



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase I

BID DATE: July 6, 2017 @ 9:00 a.m. ET

Name of Bidding Co.: Ike's Construction, Inc.Contact Name: Jeff IsenhourContact Signature: Email Address: jeff@ikesconstruction.comBusiness Address: 2319 Concord Lake RdConcord, NC 28025Phone Number: 704-788-2139Bid Package No.: 1B- Demolition

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID - BID PACKAGE NO. 1. B - Demolition\$ 555,710.00 DollarsFive hundred fifty-five thousand seven hundred ten

(00/100)

(Enter Base Bid Amount in Words above)



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
<b>I</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	N/A
1.02	BP 1B – Demolition	1	LS	409,660. <sup>00</sup>
1.03	BP 1C – Temporary Site Fencing	1	LS	N/A
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	145,750. <sup>00</sup>
3.02	Insurance per Terms & Conditions		%	0. <sup>00</sup>
<b>4</b>	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			555,410. <sup>00</sup>
<b>5</b>	Sales Tax (State + County)			300. <sup>00</sup>
<b>6</b>	Bond Rate	_____	%	(NOT INCLUDED)
<b>7</b>	<b>TOTAL BASE BID (Lines 4+5+6)</b>			555,710. <sup>00</sup>

<b>SECOND-TIER SUBCONTRACTORS</b>			
How much of the above scope of work do you plan to subcontract?			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB?</u> (Y/N)	<u>Amount</u>
1. Kerns Trucking	trucking	N	65,350. <sup>00</sup>
2. Sides Seeding	seeding	N	4,500. <sup>00</sup>
3.			
4.			
5.			
<b>TOTAL SECOND-TIER SUBCONTRACTORS:</b>			69,850



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate—inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>N/A</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>N/A</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>N/A</u> 3A) <u>N/A</u> /EA 3B) <u>N/A</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>N/A</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: \_\_\_\_\_  
 \_\_\_\_\_ Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of 2 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 4 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 7 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 9 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 11 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of Telecommunication Conduit \_\_\_\_\_ LF

Asphalt Patching \_\_\_\_\_ CY

Existing Curb, Gutter, Hardscape Repairs/Replacement \$ \_\_\_\_\_

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1B**

Quantity of Total Labor Manhours 2,500 MH

Per Section 01550, Cleanup Cost \$ 2,560.<sup>00</sup>

**Bid Package(s) 1C**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of Posted Temporary Fence \_\_\_\_\_ LF

Total Square Footage of Vented Windscreen \_\_\_\_\_ SF

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal & Haul-Off \$ \_\_\_\_\_ / CY

Contaminated Soil Excavation, Removal & Haul-Off \$ \_\_\_\_\_ / CY

Suitable Soil Fill Import, Place & Compact \$ \_\_\_\_\_ / CY

Rock Removal & Haul-Off \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #57 Stone \$ \_\_\_\_\_ / CY



Furnish, Place & Compact #5 Stone	\$ _____ / CY
Furnish, Place & Compact #21A Stone	\$ _____ / CY
Furnish, Place & Compact #3 Stone	\$ _____ / CY
Furnish & Install Heavy Duty Pavement Patching	\$ _____ / SF
Furnish & Install Standard Duty Pavement Patching	\$ _____ / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C	\$ _____ / LF
Furnish, Install & Maintain 24' Gate Opening per BP1C	\$ _____ / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>40.00</u> / HR
Equipment Operator	\$ <u>36.00</u> / HR
Skilled Laborer	\$ <u>30.00</u> / HR
Traffic Controller/Flagman	\$ <u>28.00</u> / HR
General/Clean Up Laborer	\$ <u>22.00</u> / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

1- 6/26/2017

Bidder acknowledges receipt of the pre bid conference minutes dated 6/16/2017

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety (X), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:

Printed Name:

Title:

Date:



Jeff Isenhour

President

7/6/2017

END OF SECTION 00400



## CITY OF KANNAPOLIS SDBE COMPLIANCE PROVISIONS

### Identification of Small Disadvantaged Business Participation

I, Ike's Construction, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
NONE	NONE	NONE

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 0.00



City of Kannapolis

Affidavit A – Listing of the Good Faith Efforts

Affidavit of Ike's Construction, Inc.

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

- ☒ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = Ten (10) points.
- ☒ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = Ten (10) Points.
- ☒ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = Fifteen (15) points.
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. Value = Ten (10) points.
- ☒ (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- ☒ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- ☒ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GSI43-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7/6/2017

Name of Authorized Officer: Andrew P. Messmer

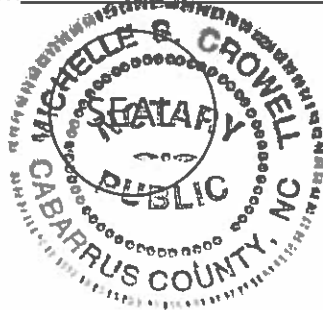
Andrew P. Messmer Vice President

State of North Carolina, County of Cabarrus

Subscribed and sworn to before me this 56 day of 20 July, 2017

Notary Public Michelle S. Crowell

My commission expires 8/17/18





## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

Ike's Construction, Inc. \_\_\_\_\_ as  
principal, and Philadelphia Indemnity Insurance Company \_\_\_\_\_, as surety, who is  
duly licensed to act as surety in North Carolina, are held and firmly bound unto  
City of Kannapolis \_\_\_\_\_ as obligee,  
in the penal sum of Five Percent of Amount Bid \_\_\_\_\_ 5% \_\_\_\_\_ DOLLARS, lawful money of  
the United States of America, for the payment of which, well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

Signed, sealed and dated this 6th day of July, 2017

WHEREAS, the said principal is herewith submitting proposal for

Kannapolis Downtown Infrastructure and Streetscape Phase 1, BP 1B - Demolition

and the principal desires to file this bid bond in lieu of making the cash deposit as required  
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that  
if the principal shall be awarded the contract for which the bid is submitted and shall  
execute the contract and give bond for the faithful performance thereof within ten days after  
the award of same to the principal, then this obligation shall be null and void; but if the  
principal fails to so execute such contract and give performance bond as required by G.S.  
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in  
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by  
G.S. 143-129.1

Ike's Construction, Inc. \_\_\_\_\_ (SEAL)

By: Andrew P. Messmer \_\_\_\_\_ (SEAL)

Andrew P. Messmer V. & President \_\_\_\_\_ (SEAL)

Philadelphia Indemnity Insurance Company \_\_\_\_\_ (SEAL)

By: Angela M. Yount \_\_\_\_\_ (SEAL)  
Angela M. Yount, Attorney-in-Fact







**PHILADELPHIA**  
INSURANCE COMPANIES

A Member of the Tokio Marine Group

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

Surety Bond Number: Bid Bond  
Principal: Ike's Construction, Inc.  
Obligee: City of Kannapolis

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Angela M. Yount, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.

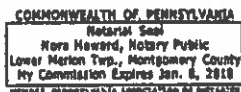


(Seal)

*Robert D. O'Leary Jr.*

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

*Nora Howard*

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 6<sup>th</sup> day of July, 2017.



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY




**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ET

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase I

Name of Bidding Co.: Ike's Construction, Inc.

Contact Name: Jeff Isenhour

Contact Signature: 

Email Address: jeff@ikesconstruction.com

Business Address: 2319 Concord Lake Rd  
Concord, NC 28025

Phone Number: 704-788-2139

Bid Package No.: 1C- Temporary Site Fencing

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID - BID PACKGE NO. 1. <u>C</u> - <u>Temporary Site Fencing</u>	
\$ <u>162,128.<sup>00</sup></u>	Dollars
<u>One hundred sixty two thousand one hundred twenty eight</u> (00/100)	
(Enter Base Bid Amount in Words above)	



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
<b>1</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	N/A
1.02	BP 1B – Demolition	1	LS	N/A
1.03	BP 1C – Temporary Site Fencing	1	LS	91,808.00
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	66,720.00
3.02	Insurance per Terms & Conditions		%	0.00
<b>4</b>	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			158,528.00
<b>5</b>	Sales Tax (State + County)			3,600.00
<b>6</b>	Bond Rate		%	(NOT INCLUDED)
<b>7</b>	<b>TOTAL BASE BID (Lines 4+5+6)</b>			<b>162,128.00</b>

<b>SECOND-TIER SUBCONTRACTORS</b>			
How much of the above scope of work do you plan to subcontract?			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB?</u> (Y/N)	<u>Amount</u>
1. National Construction Rentals	Fence	N	69,896.00
2.			
3.			
4.			
5.			
<b>TOTAL SECOND-TIER SUBCONTRACTORS:</b>			<b>69,896.00</b>



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate—inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>N/A</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>52,000.<sup>00</sup></u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	<div> Add   (Deduct) \$ <u>6,000.<sup>00</sup></u> </div> <div> 3A) <u>300.<sup>00</sup></u> /EA </div> <div> 3B) <u>2,000.<sup>00</sup></u> /EA </div>
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>N/A</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: \_\_\_\_\_  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: \_\_\_\_\_  
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Voluntary Alternate #3 Description: \_\_\_\_\_  
Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of 2 Way Electrical Ductbank \_\_\_\_\_ LF

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Asphalt Patching \_\_\_\_\_ CY

Existing Curb, Gutter, Hardscape Repairs/Replacement \$ \_\_\_\_\_

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1B**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1C**Quantity of Total Labor Manhours 1,000 MHTotal Linear Footage of Posted Temporary Fence 4,270 LFTotal Square Footage of Vented Windscreen 26,000 SFPer Section 01550, Cleanup Cost \$ 1,280.00**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Contaminated Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Suitable Soil Fill Import, Place &amp; Compact \$ \_\_\_\_\_ / CY

Rock Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Furnish, Place &amp; Compact #57 Stone \$ \_\_\_\_\_ / CY



Furnish, Place & Compact #5 Stone	\$ _____ / CY
Furnish, Place & Compact #21A Stone	\$ _____ / CY
Furnish, Place & Compact #3 Stone	\$ _____ / CY
Furnish & Install Heavy Duty Pavement Patching	\$ _____ / SF
Furnish & Install Standard Duty Pavement Patching	\$ _____ / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BPIC	\$ <u>12.50</u> / LF / YR
Furnish, Install & Maintain 24' Gate Opening per BPIC	\$ <u>1500</u> / EA / YR

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>40.<sup>00</sup></u> / HR
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Skilled Laborer	\$ <u>30.<sup>00</sup></u> / HR
Traffic Controller/Flagman	\$ <u>28.<sup>00</sup></u> / HR
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Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

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Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:



Printed Name:

Jeff Isenhour

Title:

President

Date:

7/6/2017

END OF SECTION 00400



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, Ike's Construction, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
NONE	NONE	NONE

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 0.00



City of Kannapolis

Affidavit A – Listing of the Good Faith Efforts

Affidavit of Ike's Construction, Inc.

(Name of Bidder)

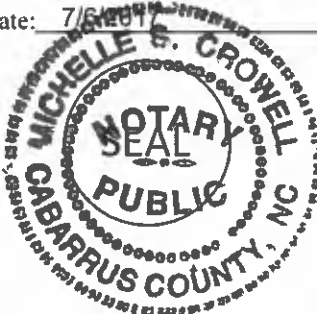
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(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")

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- ☒ (5) Attending any pre-bid meetings scheduled by the public owner. Value = Ten (10) points.
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = Twenty (20) points.
- ☒ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = Fifteen (15) points.
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = Twenty-five (25) points.
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. Value = Twenty (20) points.
- ☒ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = Twenty (20) points.

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: 7/6/2017 Name of Authorized Officer: Andreup P. Mosser



State of North Carolina, County of Cabarrus

Subscribed and sworn to before me this 56 day of July, 2017

Notary Public Michelle S. Crowell

My commission expires 8/14/18



**SECTION 00400  
BID PROPOSAL FORM**

TO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ET

PROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase 1

Name of Bidding Co.: Fence Builders Inc  
Contact Name: Don Richardson  
Contact Signature: \_\_\_\_\_  
Email Address: drichardson@fencebuildewrsinc.com  
Business Address: 1230 Old Salisbury rd  
Winston-Salem, NC 27127  
Phone Number: 336-788-9090  
Bid Package No.: 1C

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID – BID PACKGE NO. 1. <u>C</u> - _____	
\$ <u>168,331.00</u>	Dollars
<u>one hundred sixty eight thousand three hundred thirty one dollars</u> (00/100)	
(Enter Base Bid Amount in Words above)	



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
<b>1</b>	<b>Base Bid</b>			
1.01	BP 1A – Underground Electrical	1	LS	
1.02	BP 1B – Demolition	1	LS	
1.03	BP 1C – Temporary Site Fencing	1	LS	127,448.00
<b>3</b>	<b>Overhead &amp; Profit</b>			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	38,820.00
3.02	Insurance per Terms & Conditions		%	
<b>4</b>	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			
<b>5</b>	Sales Tax (State + County)			2,063.00
<b>6</b>	Bond Rate	<u>1.5</u>	%	(NOT INCLUDED)
<b>7</b>	<b>TOTAL BASE BID (Lines 4+5+6)</b>			<b>\$168,331.00</b>

<b>SECOND-TIER SUBCONTRACTORS</b>			
<b>How much of the above scope of work do you plan to subcontract?</b>			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB? (Y/N)</u>	<u>Amount</u>
1. N/A	N/A	N/A	N/A
2.			
3.			
4.			
5.			
<b>TOTAL SECOND-TIER SUBCONTRACTORS:</b>			<b>N/A</b>



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate –inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ <u>N/A</u>
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>27,310</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>2,200</u> 3A) <u>\$110.00</u> /EA 3B) <u>\$500.00</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ <u>N/A</u>

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: Delete 12"x12" cutting of concrete or asphalt  
Core drill round hole up to 3" for post placement Add | (Deduct) \$ -\$10,000

Voluntary Alternate #2 Description: N/A  
 Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: N/A  
 Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of 2 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 4 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 7 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 9 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 11 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of Telecommunication Conduit \_\_\_\_\_ LF

Asphalt Patching \_\_\_\_\_ CY

Existing Curb, Gutter, Hardscape Repairs/Replacement \$ \_\_\_\_\_

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1B**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1C**

Quantity of Total Labor Manhours 920 MH

Total Linear Footage of Posted Temporary Fence 4225 LF

Total Square Footage of Vented Windscreen 25,350 SF

Per Section 01550, Cleanup Cost \$ 2,040.00

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal & Haul-Off \$ \_\_\_\_\_ / CY

Contaminated Soil Excavation, Removal & Haul-Off \$ \_\_\_\_\_ / CY

Suitable Soil Fill Import, Place & Compact \$ \_\_\_\_\_ / CY

Rock Removal & Haul-Off \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #57 Stone \$ \_\_\_\_\_ / CY



Furnish, Place & Compact #5 Stone	\$ _____ / CY
Furnish, Place & Compact #21A Stone	\$ _____ / CY
Furnish, Place & Compact #3 Stone	\$ _____ / CY
Furnish & Install Heavy Duty Pavement Patching	\$ _____ / SF
Furnish & Install Standard Duty Pavement Patching	\$ _____ / SF

**Bid Package(s) 1C**

Furnish, Install & Maintain Temporary Fence per BP1C	\$ <u>20.45</u> / LF
Furnish, Install & Maintain 24' Gate Opening per BP1C	\$ <u>2,050</u> / EA

**LABOR RATES**

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman	\$ <u>85.00</u> / HR
Equipment Operator	\$ <u>65.00</u> / HR
Skilled Laborer	\$ <u>75.00</u> / HR
Traffic Controller/Flagman	\$ <u>55.00</u> / HR
General/Clean Up Laborer	\$ <u>55.00</u> / HR

**BID ACKNOWLEDGEMENTS**

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

#1 Dated 6-26-17

Bidder acknowledges receipt of the pre bid conference minutes dated 6-16-17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.


Bid Security in the form of a bid bond from a qualified surety ( ), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders  
Description of Work/Special Provisions and specific Work Scopes  
Schedule and Phasing  
Contract Agreement Form  
Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:   
Printed Name: Don Richardson  
Title: Vice President  
Date: 7-5-17

END OF SECTION 00400



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, Fence Builders Inc.  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
N/A	N/A	N/A

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 0.



CITY OF KANNAPOLIS

AFFIDAVIT B

Intent to Perform Contract with Own Workforce

Affidavit of

Fence Builders Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Kannapolis Downtown Infrastructure & Streetscape - Phase 1

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and will complete all elements of this project without the use of subcontractors, materials suppliers or providers of professional services.

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 7-5-2017 Name of Authorized Officer: Don Richardson

Signature: 

Title: Vice President



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



SECTION 00400  
BID PROPOSAL FORMTO: Barton Malow Company  
BID DATE: July 6, 2017 @ 9:00 a.m. ETPROJECT: Kannapolis  
Downtown Infrastructure &  
Streetscape - Phase 1

Name of Bidding Co.: FRYE FENCE CO. NC

Contact Name: AARON STUBE

Contact Signature: [Signature]

Email Address: FFC2000@GMAIL.COM

Business Address: 3001 DURHAM DR #115  
DALEIGH, NC 27603

Phone Number: 919-779-4700

Bid Package No.: 1C - TEMPORARY SITE FENCING

Bidder, in compliance with the Invitation to Bid for Bid Package No. 1 having carefully examined the bidding documents and the site of the proposed project and the conditions affecting the proposed Work in the Bid Package(s) including the condition of the project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below. In case of discrepancy, amount shown in words will govern. By its submission, the undersigned indicates that he/she is authorized as a representative of the Bidding Company to offer the proposal submitted herein.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with Barton Malow Company and shall submit post bid information as described in Section 00200 Instructions to Bidders. Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds, if required, and insurance certificates in full compliance with the Contract Documents, (3) submit the Site Specific Safety Program as described in the Project Manual, (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by the Contractor.

IF BIDDING MULTIPLE SCOPES OF WORK, A SEPARATE SEALED PROPOSAL MUST BE SUBMITTED FOR EACH BID CATEGORY COMPLETE WITH THE BID FORM AND HUB DOCUMENTATION FOR EACH BID CATEGORY.

BASE BID - BID PACKAGE NO. 1. C - TEMPORARY SITE FENCING

\$ 99,854.00 Dollars

NINETY NINE THOUSAND EIGHT HUNDRED FIFTY FOUR (00/100)

(Enter Base Bid Amount in Words above)



**BID BREAKDOWN**

Each bidder is required to provide a price breakdown of their lump sum bid within twenty-four (24) hours of the bid period end for information and evaluation purposes only. The BID AMOUNT quoted shall be the full compensation for each Bid Category as defined by the Scope of Work. For any line item not applicable to your scope of work, enter "N/A" in the "Amount" column. The TOTAL BASE BID amount in the BID BREAKDOWN should match the BASE BID amount entered on the first page of Section 00400 – BID PROPOSAL FORM.

<b>BID BREAKDOWN</b>				
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Amount</u>
1	Base Bid			
1.01	BP 1A – Underground Electrical	1	LS	
1.02	BP 1B – Demolition	1	LS	
1.03	BP 1C – Temporary Site Fencing	1	LS	641,906.00
3	Overhead & Profit			
3.01	General Requirements, Overhead, Project Management, Profit, etc.	1	LS	9970.00
3.02	Insurance per Terms & Conditions	15	%	14,978.00
4	SUBTOTAL (Lines 1.01+1.02+1.03+2.01+2.02+2.03+3.01)			99854.00
5	Sales Tax (State + County)			
6	Bond Rate	N/A	%	(NOT INCLUDED)
7	TOTAL BASE BID (Lines 4+5+6)			

<b>SECOND-TIER SUBCONTRACTORS</b>			
How much of the above scope of work do you plan to subcontract?			
<u>Second Tier Subcontractor</u>	<u>Scope of Work</u>	<u>HUB?</u> (Y/N)	<u>Amount</u>
1. N/A			
2.			
3.			
4.			
5.			
TOTAL SECOND-TIER SUBCONTRACTORS:			



**ALTERNATES**

The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders as shown on the project documents. In the event the Alternate is accepted by either the Contractor or Owner, Bidder agrees to perform all work necessary to complete the Work as modified by the Alternate. The Bidder acknowledges that they have reviewed the requirements of each Alternate as it affects their Scope of Work and that the quoted amount represents the total amount to either delete or add, as indicated, all work related to each Alternate –inclusive of all labor, materials, equipment, sales tax, overhead, profit, etc. in full accordance with the Contract Documents. If the noted Alternate does not affect the scope of this Bid Package it is to be marked as “No Change” in the “Amount” column. Amounts left blank or contain anything other than a numerical value will be interpreted as a zero sum add/deduct (no change) to the “Base Bid Amount” above. For each alternate amount, circle either Add or (Deduct).

Alt No.	Description	Amount
ALT - 01	<i>Alternate 1: Asphalt Patching</i> Deduct asphalt patching. Underground Electrical Subcontractor is responsible for suitable backfill and compaction to bottom of asphalt patch depth.	Add   (Deduct) \$ _____
ALT - 02	<i>Alternate 2: Temporary Fence at Laydown/Parking</i> Provide and install Temporary Site Fencing in accordance with BPIC at the subcontractor laydown and parking area. Assume 2,100 LF and two 24' gate openings.	Add   (Deduct) \$ <u>18,425.45</u>
ALT - 03	<i>Alternate 3: Temporary Fence Panels</i> Provide and install twenty (20) 10' temporary fence panels inclusive of stands, connection brackets, and sandbags at a location designate by CM. 3A) Provide unit price per 10' panel. 3B) Provide unit price to relocate twenty panels.	Add   (Deduct) \$ <u>8000.00</u> 3A) <u>64.00</u> /EA 3B) <u>110.00</u> /EA
ALT - 04	<i>Alternate 4: Concrete at Telecom Conduits</i> Provide concrete encasement at all telecom conduits.	Add   (Deduct) \$ _____

**VOLUNTARY ALTERNATES**

A large factor in the selection process of contractors for this project will be based upon potential Combination Bid Options and Cost Savings alternates that are available to the owner in order to maximize the construction budget. Please provide your own ideas for potential cost saving items as voluntary alternates listed below:

Voluntary Alternate #1 Description: \_\_\_\_\_  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #2 Description: \_\_\_\_\_  
Add | (Deduct) \$ \_\_\_\_\_

Voluntary Alternate #3 Description: \_\_\_\_\_  
Add | (Deduct) \$ \_\_\_\_\_



**QUANTITY BREAK OUTS**

Provide the following quantities included in the Base Bid work.

**Bid Package 1A**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Total Linear Footage of 2 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 4 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 7 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 9 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of 11 Way Electrical Ductbank \_\_\_\_\_ LF

Total Linear Footage of Telecommunication Conduit \_\_\_\_\_ LF

Asphalt Patching \_\_\_\_\_ CY

Existing Curb, Gutter, Hardscape Repairs/Replacement \$ \_\_\_\_\_

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1B**

Quantity of Total Labor Manhours \_\_\_\_\_ MH

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**Bid Package(s) 1C**Quantity of Total Labor Manhours 1550 \_\_\_\_\_ MHTotal Linear Footage of Posted Temporary Fence 19.50 \_\_\_\_\_ LFTotal Square Footage of Vented Windscreen 3.95 \_\_\_\_\_ SF

Per Section 01550, Cleanup Cost \$ \_\_\_\_\_

**UNIT PRICES**

The following Unit Prices are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All unit prices shall include labor and material and include Bidder's mark-up for overhead, insurance, and profit.

**Bid Package(s) 1A**

Unsuitable Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Contaminated Soil Excavation, Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Suitable Soil Fill Import, Place &amp; Compact \$ \_\_\_\_\_ / CY

Rock Removal &amp; Haul-Off \$ \_\_\_\_\_ / CY

Furnish, Place &amp; Compact #57 Stone \$ \_\_\_\_\_ / CY



Furnish, Place & Compact #5 Stone \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #21A Stone \$ \_\_\_\_\_ / CY

Furnish, Place & Compact #3 Stone \$ \_\_\_\_\_ / CY

Furnish & Install Heavy Duty Pavement Patching \$ \_\_\_\_\_ / SF

Furnish & Install Standard Duty Pavement Patching \$ \_\_\_\_\_ / SF

#### Bid Package(s) 1C

Furnish, Install & Maintain Temporary Fence per BPIC \$ 19.50 / LF

Furnish, Install & Maintain 24' Gate Opening per BPIC \$ 1800.00 / EA

#### LABOR RATES

The following Labor Rates to Base Bid Categories are required to be offered by the respective Bidders. Bidder agrees that the following amounts will be used in determining contract changes from the Base Bid for authorized Changes in the Work. All labor rates shall include labor burden and Bidder's mark-up for overhead and profit.

Foreman \$ 30.00 / HR

Equipment Operator \$ N/A / HR

Skilled Laborer \$ N/A / HR

Traffic Controller/Flagman \$ N/A / HR

General/Clean Up Laborer \$ 30.00 / HR

#### BID ACKNOWLEDGEMENTS

Bidder acknowledges receipt of the following Addenda (identify the number and date of each):

ADDENDUM #1 - 6/26/17

Bidder acknowledges receipt of the pre bid conference minutes dated 6/16/17

All applicable taxes are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety ( ), certified check ( ), or cashier's check ( ), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of ninety (90) Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

Bidder understands that the City of Kannapolis and Barton Malow Company reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.



Bidder confirms that they have read and agree to Barton Malow's Contract terms and conditions as indicated during the prequalification process and agree to the following:

Advertisement to Bid and Instructions to Bidders

Description of Work/Special Provisions and specific Work Scopes

Schedule and Phasing

Contract Agreement Form


Onsite Project Safety and Loss control Program, and Site Specific Safety Manual

Signature of Authorized Company Representative:

Printed Name:

Title:

Date:

  
\_\_\_\_\_  
AARON STOBE  
\_\_\_\_\_  
SR. ESTIMATOR  
\_\_\_\_\_  
7/3/17  
\_\_\_\_\_

END OF SECTION 00400



**CITY OF KANNAPOLIS  
SDBE COMPLIANCE PROVISIONS**

**Identification of Small Disadvantaged Business Participation**

I, FRUE FENCE Co. LLC.  
(Name of Bidder)

do hereby certify that on this project, we will use the following small disadvantaged business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone No.	Description	*SDBE Category
N/A = USING 100% OWN WORKFORCE		

\*SDBE categories: Black-African Americans (B), Hispanic-Americans (H), Asian-Americans (A), Native-Americans (I), Women (F), Socially/Economically Disadvantaged (D)

The total value of small disadvantaged business contracting will be (\$) 0



**Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid   Attach to Bid**

City of Kannapolis

**Affidavit A – Listing of the Good Faith Efforts**

Affidavit of

N/A

(Name of Bidder)

**I have made a good faith effort to comply under the following areas checked:**

*(A minimum of 50 value points must be checked in order to have achieved a "good faith effort")*

- ☐ (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor or available on State or local government maintained lists at least 1 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. **Value = Ten (10) points.**
- ☐ (2) Making the construction plans, specification and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. **Value = Ten (10) Points.**
- ☐ (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. **Value = Fifteen (15) points.**
- ☐ (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment or minority businesses. **Value= Ten (10) points.**
- ☐ (5) Attending any pre-bid meetings scheduled by the public owner. **Value = Ten (10) points.**
- ☐ (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. **Value = Twenty (20) points.**
- ☐ (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = Fifteen (15) points.**
- ☐ (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = Twenty-five (25) points.**
- ☐ (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = Twenty (20) points.**
- ☐ (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = Twenty (20) points.**

In accordance with GS143-128.2 (d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Small Disadvantaged Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Small Disadvantaged Business Commitment and is authorized to bind the Bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



State of North Carolina, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

CITY OF KANNAPOLIS

AFFIDAVIT B

Intent to Perform Contract with Own Workforce

Affidavit of

FRYE FENKE CO. INC.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

KANNAPOLIS DOWNTOWN INFRASTRUCTURE + STREETScape PH I

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type of project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and will complete all elements of this project without the use of subcontractors, materials suppliers or providers of professional services.

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:

7/3/17

Name of Authorized Officer:

AARON SHORE

Signature:

[Signature]

Title:

SR. ESTIMATOR

JENNIFER LYNN KAPLAN  
NOTARY PUBLIC  
WAKE COUNTY, NC

State of North Carolina, County of WAKE

Subscribed and sworn to before me this 3 day of July 2017

Notary Public

My commission expires

6/7/20



## SECTION TWO

### 2-3: Post Bid Review Forms





## Kannapolis Infrastructure - Phase 1 POST BID REVIEW

**Company:** Carolina Conduit Systems

**Date:** July 7, 2017

**Attendees:** Bary Hayes

**Bid Package:** BP 1A - Underground Electrical

Kyle Bowker

**BMC Attendees:**

Haley Hassler

Dean Slate

**Owner & AE Attendees:**

Aaron Wagoner

**For any Notes and Clarifications, use Item #31.**

1	Base Bid	<u>\$894,400.00</u>	Include Addenda Numbers:	<u>1</u>
2	Is Contractor prequalified with Barton Malow?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
3 a.	Includes Pre-Bid Minutes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> None Involved	
b.	Includes Pre-Bid Clarifications	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> None Involved	
4	Alternates	<input checked="" type="checkbox"/> Yes (See Item #30)	<input type="checkbox"/> None Involved	
5	Voluntary Alternates	<input type="checkbox"/> Yes (See Item #30)	<input checked="" type="checkbox"/> None Involved	
6	Unit Prices	<input checked="" type="checkbox"/> Yes (See Item #30)	<input type="checkbox"/> None Involved	
7	Markup for additional work	Self Performed <u>10.0%</u> Material By Sub-subcontractor <u>10.0%</u> Labor		
8	Composite Labor Rates	<input checked="" type="checkbox"/> Yes (See Item #34)	<input type="checkbox"/> None Involved	
9	Union Labor	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
10	Comments concerning labor availability, labor contract expiration dates, etc.	<u>None at this time.</u>		
11	Sales Tax Included	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
12	Warranty Included per plans and specs	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
13	Permits Included for your work	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
14	Cleanup Included	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
15 a.	Reviewed expectations for safe clean behaviors	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
b.	Temporary Protection Required for your work	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
c.	Temporary Protection Included for your work	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
16 a.	Temporary Heat Required for your work	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
b.	Temporary Heat Included for your work	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
17	Bond Included	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
	Name of Bonding Company:	<u>N/A</u>		
	Rating	<u>N/A</u>		
18	Has Contractor Visited Site	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
19	Were any exceptions to Barton Malow's Terms and Conditions noted in bid?	<input checked="" type="checkbox"/> Yes (See Item #34)	<input type="checkbox"/> None Involved	
20	Has Contractor reviewed the insurance coverage and limits and can they obtain the specified coverage limits?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
21	Contractor accepts the start and completion dates as identified in the attached schedule, and has included all costs required to meet these dates.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
22	Time required for shop drawings/submittals and date due:	<u>20-Jul-17</u>		



23 Contractors proposed field organization \_\_\_\_\_  
 Kyle Bowker (PM)  
 Johnny Blackburn (TBD Supt)  
 \_\_\_\_\_  
 \_\_\_\_\_

24 Contractors site requirements (I.e., site trailer, parking, staging area, hoisting, etc)  
 - Can/will use the contractor laydown area. Anticipate having a connex (on trailer) and storing material.  
 - CCS doesn't need any fencing. Will lock down their materials if necessary.  
 - Spoil pile location potentially next to the demo'd building (West B/Chesnut). BMC to confirm with City.

25 Proposed major subcontractor \_\_\_\_\_  
 A.G. Zoutwile (Surveying), TBD (Directional Bore)

26 List MBE/WBE subcontractors N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

27 Does the contractor have an understanding of Owner facilities, utilities, power, storage, etc.? ☒ Yes ☐ No

28 Subcontractor will complete BMC prequal long form and accept/comply with BMC terms and conditons? ☒ Yes ☐ No

29 Contractor accepts Barton Malow's Safety Plan? ☒ Yes ☐ No  
 Current EMR Rating 1.58 (2016)  
 Name of Safety Representative and Resume' \_\_\_\_\_  
 Lee King - Safety Director, 919-349-5507  
 - Review "Attachment A" of the BMC safety manual for requirements of CCS Site Specific Safety Plan

Does the contractor have a completed Contractor Safety Certificate? ☐ Yes ☒ No

30 Bid Price Summary

1 Base Bid	\$	654,502
2 GRs/OH/PM/Profit	\$	205,556
3 Insurance (1.9%)	\$	16,658
4 Sales Tax	\$	17,685
5 Bond Rate		1%
6		
7		
Total	\$	894,400

Comments on alternates and unit prices:  
 - Unit rates for unsuitable soils and rock are included.  
 - Standard duty pavement patch (ABC Base + Asphalt Patch)  
 - Heavy duty pavement patch (full depth asphalt patch)  
 - General order of magnitude ductbank rates: 9-way @ \$650-\$700/LF.  
 - Recommend installing telecom in concrete. BMC to discuss with CoK.



- 31 Specification section:  
00215 - General Scope of work
- 
- included \$1,000 for asbuilts
  - badging included (\$65/person) -- credit can offset E&S at stock pile
  - \$1,000 software cost included.
- 
- 32 Scope section:
- 
- Will have gutter buddies around the soil stockpile & protect the inlet between the K-town bldg & parking lot
  - Anticipate continuous, sequential work per project schedule. If there is a stoppage in one location, CCS can work on another section without demobilizing.
  - Groundwire and detectable tape included
  - Layout/Surveying is included
  - Shoring included as required for installation of CCS's work
  - Directional bore is included
  - Dewatering is included (ground water, rain, etc.).
  - Curb/Gutter/Sidewalk/Hardscape demo and replacement included if it is disturbed.
  - Transformer pads included.
- 
- 33 Exclusions/Qualifications:
- 
- Temp toilets by BMC
  - Contractor employee parking at the designated lot.
  - BMC will NOT provide a dumpster for CCS. CCS needs to maintain their own cleanup and remove trash generated by CCS.
  - Schedule safety orientation with BMC Supt. for all workers prior to starting work on-site
  - PreTask plan and Job Hazard Analysis form to be submitted daily by CCS Supt to BMC Supt.
  - If any obstructions are hit during excavation/installation that are previously unidentified, CCS to notify BMC in writing. BMC will then get direction from CoK prior to continuing that work.
  - CCS will mark all existing utilities and then excavate by hand where necessary to locate the utilities in the path of their work by hand (as necessary).
  - Coordinate scheduling of intersection work with BMC and CoK. CCS prefers to do that work on the weekends. Extended hours and weekend work is included in the base bid.
  - No wellpoints included.
  - CoK testing agency to determine unsuitable soil and rock classification.
  - If asphalt isn't available (weather, temperatures), stone or plate streets to keep them open.
- 
- 34 Remarks or Comments (attach additional sheets, if required)
- 
- LD to look at making the manhole/ductbank EMH-1 shallower. CCSI to quote credit.
  - CS55 Dampproofing is included on the manholes. LD to confirm if this is req'd (not req'd by Duke.).
  - Who is the testing agency?
  - Need to ask CoK if we can stock pile dirt on the parking lot by K-Town. LD will have to update E&S Plan.
  - BMC to send PreTask Plan and Daily Report form to CCS.
  - BMC to provide a list of CoK utility contacts
  - BMC to schedule preinstallation meeting prior to actually starting the work in the field
  - LD to provide sidewalk mix design
  - BMC to draft final contract amendment (Terms & Conditions) and send to CCS.
  - CCS to provide bid breakdown as shown on the bid form by July 11, 2017.
- 

**NOTE: This conference and Post Bid Review form is in no way intended to indicate award of contract.**

**For:** \_\_\_\_\_  
**Signed:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**For:** Barton Malow Company  
**Signed:** \_\_\_\_\_  
**Date:** \_\_\_\_\_





## Kannapolis Infrastructure - Phase 1 POST BID REVIEW

**Company:** DH Griffin

**Date:** July 11, 2017

**Attendees:** Daniel Pleasants

**Bid Package:** BP 1B - Demolition

**BMC Attendees:**

Haley Hassler

Dean Slate

**Owner & AE Attendees:**

Aaron Wagoner

**For any Notes and Clarifications, use Item #31.**

1	Base Bid	\$339,400.00	Include Addenda Numbers:		1
2	Is Contractor prequalified with Barton Malow?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
3 a.	Includes Pre-Bid Minutes	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> None Involved	
b.	Includes Pre-Bid Clarifications	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> None Involved	
4	Alternates	<input type="checkbox"/> Yes (See Item #30)		<input checked="" type="checkbox"/> None Involved	
5	Voluntary Alternates	<input type="checkbox"/> Yes (See Item #30)		<input checked="" type="checkbox"/> None Involved	
6	Unit Prices	<input checked="" type="checkbox"/> Yes (See Item #30)		<input type="checkbox"/> None Involved	
7	Markup for additional work	Self Performed 10.0% Material 10.0%			
		By Sub-subcontractor 10.0% Labor 10.0%			
8	Composite Labor Rates	<input checked="" type="checkbox"/> Yes (See Item #34)		<input type="checkbox"/> None Involved	
9	Union Labor	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
10	Comments concerning labor availability, labor contract expiration dates, etc. None at this time.				
11	Sales Tax Included	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
12	Warranty Included per plans and specs	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
13	Permits Included for your work	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
14	Cleanup Included	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
15 a.	Reviewed expectations for safe clean behaviors	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
b.	Temporary Protection Required for your work	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
c.	Temporary Protection Included for your work	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
16 a.	Temporary Heat Required for your work	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
b.	Temporary Heat Included for your work	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
17	Bond Included	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
	Name of Bonding Company:	N/A			
	Rating	N/A			
18	Has Contractor Visited Site	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
19	Were any exceptions to Barton Malow's Terms and Conditions noted in bid?	<input checked="" type="checkbox"/> Yes (See Item #34)		<input type="checkbox"/> None Involved	
20	Has Contractor reviewed the insurance coverage and limits and can they obtain the specified coverage limits?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
21	Contractor accepts the start and completion dates as identified in the attached schedule, and has included all costs required to meet these dates.	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
22	Time required for shop drawings/submittals and date due: _____ Permit application/procurement is max. 10 days (contingent upon abatement completion & NTP/LOI).				



23 Contractors proposed field organization \_\_\_\_\_  
Daniel Pleasants - PM / 704-430-7199 \_\_\_\_\_  
Rick Vanderhorst - Gen. Supt. / 704-363-6735 \_\_\_\_\_  
Randy Price - Supt. (anticipated) / 704-363-9179 \_\_\_\_\_  
\_\_\_\_\_

24 Contractors site requirements (i.e., site trailer, parking, staging area, hoisting, etc)  
- Dumpsters/parking inside ballpark site fence \_\_\_\_\_  
- Spoil pile from ductbank contractor will be inside the ballpark fence (lot west of the K-Town building) \_\_\_\_\_  
\_\_\_\_\_

25 Proposed major subcontractor OmniSource (General Labor), Mugo Grading & Gravel (Hauling)  
MidAtlantic (E&S), TBD (Refrigerant removal) \_\_\_\_\_

26 List MBE/WBE subcontractors OmniSource (Woman, Black), Mugo (Woman), MidAtlantic (Asian)  
\_\_\_\_\_  
\_\_\_\_\_

27 Does the contractor have an understanding of Owner facilities, utilities, power, storage, etc.? ☒ Yes ☐ No

28 Subcontractor will complete BMC prequal long form and accept/comply with BMC  
terms and conditons? ☒ Yes ☐ No

29 Contractor accepts Barton Malow's Safety Plan? ☒ Yes ☐ No

Current EMR Rating 0.96 (2015) \_\_\_\_\_

Name of Safety Representative and Resume \_\_\_\_\_

TBD. Darrel Coble (Corporate Safety Director) / 336-382-1418 \_\_\_\_\_

BMC safety manager to review DHG's site specific safety plan. \_\_\_\_\_

Does the contractor have a completed Contractor Safety Certificate? ☐ Yes ☒ No

30 Bid Price Summary

1 Base Bid	\$	252,000
2 GRs/OH/PM/Profit	\$	84,000
3 Insurance	\$	3,400
4 Sales Tax		Incl. If Required
5 Bond Rate		1.75%
6		
7		
Total	\$	339,400

Comments on alternates and unit prices:

- As provided on the bid form.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- 31 Specification section:
- Software/iPads/Bluebeam, etc. included.
  - Badging included at \$65/person
  - Clean up included as broken out on the bid form.
- 
- 
- 
- 32 Scope section:
- Site drainage to the manhole (protected by DHG) and modifications to the manhole are included.
  - All erosion & sediment control shown on C1.2 is included
  - Coordinate sidewalk removal and silt fence install with the Temp Fence installation.
  - Predemolition photographs included
  - Traffic control included as necessary. Workers are certified traffic flagging.
  - Haul off and dumpsters for this work is included.
  - Trucks/dumpsters/etc. will need to leave on/off the stone tracking pad construction entrance.
- 
- 
- 
- 33 Exclusions/Qualifications:
- DHG to provide a dust control plan for their operations.
  - Temp protection included if required (none anticipated yet)
  - Daily cleanup included. Roads inside the fence still need to be cleaned to avoid runoff to other roads.
  - DHG to review trucking route down Oak to Dale Earnhardt Blvd. (ILO Chesnut)
  - Utility disconnects and meters to be removed by CoK prior to demolition. DHG suggests getting the gas removed as soon as possible to allow enough time.
  - Anticipate using water at hydrant on West B extension (behind Food Lion)
  - Coordinate use of the ductbank spoil soil if needed for grading after building/basement removal.
  - Tree removal required by this scope does NOT need to be coordinated w/ CoK and/or Bartlett (Note 15).
- 
- 
- 
- 
- 
- 
- 
- 34 Remarks or Comments (attach additional sheets, if required)
- DHG needs abatement contractor's info. Final abatement reports. Will need that prior to permitting.
  - DHG to submit Site Specific Safety plan adherent to BMC's safety manual, OSHA, "attachment A".
  - Plan for overhead power to be in place during this demolition work. Schedule Duke meeting(s) through BMC.
  - BMC and DHG to finalize discussion of Terms & Conditions. DHG to review the addendum/comments sent by BMC.
  - BMC will give access to the current/updated drawings on Box. BMC will send Addendum #2 from LD to DHG for review. DHG to review by Thursday and get back to BMC with any comments.
  - BMC/DHG to review possibility of temporary gate on West B. for dumpsters haul off on south side. Will need to coordinate with ductbank work.
- 
- 
- 

**NOTE: This conference and Post Bid Review form is in no way intended to indicate award of contract.**

**For:** DH Griffin

**For:** Barton Malow Company

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_





## Kannapolis Infrastructure - Phase 1 POST BID REVIEW

**Company:** Ike's Construction

**Date:** July 17, 2017

**Attendees:** Andy Messmer

**Bid Package:** BP 1C - Temporary Site Fencing

**BMC Attendees:**

Haley Hassler

**Owner & AE Attendees:**

**For any Notes and Clarifications, use Item #31.**

1	Base Bid	<u>\$162,128.00</u>	Include Addenda Numbers:	<u>1</u>
2	Is Contractor prequalified with Barton Malow?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
3 a.	Includes Pre-Bid Minutes	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> None Involved
b.	Includes Pre-Bid Clarifications	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> None Involved
4	Alternates	<input checked="" type="checkbox"/> Yes (See Item #30)		<input type="checkbox"/> None Involved
5	Voluntary Alternates	<input type="checkbox"/> Yes (See Item #30)		<input checked="" type="checkbox"/> None Involved
6	Unit Prices	<input checked="" type="checkbox"/> Yes (See Item #30)		<input type="checkbox"/> None Involved
7	Markup for additional work	Self Performed <u>10.0%</u> Material <u>10.0%</u> By Sub-subcontractor <u>10.0%</u> Labor <u>10.0%</u>		
8	Composite Labor Rates	<input checked="" type="checkbox"/> Yes (See Item #34)		<input type="checkbox"/> None Involved
9	Union Labor	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
10	Comments concerning labor availability, labor contract expiration dates, etc. <u>None anticipated at this time.</u>			
11	Sales Tax Included	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
12	Warranty Included per plans and specs	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
13	Permits Included for your work	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
14	Cleanup Included	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
15 a.	Reviewed expectations for safe clean behaviors	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
b.	Temporary Protection Required for your work	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
c.	Temporary Protection Included for your work	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
16 a.	Temporary Heat Required for your work	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
b.	Temporary Heat Included for your work	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
17	Bond Included	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No
	Name of Bonding Company: <u>N/A</u>			
	Rating <u>N/A</u>			
18	Has Contractor Visited Site	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
19	Were any exceptions to Barton Malow's Terms and Conditions noted in bid?	<input type="checkbox"/> Yes (See Item #34)		<input checked="" type="checkbox"/> None Involved
20	Has Contractor reviewed the insurance coverage and limits and can they obtain the specified coverage limits?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
21	Contractor accepts the start and completion dates as identified in the attached schedule, and has included all costs required to meet these dates.	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No
22	Time required for shop drawings/submittals and date due: <u>N/A</u>			



23 Contractors proposed field organization \_\_\_\_\_  
- Supt. on-site every day during installation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24 Contractors site requirements (i.e., site trailer, parking, staging area, hoisting, etc)  
None.  
\_\_\_\_\_  
\_\_\_\_\_

25 Proposed major subcontractor Nations Fence  
\_\_\_\_\_

26 List MBE/WBE subcontractors None.  
\_\_\_\_\_  
\_\_\_\_\_

27 Does the contractor have an understanding of Owner facilities, utilities, power, storage, etc.? ☒ Yes ☐ No

28 Subcontractor will complete BMC prequal long form and accept/comply with BMC  
terms and conditons? ☒ Yes ☐ No

29 Contractor accepts Barton Malow's Safety Plan? ☒ Yes ☐ No

Current EMR Rating 0.85

Name of Safety Representative and Resume \_\_\_\_\_  
Chad Evans - 704-438-0987  
\_\_\_\_\_

Does the contractor have a completed Contractor Safety Certificate? ☐ Yes ☒ No

30 Bid Price Summary

1 Base Bid	\$	91,808
2 GRs/OH/PM/Profit	\$	66,720
3 Insurance	\$	-
4 Sales Tax	\$	3,600
5 Bond Rate		
6		
7		
Total	\$	162,128

Comments on alternates and unit prices:

- As provided on the bid form. Added comment of "per year" on the unit rates and Alternate #3.

- Alternate #2: City has elected not to fence the staging/parking area at this time.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



- [illegible]

**For:** Ike's Construction, Inc.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

BDV 3.02 (6/30/09)







## SECTION THREE

### 3-1: Schedule



BARTON MALOW COMPANY																								
TASK ID	TASK	WORK DAYS	Start	Finish	2017												2018							
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
PHASE 1 - ELECTRICAL DUCTBANKS & K-TOWN DEMO																								
MILESTONES																								
300	CONSTRUCTION DOCUMENTS 100% COMPLETE	0		01-Jun-17																				
200	START CONSTRUCTION (P1)	0	30-Aug-17																					
425	ABATEMENT CERTIFICATION RECEIVED (P1)	0		11-Oct-17																				
390	WEST AVENUE TENANTS RELOCATED	0		31-Oct-17*																				
295	POWER AVAILABLE TO BREWERY (P1)	0		01-Nov-17																				
410	PHASE 1 SUBSTANTIAL COMPLETION	0		31-Jan-18*																				
335	RCCC RELOCATED	0		29-Jun-18*																				
DESIGN & ESTIMATING																								
100	90% CONSTRUCTION DOCUMENTS ISSUED (P1)	1	01-May-17	01-May-17	100																			
105	90% CONSTRUCTION DOCUMENTS ESTIMATE (P1)	18	01-May-17	24-May-17	105																			
110	CONSTRUCTION DOCUMENTS UPDATE (P1)	22	02-May-17	01-Jun-17	110																			
115	90% CONSTRUCTION DOCUMENTS ESTIMATE REVIEW & VE STUDY (P1)	5	24-May-17	31-May-17																				
120	100% CONSTRUCTION DOCUMENTS ISSUED (P1)	1	01-Jun-17	01-Jun-17																				
PERMITTING																								
325	COMPLETE ASBESTOS SURVEY (P1) BY CITY	0		01-Jun-17																				
130	ABATEMENT PERMIT (P1)	30	02-Jun-17	14-Jul-17																				
330	DUCTBANK PERMIT (P1)	10	16-Aug-17	29-Aug-17																				
445	DEMO PERMIT (P1)	15	12-Oct-17	01-Nov-17*																				
BIDDING																								
135	BID PACKAGE DEVELOPMENT (P1)	10	31-May-17	13-Jun-17																				
140	BID PERIOD (P1)	16	14-Jun-17	06-Jul-17																				
145	ADDENDUM / RE-BID PERIOD (P1)	5	07-Jul-17	13-Jul-17																				
150	POST BID REVIEWS & ADDENDUM FOLLOW UP (P1)	8	07-Jul-17	18-Jul-17																				
155	ISSUE SUBCONTRACTS (P1)	2	11-Aug-17	14-Aug-17																				
ESTABLISH GMP																								
160	DEVELOP GMP (P1)	5	13-Jul-17	19-Jul-17																				
320	CITY GMP REVIEW (P1)	3	19-Jul-17	21-Jul-17																				
170	SUBMIT GMP TO CITY (P1)	0		19-Jul-17																				
175	COMPLETE GMP REVIEW / COUNCIL AGENDA (P1)	0		21-Jul-17																				
180	CITY COUNCIL GMP APPROVAL (P1)	0		24-Jul-17*																				
305	SUBMIT LGC APPLICATION (P1)	0		24-Jul-17																				
195	NOTICE TO PROCEED ISSUED (P1)	2	25-Jul-17	26-Jul-17																				
315	LGC APPROVAL (P1)	0		08-Aug-17*																				
185	BMC UNDER CONTRACT WITH EXECUTED GMP (P1)	0		10-Aug-17																				
PROCUREMENT																								
CONCRETE																								
165	CONCRETE - PREP/SUBMIT (P1)	5	27-Jul-17	02-Aug-17																				
340	CONCRETE - REV/APPRV (P1)	10	03-Aug-17	16-Aug-17																				
190	CONCRETE - FAB/DEL (P1)	10	17-Aug-17	30-Aug-17																				
DUCTBANK MATERIALS																								
420	DUCTBANK MATERIALS - PREP/SUBMIT (P1)	5	27-Jul-17	02-Aug-17																				
430	DUCTBANK MATERIALS - REV/APPRV (P1)	10	03-Aug-17	16-Aug-17																				
440	DUCTBANK MATERIALS - FAB/DEL (P1)	10	17-Aug-17	30-Aug-17																				
CONSTRUCTION																								
SITEWORK																								
415	TEMPORARY FENCE & SCREENING- BALLPARK SITE (P1)	5	01-Nov-17	07-Nov-17																				
365	SELECTIVE SITE DEMO - WEST AVENUE	10	01-Nov-17	14-Nov-17																				
375	TRAFFIC CONTROL & STRIPING - WEST AVENUE	5	15-Nov-17	21-Nov-17																				
355	TEMPORARY FENCING - WEST AVENUE	5	22-Nov-17	29-Nov-17																				

VERSION 19-Jul-17  
DATA DATE 01-May-17

KANNAPOLIS DOWNTOWN INFRASTRUCTURE STREETSCAPE PROJECT - PHASE 1  
DETAILED SCHEDULE - ISSUED 19-Jul-17

PAGE 1 OF 2  
P1-OC 7-19-17



BARTON MALOW COMPANY																							
TASK ID	TASK	WORK DAYS	Start	Finish	2017								2018										
					Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
345	TREE REMOVAL & TREE PROTECTION - WEST AVENUE	20	30-Nov-17	28-Dec-17									345		TREE REMOVAL & TREE PROTECTION - WEST AVENUE								
385	ASPHALT PATCHING & PAVING - ALL DUCTBANK AREAS	5	23-Jan-18	29-Jan-18											385		ASPHALT PATCHING & PAVING - ALL DUCTBANK AREAS						
405	STRIPING - ALL DUCTBANK AREAS	2	30-Jan-18	31-Jan-18											405		STRIPING - ALL DUCTBANK AREAS						
DUCTBANKS - WEST B STREET		95	30-Aug-17	15-Jan-18																			
205	DUCTBANK - WEST B (MAIN TO WEST AVE)	25	30-Aug-17	04-Oct-17					205						DUCTBANK - WEST B (MAIN TO WEST AVE)								
210	SCHEDULE & PULL WIRE - WEST B (MAIN TO WEST AVE)	10	05-Oct-17	18-Oct-17						210					SCHEDULE & PULL WIRE - WEST B (MAIN TO WEST AVE)								
215	SCHEDULE ELECTRICAL DEMOLITION - WEST B LMG SITE (P1)	50	19-Oct-17	29-Dec-17							215				SCHEDULE ELECTRICAL DEMOLITION - WEST B LMG SITE (P1)								
220	POWERLINE DEMOLITION - WEST B LMG SITE (P1)	10	02-Jan-18	15-Jan-18									220		POWERLINE DEMOLITION - WEST B LMG SITE (P1)								
DUCTBANKS - WEST FIRST STREET (BREWERY & RCCC)		20	05-Oct-17	01-Nov-17																			
230	DUCTBANK - WEST 1ST (P1)	10	05-Oct-17	18-Oct-17							230				DUCTBANK - WEST 1ST (P1)								
235	SCHEDULE, PULL WIRE & SET TRANSFORMER - WEST 1ST (P1)	10	19-Oct-17	01-Nov-17								235			SCHEDULE, PULL WIRE & SET TRANSFORMER - WEST 1ST (P1)								
225	POWER AVAILABLE TO BREWERY (P1)	5	26-Oct-17	01-Nov-17								225			POWER AVAILABLE TO BREWERY (P1)								
DUCTBANKS - MAIN STREET & VANCE		105	19-Oct-17	19-Mar-18																			
350	DUCTBANK - MAIN STREET (P1)	35	19-Oct-17	07-Dec-17							350				DUCTBANK - MAIN STREET (P1)								
360	SCHEDULE & PULL WIRE - MAIN STREET (P1)	10	08-Dec-17	21-Dec-17									360		SCHEDULE & PULL WIRE - MAIN STREET (P1)								
370	SCHEDULE ELECTRICAL DEMOLITION - MAIN STREET (P1)	50	22-Dec-17	05-Mar-18										370		SCHEDULE ELECTRICAL DEMOLITION - MAIN STREET (P1)							
380	POWERLINE DEMOLITION - MAIN STREET (P1)	10	06-Mar-18	19-Mar-18												380		POWERLINE DEMOLITION - MAIN STREET (P1)					
DUCTBANKS - FOOD LION & BALLPARK SITE		100	08-Dec-17	30-Apr-18																			
255	DUCTBANK - WEST B (OAK TO CHESTNUT)	30	08-Dec-17	22-Jan-18									255		DUCTBANK - WEST B (OAK TO CHESTNUT)								
260	SCHEDULE & PULL WIRE - WEST B (OAK TO CHESTNUT)	10	23-Jan-18	05-Feb-18										260		SCHEDULE & PULL WIRE - WEST B (OAK TO CHESTNUT)							
265	SCHEDULE ELECTRICAL DEMOLITION - BALLPARK SITE (P1)	50	06-Feb-18	16-Apr-18										265		SCHEDULE ELECTRICAL DEMOLITION - BALLPARK SITE (P1)							
270	POWERLINE DEMOLITION - BALLPARK SITE (P1)	10	17-Apr-18	30-Apr-18												270		POWERLINE DEMOLITION - BALLPARK SITE (P1)					
DEMOLITION - K-TOWN BUILDING		101	31-Jul-17	20-Dec-17																			
250	ABATEMENT - K-TOWN BLDG (P1)	30	31-Jul-17*	11-Sep-17				250							ABATEMENT - K-TOWN BLDG (P1)								
400	ABATEMENT DOCUMENTATION SUBMITTED TO DEPT HHS FOR CERTIFICATION	10	12-Sep-17	25-Sep-17					400						ABATEMENT DOCUMENTATION SUBMITTED TO DEPT HHS FOR CERTIFICATION								
395	EROSION & SEDIMENT CONTROL - K-TOWN BLDG (P1)	2	06-Nov-17	07-Nov-17								395		EROSION & SEDIMENT CONTROL - K-TOWN BLDG (P1)									
275	DEMOLITION - K-TOWN BLDG (P1)	30	08-Nov-17	20-Dec-17								275		DEMOLITION - K-TOWN BLDG (P1)									



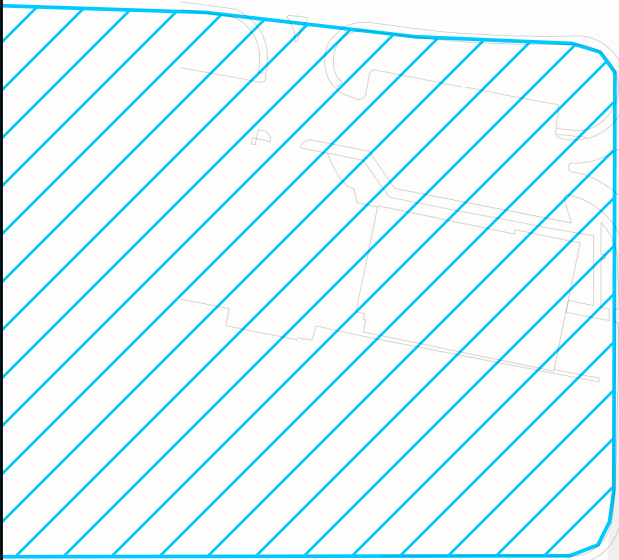
## SECTION THREE

### 3-2: Site Logistics Plans



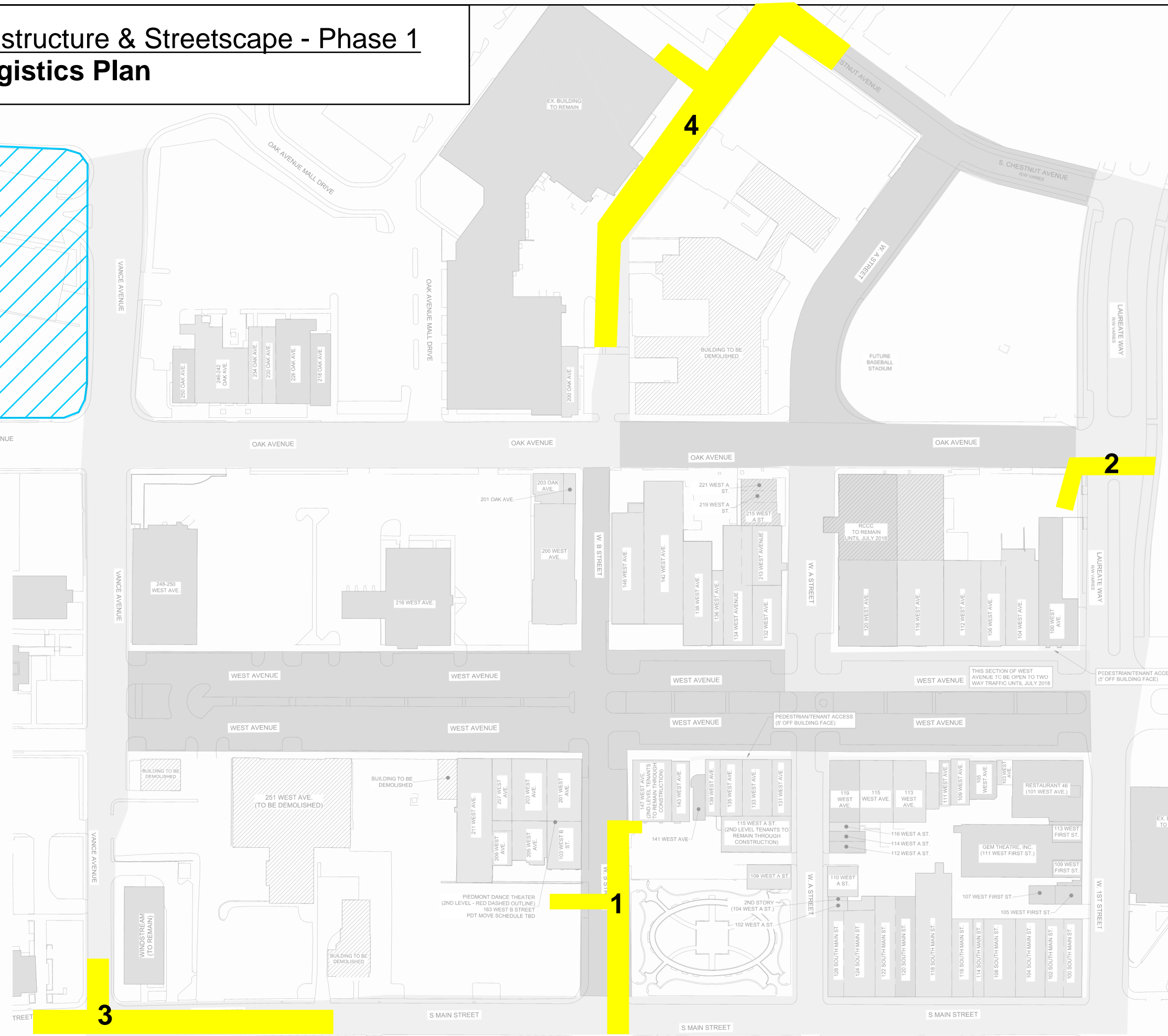
Kannapolis Infrastructure & Streetscape - Phase 1

EXHIBIT A - Logistics Plan



- Work**
- Underground Electrical
- Site Control & Safety**
- Trench Shoring
  - Moveable fence panels
  - Traffic Control (as needed)
- Schedule (Approximate Dates)**
- Start: August 29, 2017
- Finish: October 31, 2017

Underground Electrical



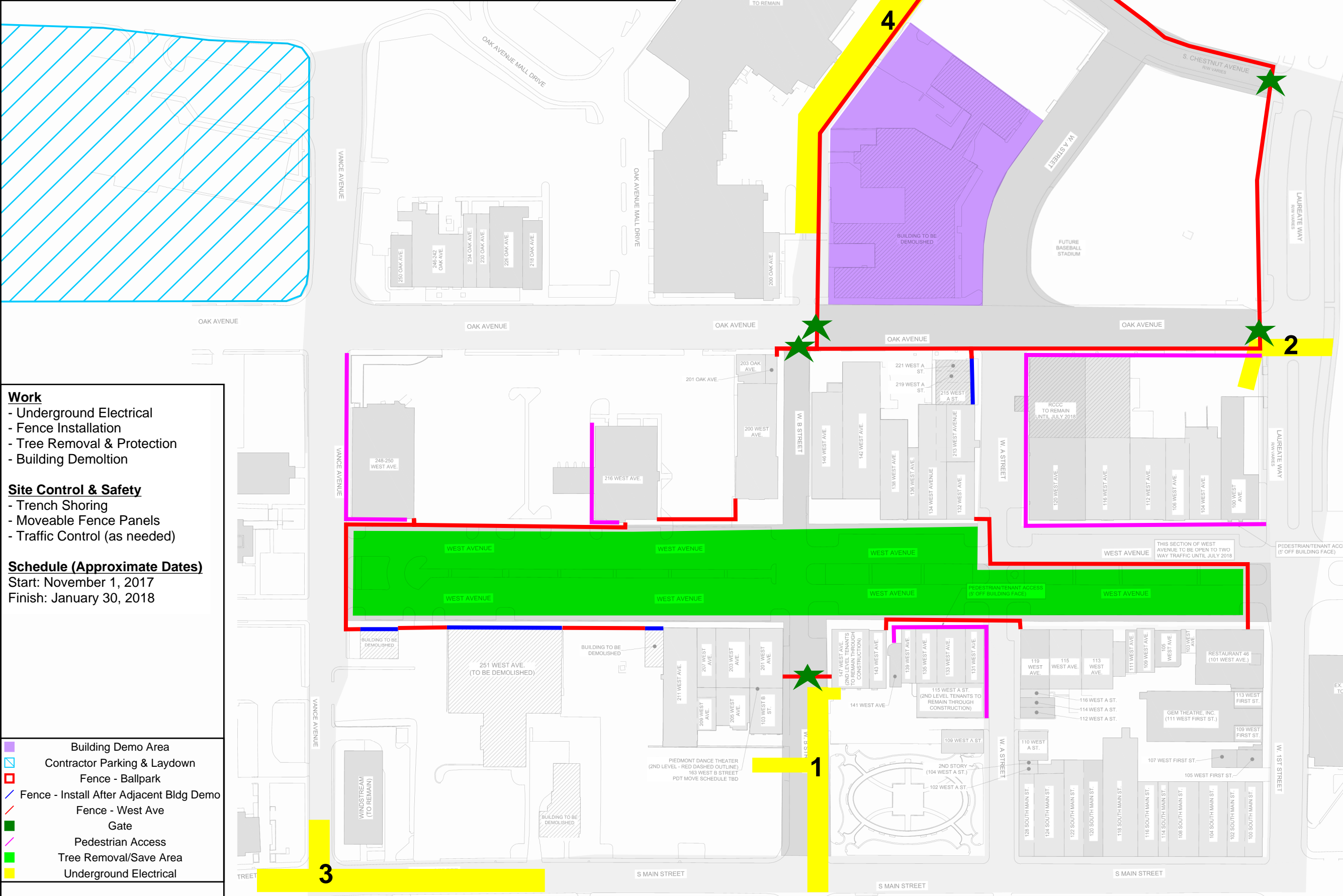
SCHEDULE OVERVIEW



A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J



Kannapolis Infrastructure & Streetscape - Phase 1  
**EXHIBIT A - Logistics Plan**



## SCHEDULE OVERVIEW



## INFRASTRUCTURE & STREETSCAPE - PHASE 1



## SECTION THREE

### 3-3: Temporary Fencing Plans



# EXHIBIT B

## Temporary Fencing Plan

Nov. 1, 2017 - June 30, 2018

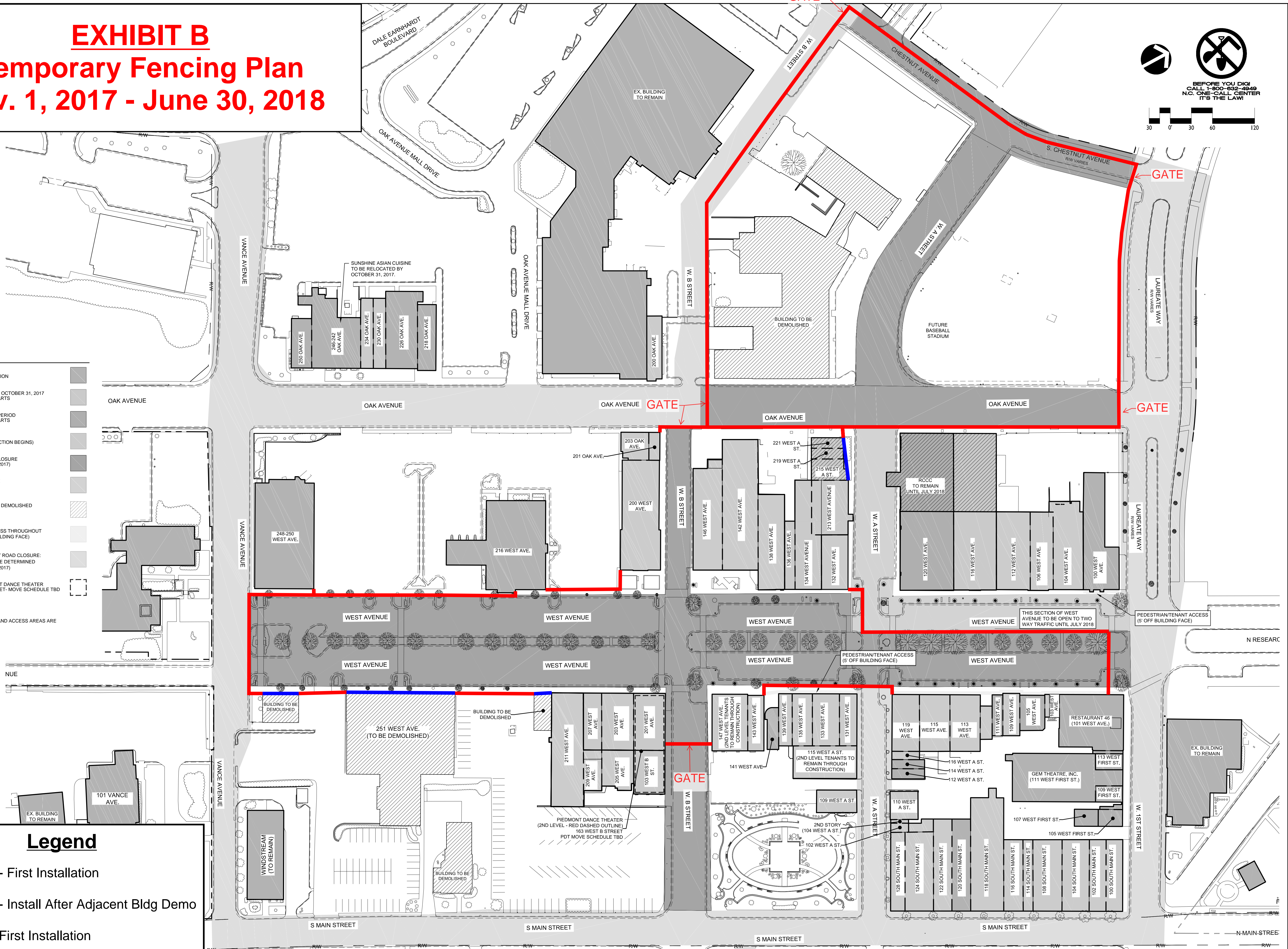
### LEGEND

- TENANTS TO REMAIN THROUGHOUT CONSTRUCTION
- TENANTS TO REMAIN UNTIL OCTOBER 31, 2017 AFTER CONSTRUCTION STARTS
- TENANTS TO REMAIN FOR PERIOD AFTER CONSTRUCTION STARTS UNTIL JULY 2018
- VACANT BUILDINGS (AUGUST 1, 2017/CONSTRUCTION BEGINS)
- INITIAL COMPLETE ROAD CLOSURE (BEGINNING NOVEMBER 1, 2017)
- COMPLETE ROAD CLOSURE (BEGINNING JULY 1, 2018)
- EXISTING BUILDINGS TO BE DEMOLISHED DURING CONSTRUCTION
- PEDESTRIAN/TENANT ACCESS THROUGHOUT CONSTRUCTION (5' OFF BUILDING FACE)
- INTERMITTENT TEMPORARY ROAD CLOSURE: SPECIFIC SCHEDULES TO BE DETERMINED (BEGINNING NOVEMBER 1, 2017)
- SECOND FLOOR - PIEDMONT DANCE THEATER ADDRESSED 163 W. B STREET - MOVE SCHEDULE TBD

NOTE:  
1. ALL ROAD CLOSURES AND ACCESS AREAS ARE SUBJECT TO CHANGE.

### Legend

- Fence - First Installation
- Fence - Install After Adjacent Bldg Demo
- Gate - First Installation



## DOWNTOWN KANNAPOLIS INFRASTRUCTURE REDEVELOPMENT

Kannapolis, North Carolina

### STREET CLOSURE AND TENANT EXHIBIT

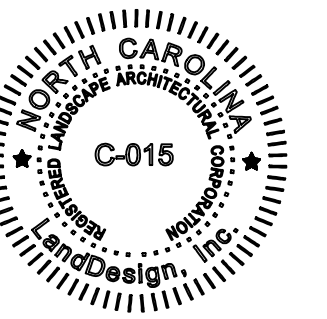
#### REVISIONS:

DATE: April 2017  
DESIGNED BY: ARW  
CHECKED BY: NLD  
SCALE: AS SHOWN  
PROJECT #1016120

SHEET #:  
**EX-1.0**

LandDesign

223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.333.3246  
www.LandDesign.com  
NC Engineering Firm License # C0658



PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION  
DO NOT USE FOR ROW ACQUISITION



**EXHIBIT B**  
**Temporary Fencing Plan**  
**July 1, 2018 - April 15, 2019**

**LEGEND**

TENANTS TO REMAIN THROUGHOUT CONSTRUCTION

TENANTS TO REMAIN UNTIL OCTOBER 31, 2017 AFTER CONSTRUCTION STARTS

TENANTS TO REMAIN FOR PERIOD AFTER CONSTRUCTION STARTS UNTIL JULY 2018

VACANT BUILDINGS (AUGUST 1, 2017/CONSTRUCTION BEGINS)

INITIAL COMPLETE ROAD CLOSURE (BEGINNING NOVEMBER 1, 2017)

COMPLETE ROAD CLOSURE (BEGINNING JULY 1, 2018)

EXISTING BUILDINGS TO BE DEMOLISHED DURING CONSTRUCTION

PEDESTRIAN/TENANT ACCESS THROUGHOUT CONSTRUCTION (5' OFF BUILDING FACE)

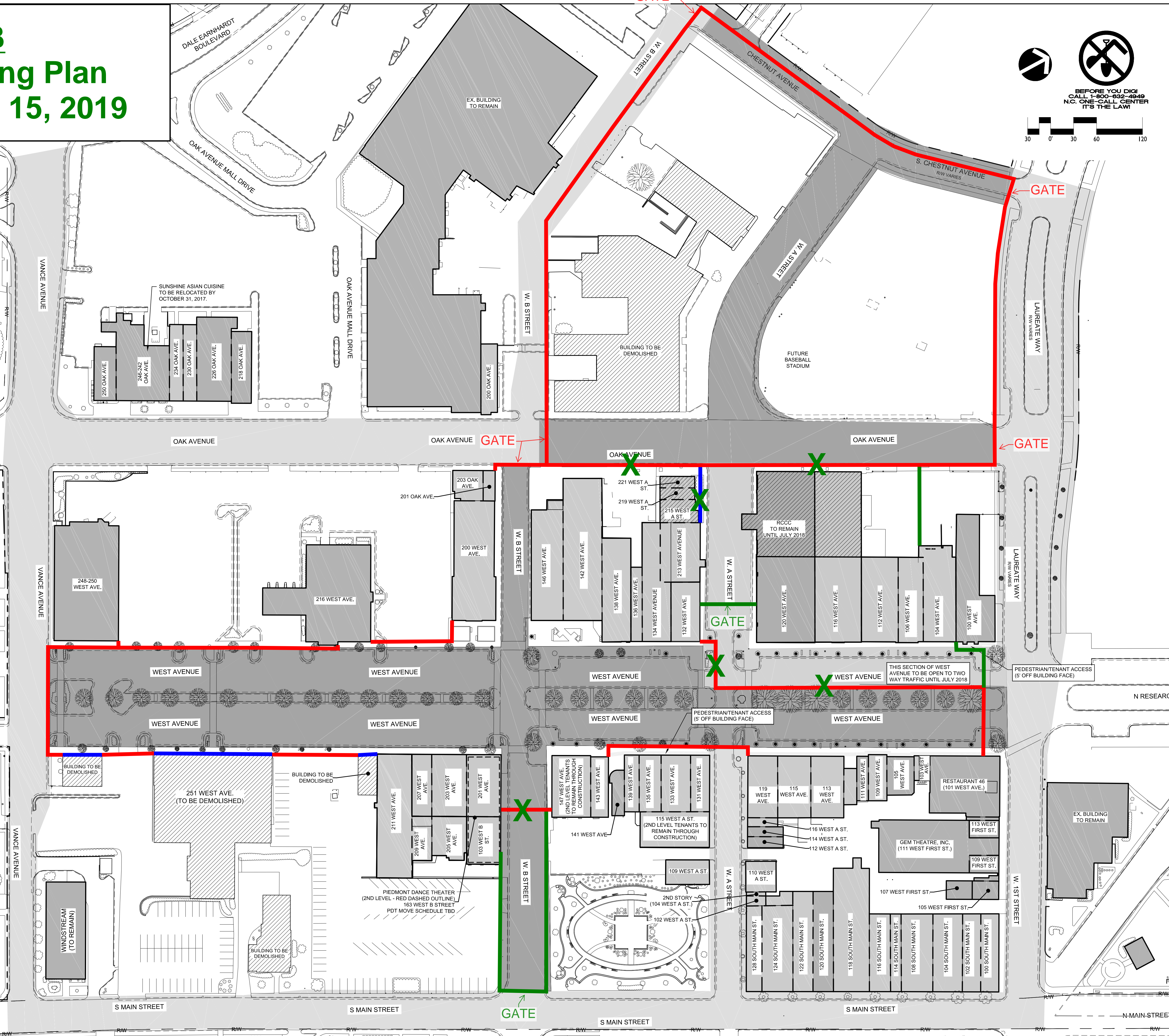
INTERMITTENT TEMPORARY ROAD CLOSURE: SPECIFIC SCHEDULES TO BE DETERMINED (BEGINNING NOVEMBER 1, 2017)

SECOND FLOOR - PIEDMONT DANCE THEATER ADDRESSED 163 W. B STREET- MOVE SCHEDULE TBD

NOTE:  
1. ALL ROAD CLOSURES AND ACCESS AREAS ARE SUBJECT TO CHANGE.

**Legend**

- Fence - First Installation
- Fence - Install After Adjacent Bldg Demo
- Fence - Remove at Second Installation
- Fence - Second Installation
- Gate - First Installation
- Gate - Second Installation



**DOWNTOWN KANNAPOLIS**  
**INFRASTRUCTURE REDEVELOPMENT**  
Kannapolis, North Carolina  
**STREET CLOSURE AND TENANT EXHIBIT**

REVISIONS:

DATE: April 2017  
DESIGNED BY: ARW  
CHECKED BY: NLD  
SCALE: AS SHOWN  
PROJECT #1016120

SHEET #:  
**EX-1.0**

**LandDesign**  
223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.333.3246  
www.LandDesign.com  
NC Engineering Firm License # C0658



**PRELIMINARY PLANS**  
DO NOT USE FOR CONSTRUCTION  
DO NOT USE FOR ROW ACQUISITION



EXHIBIT B  
Temporary Fencing  
April 16, 2019 - Dec. 31, 2019

LEGEND

TENANTS TO REMAIN THROUGHOUT CONSTRUCTION

TENANTS TO REMAIN UNTIL OCTOBER 31, 2017 AFTER CONSTRUCTION STARTS

TENANTS TO REMAIN FOR PERIOD AFTER CONSTRUCTION STARTS UNTIL JULY 2018

VACANT BUILDINGS (AUGUST 1, 2017/CONSTRUCTION BEGINS)

INITIAL COMPLETE ROAD CLOSURE (BEGINNING NOVEMBER 1, 2017)

COMPLETE ROAD CLOSURE (BEGINNING JULY 1, 2018)

EXISTING BUILDINGS TO BE DEMOLISHED DURING CONSTRUCTION

PEDESTRIAN/TENANT ACCESS THROUGHOUT CONSTRUCTION (5' OFF BUILDING FACE)

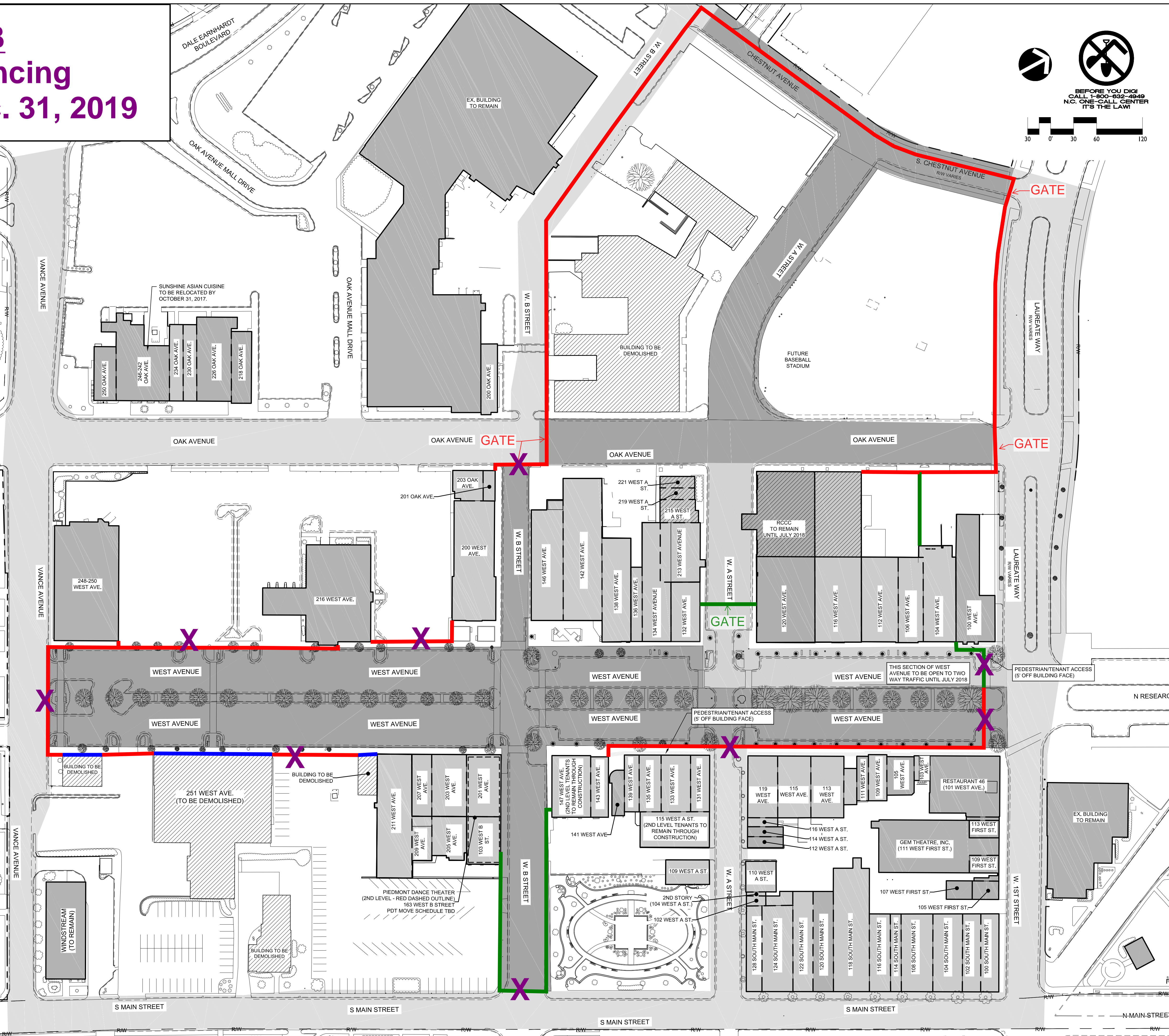
INTERMITTENT TEMPORARY ROAD CLOSURE: SPECIFIC SCHEDULES TO BE DETERMINED (BEGINNING NOVEMBER 1, 2017)

SECOND FLOOR - PIEDMONT DANCE THEATER ADDRESSED 163 W. B STREET- MOVE SCHEDULE TBD

NOTE:  
1. ALL ROAD CLOSURES AND ACCESS AREAS ARE SUBJECT TO CHANGE.

Legend

- Fence - First Installation
- Fence - Install After Adjacent Bldg Demo
- Fence - Remove Infra/Street Completion
- Fence - Second Installation
- Gate - First Installation
- Gate - Second Installation



DOWNTOWN KANNAPOLIS  
INFRASTRUCTURE REDEVELOPMENT  
Kannapolis, North Carolina  
STREET CLOSURE AND TENANT EXHIBIT

REVISIONS:

DATE: April 2017  
DESIGNED BY: ARW  
DRAWN BY: ARW  
CHECKED BY: NLD  
SCALE: AS SHOWN  
PROJECT #1016120

SHEET #:  
EX-1.0

LandDesign

223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.333.3246  
www.LandDesign.com  
NC Engineering Firm License # C0658



PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION  
DO NOT USE FOR ROW ACQUISITION







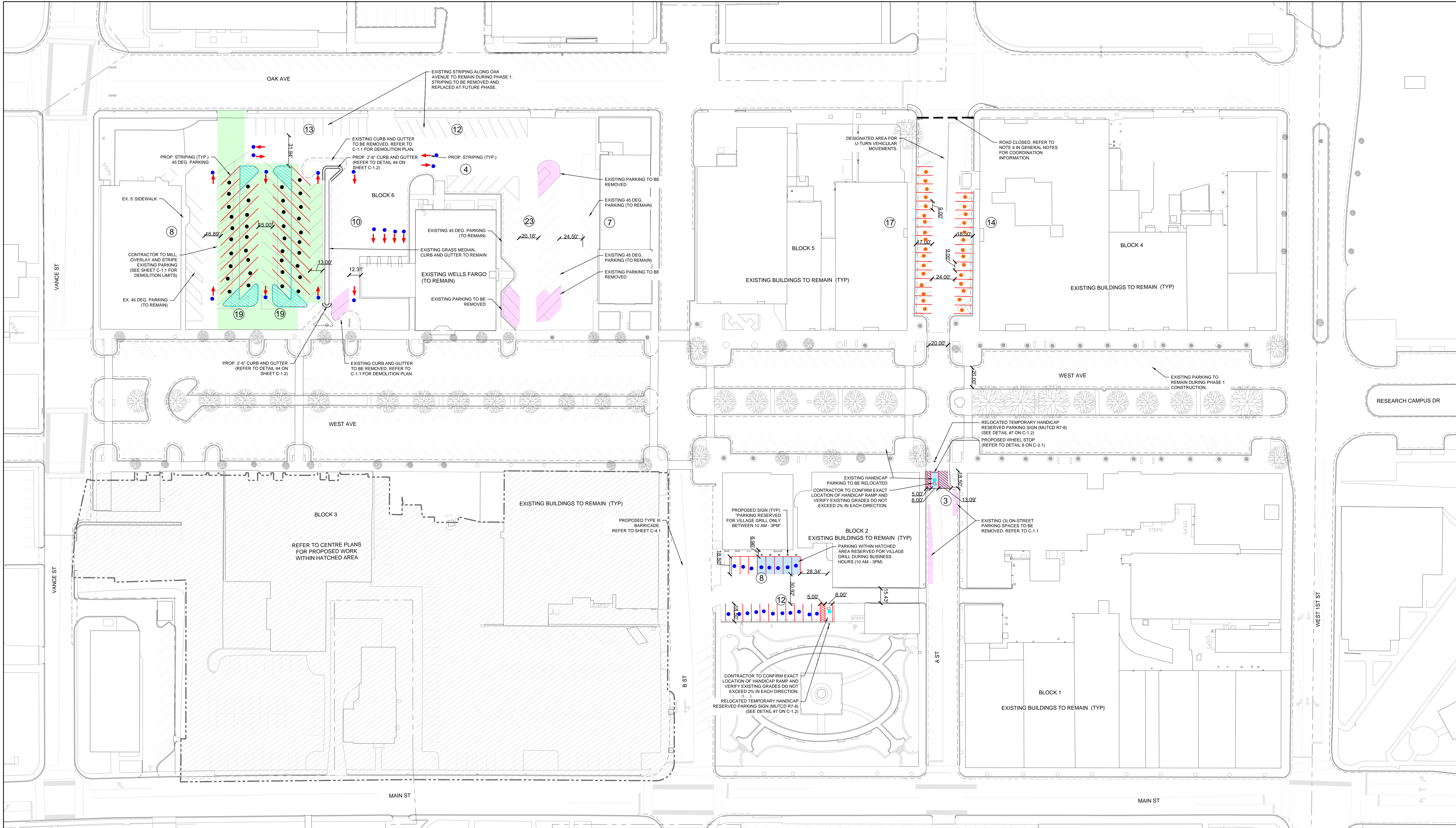
## SECTION FOUR

### 4-1: Quantity Takeoffs









GENERAL NOTES:

- ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING UNLESS OTHERWISE SPECIFICALLY EXEMPTED BY THESE PLANS.
- THE CONTRACTOR IS CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, PREVIOUS DESIGN DOCUMENTS, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF EXISTING UTILITIES MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE OWNER AND ENGINEER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTIONS PRIOR TO PROCEEDING.
- PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM ALL REGULATORY AUTHORITIES AND SHALL BE THOROUGHLY FAMILIAR WITH CONDITIONS OF SAID PERMITS AND INSPECTION REQUIREMENTS.
- THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND RIGHT-OF-WAYS, PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE CONSTRUCTION LIMITS.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC ARE PROTECTED FROM INJURY.
- LANDDESIGN SHALL NOT BE IN CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR ACTUAL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, OR SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK, OR FOR THE ACTS OR OMISSIONS OF CONTRACTORS OR ANY OTHER PERSONS NOT UNDER THE EMPLOYMENT OF LANDDESIGN.
- CONTRACTOR TO COORDINATE WITH BARTON MALOW FOR CONSTRUCTION FENCING LOCATION AND PHASING.

CONTACT: HALEY HASSLER, PRECONSTRUCTION MANAGER  
PHONE: 704-817-8690  
EMAIL: HALEY.HASSLER@BARTONMALOW.COM

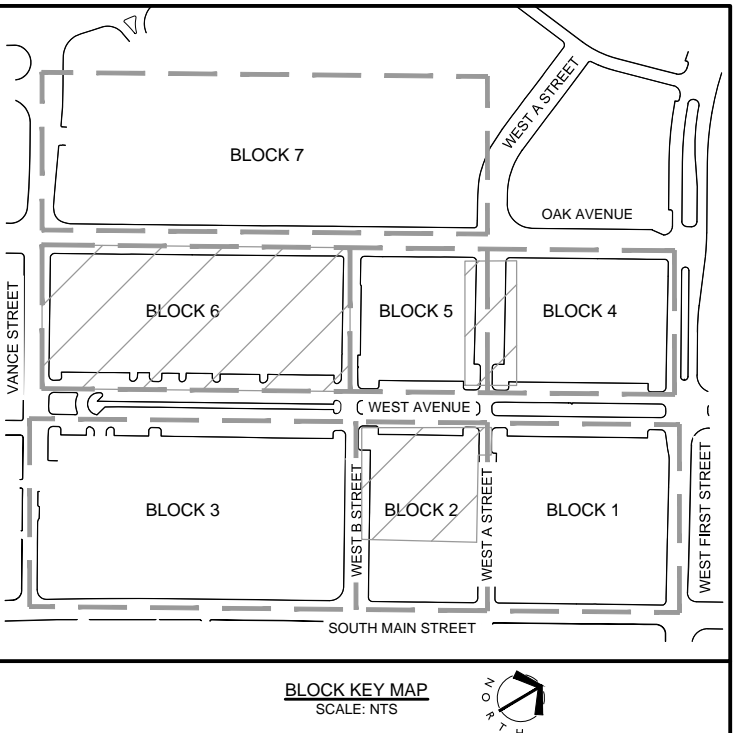
SIGN LEGEND



R7-8

LEGEND

- EXISTING STRIPING TO BE REMOVED
- MILL, OVERLAY AND STRIPING AREA
- RESERVED PARKING FOR VILLAGE GRILL WITH SIGN



PARKING COUNT	PRE CONSTRUCTION	POST PHASE 1 CONSTRUCTION
WEST A ST (RCCC PARKING)	TOTAL: 24 SPACES	TOTAL: 31 SPACES
WEST A ST (VILLAGE GRILL PARKING)	TOTAL: 5 SPACES (ON-STREET)	TOTAL: 3 SPACES (1 HANDICAP SPACE FOR VILLAGE GRILL)
BLOCK 2	TOTAL: 19 SPACES	TOTAL: 20 SPACES STANDARD: 19 SPACES HANDICAP: 1 SPACES
BLOCK 6	TOTAL: 137 SPACES	TOTAL: 115 SPACES

DOWNTOWN KANNAPOLIS  
PHASE 1 PRIVATE UTILITY RELOCATION PACKAGE  
SITE & STRIPING PLAN

REVISIONS:  
05/23/2017 MEETING/DRAW COMMENTS

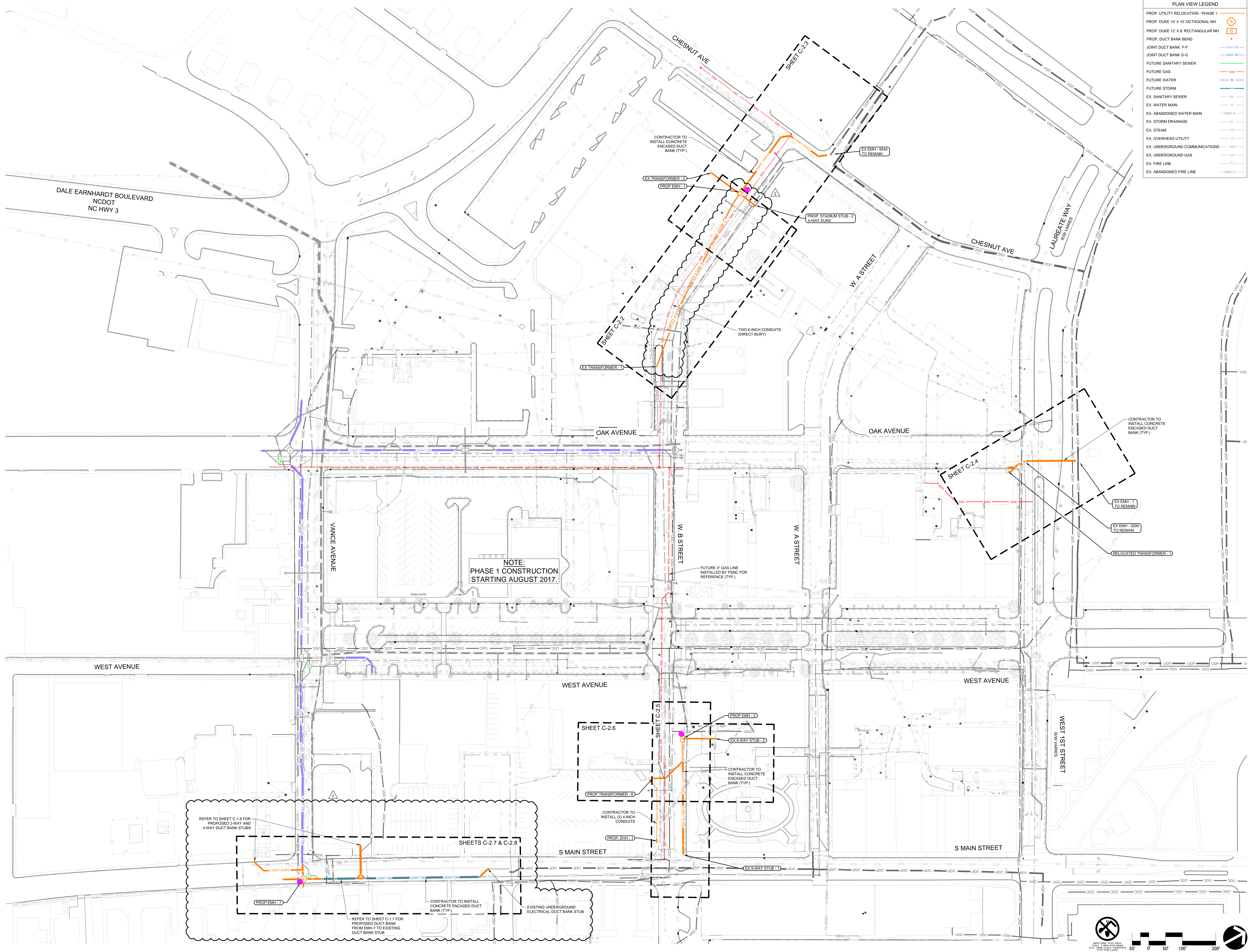
DATE: 05-15-2017  
DESIGNED BY: ARW  
CHECKED BY: ARW  
O.C. BY: NLD  
PROJECT #: 1016120

SHEET #:

C-3.1

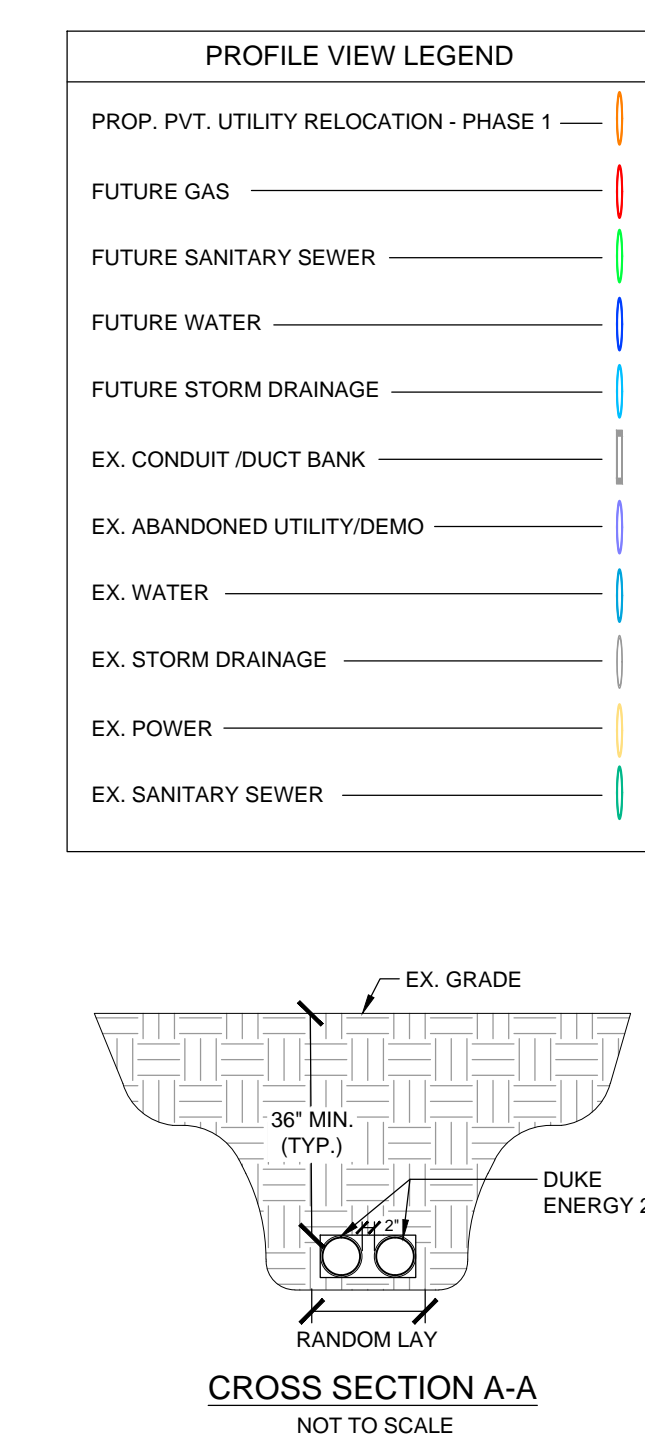




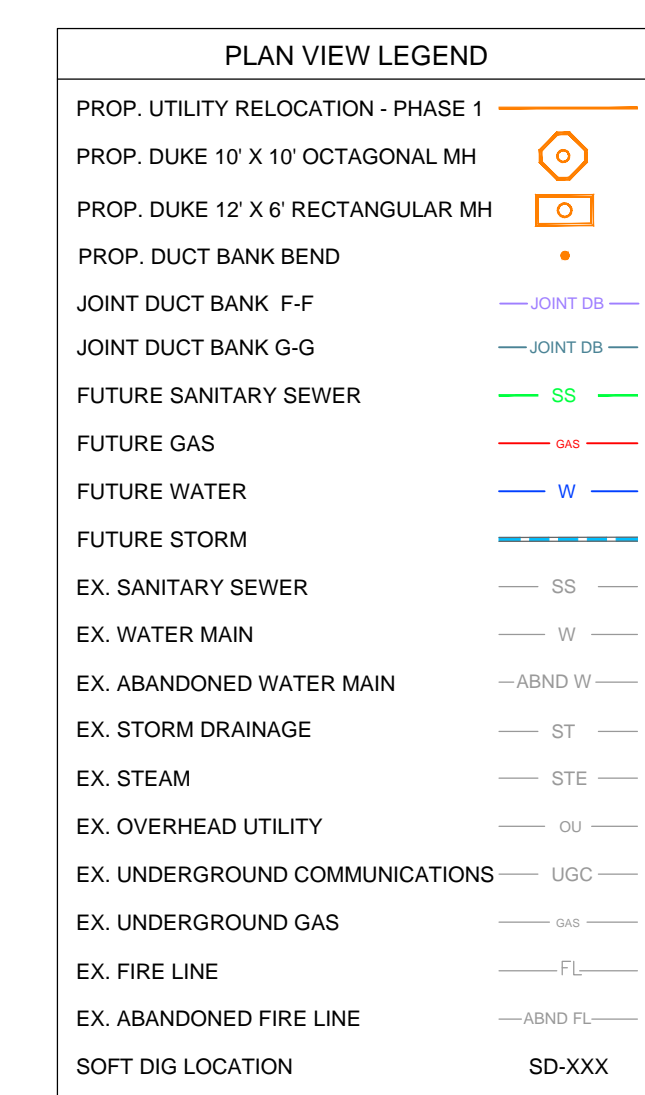


PLAN VIEW LEGEND	
PROP. UTILITY RELOCATION - PHASE 1	
PROP. DUKE 12 X 6 RECTANGULAR MH	
PROP. DUCT BANK BEND	
JOINT DUCT BANK F-F	
JOINT DUCT BANK G-G	
FUTURE SANITARY SEWER	
FUTURE GAS	
FUTURE WATER	
FUTURE STORM	
EX. SANITARY SEWER	
EX. WATER MAIN	
EX. ABANDONED WATER MAIN	
EX. STORM DRAINAGE	
EX. STEAM	
EX. OVERHEAD UTILITY	
EX. UNDERGROUND COMMUNICATIONS	
EX. UNDERGROUND GAS	
EX. FIRE LINE	
EX. ABANDONED FIRE LINE	

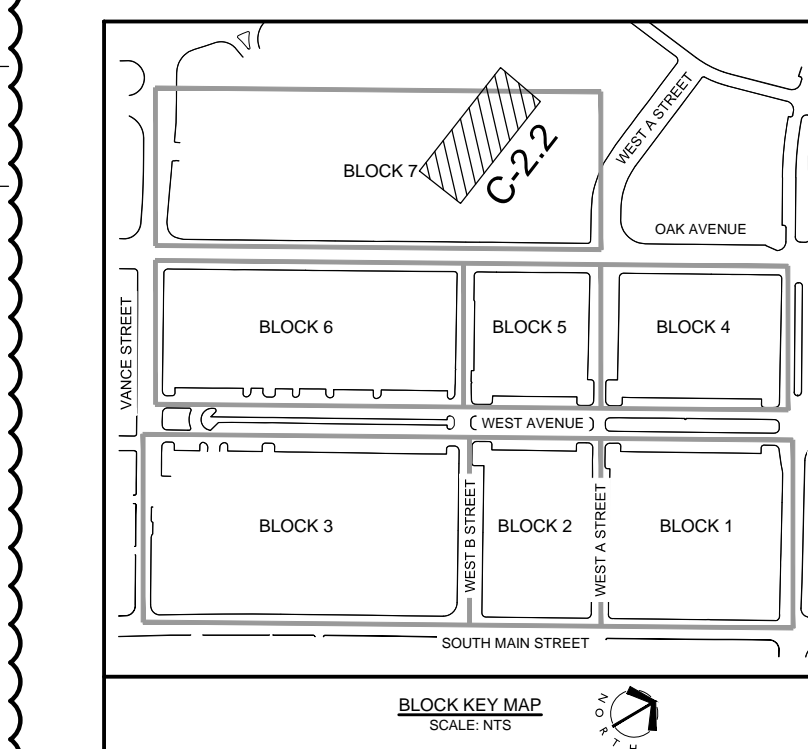




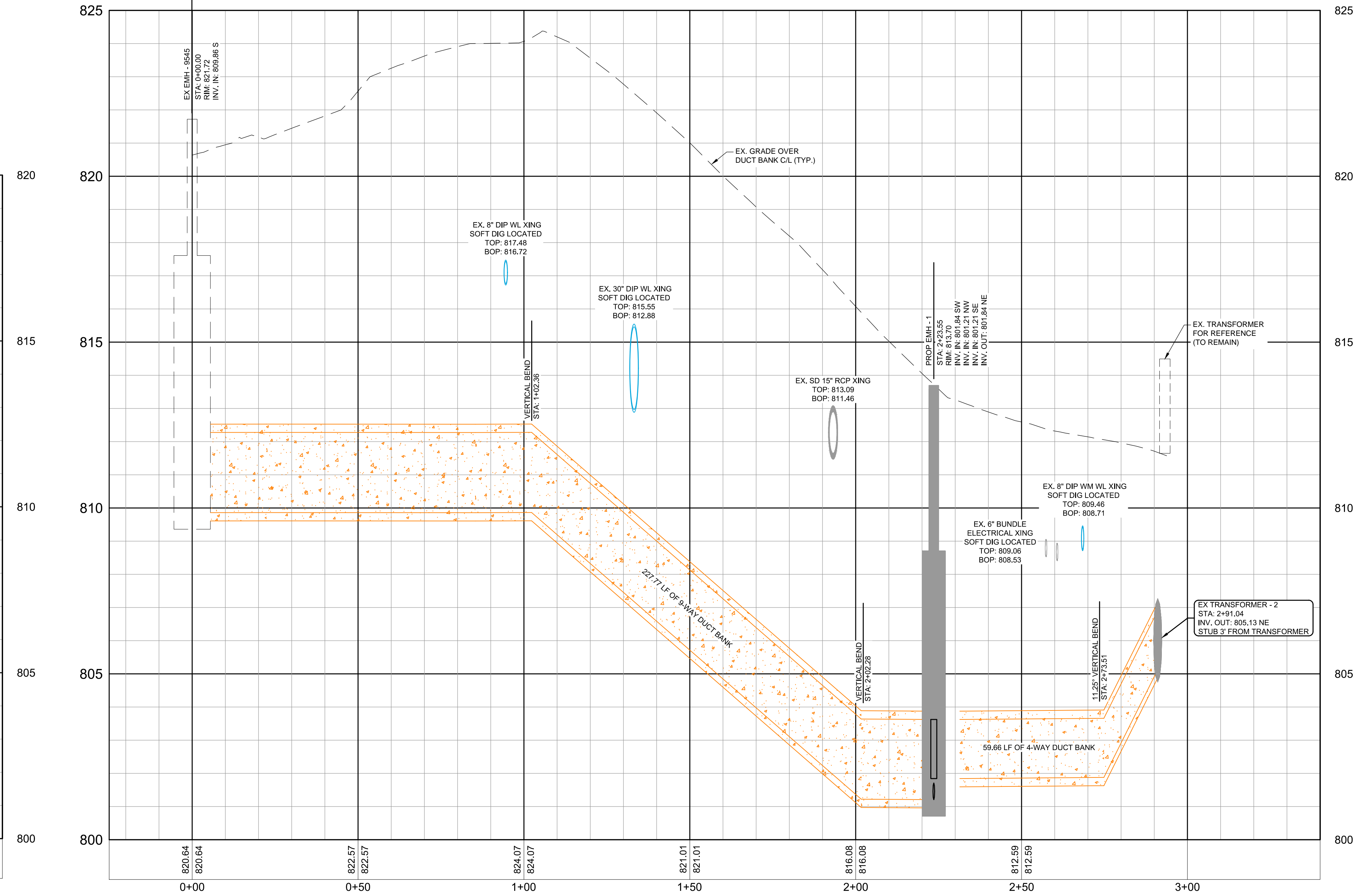
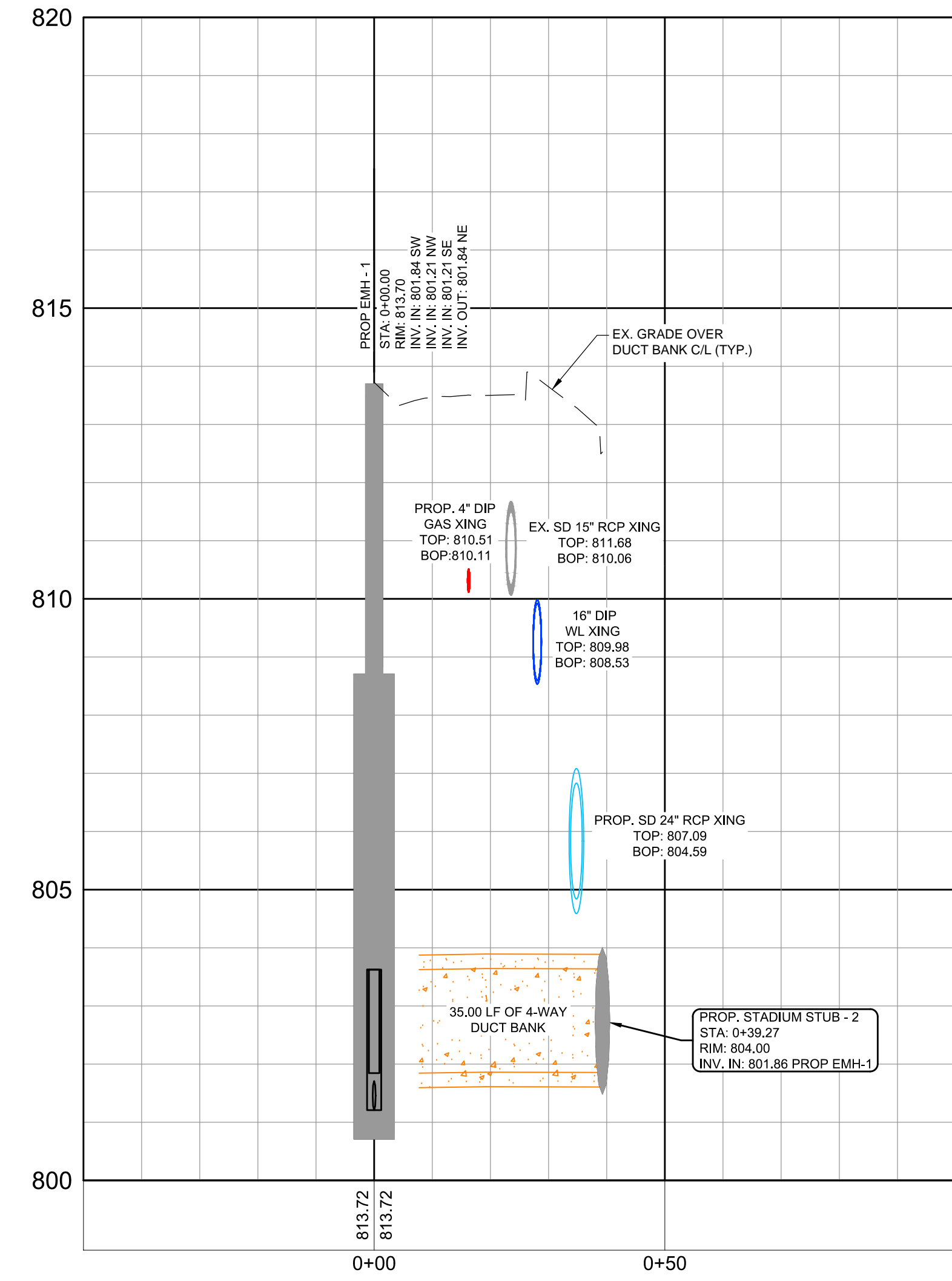
1. MANHOLES ARE STATIONED TO THE CENTER OF VAULT



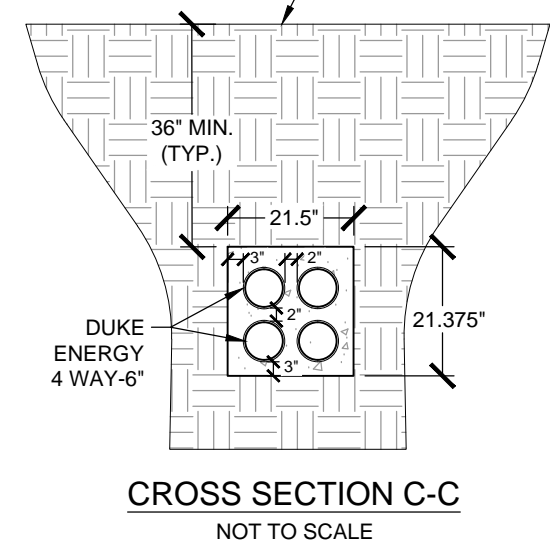
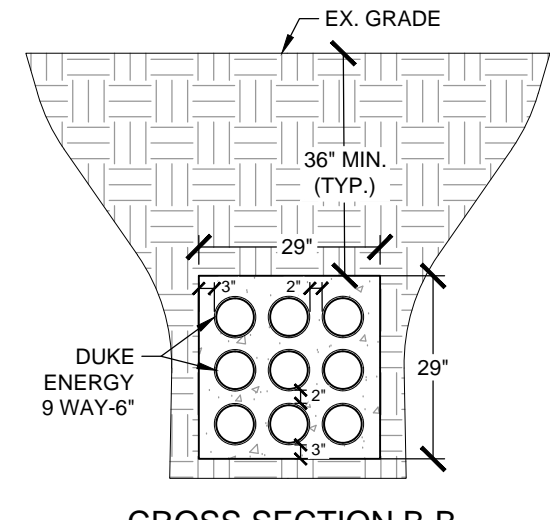
PUBLIC WATER/SEWER CONTACT: WILMER MELTON, III, CITY OF KANNAPOLIS  
EMAIL: WMELTON@KANNAPOLISNC.GOV  
PHONE: 704-920-4231







PROFILE VIEW LEGEND	
PROP. PVT. UTILITY RELOCATION - PHASE 1	
FUTURE GAS	
FUTURE SANITARY SEWER	
FUTURE WATER	
FUTURE STORM DRAINAGE	
EX. CONDUIT/DUCT BANK	
EX. ABANDONED UTILITY/DEMO	
EX. WATER	
EX. STORM DRAINAGE	
EX. POWER	
EX. SANITARY SEWER	



SCALE: 1" = 20' HORIZONTAL  
1" = 2' VERTICAL

#### GENERAL NOTES:

- CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING RIGHT-OF-WAY USE AUTHORIZATION WITH THE CITY OF KANNAPOLIS.
- ALL SOFT DIGS WERE LOCATED AND PERFORMED BY LDSI.
- THE PROVIDED SOFT DIG ELEVATIONS WERE MEASURED TO THE TOP OF PIPE IN REFERENCE TO EXISTING GRADE.
- CONTRACTOR SHALL UTILIZE NCDOT STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION WITHIN RIGHT-OF-WAY.
- CONTRACTOR SHALL COORDINATE WITH CITY OF KANNAPOLIS FOR ANY ROAD CLOSURES OR DETOURS. CONTACT WILMER MELTON AT 704-920-4200.
- CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL EXISTING UTILITIES ARE TO BE PROTECTED UNLESS SPECIFICALLY CALLED OUT TO BE REMOVED.

#### EXISTING UTILITY NOTES:

CONTRACTOR TO COORDINATE WITH ALL EXISTING UTILITY COMPANIES PRIOR TO AND DURING CONSTRUCTION FOR ANY EXISTING UTILITY MAIN OR SERVICE CROSSINGS/CONFLICTS:

PSNC ENERGY CONTACT: FRANKLIN S. CRAIG, P.E.  
EMAIL: FRANKLIN.CRAIG@SCANA.COM  
PHONE: 704-910-3116  
BRIAN SLAGLE  
EMAIL: G.SLAGLE@SCANA.COM  
PHONE: 704-333-0325  
WINDSTREAM CONTACT: WAYNE CLEMONS  
EMAIL: WAYNE.CLEMONS@WINDSTREAM.COM  
PHONE: 704-722-0500  
SPECTRUM CONTACT: COLIN CARPENTER  
EMAIL: GREGORY.CARPENTER@CHARTER.COM  
PHONE: 704-991-6502  
DUKE ENERGY CONTACT: MILTON THOMPSON  
EMAIL: MILTON.THOMPSON@DUKE-ENERGY.COM  
PHONE: 704-395-4363  
PUBLIC WATER/SEWER CONTACT: WILMER MELTON, III, CITY OF KANNAPOLIS  
EMAIL: WMELTON@KANNAPOLISNC.GOV  
PHONE: 704-920-4201

#### FIBER OPTIC / COMMUNICATION LINES NOTE:

- THE CONTRACTOR IS TO EXERCISE CAUTION WHILE WORKING IN THE VICINITY OF INSTALLED FIBER OPTIC / COMMUNICATION LINES.
- IN THE EVENT CONFLICTS ARISE, CONTRACTOR TO NOTIFY AND COORDINATE WITH CITY INSPECTOR.
- CITY INSPECTOR TO COORDINATE WITH CITY UTILITY COORDINATOR FOR RESOLUTION.

#### SURVEY NOTES:

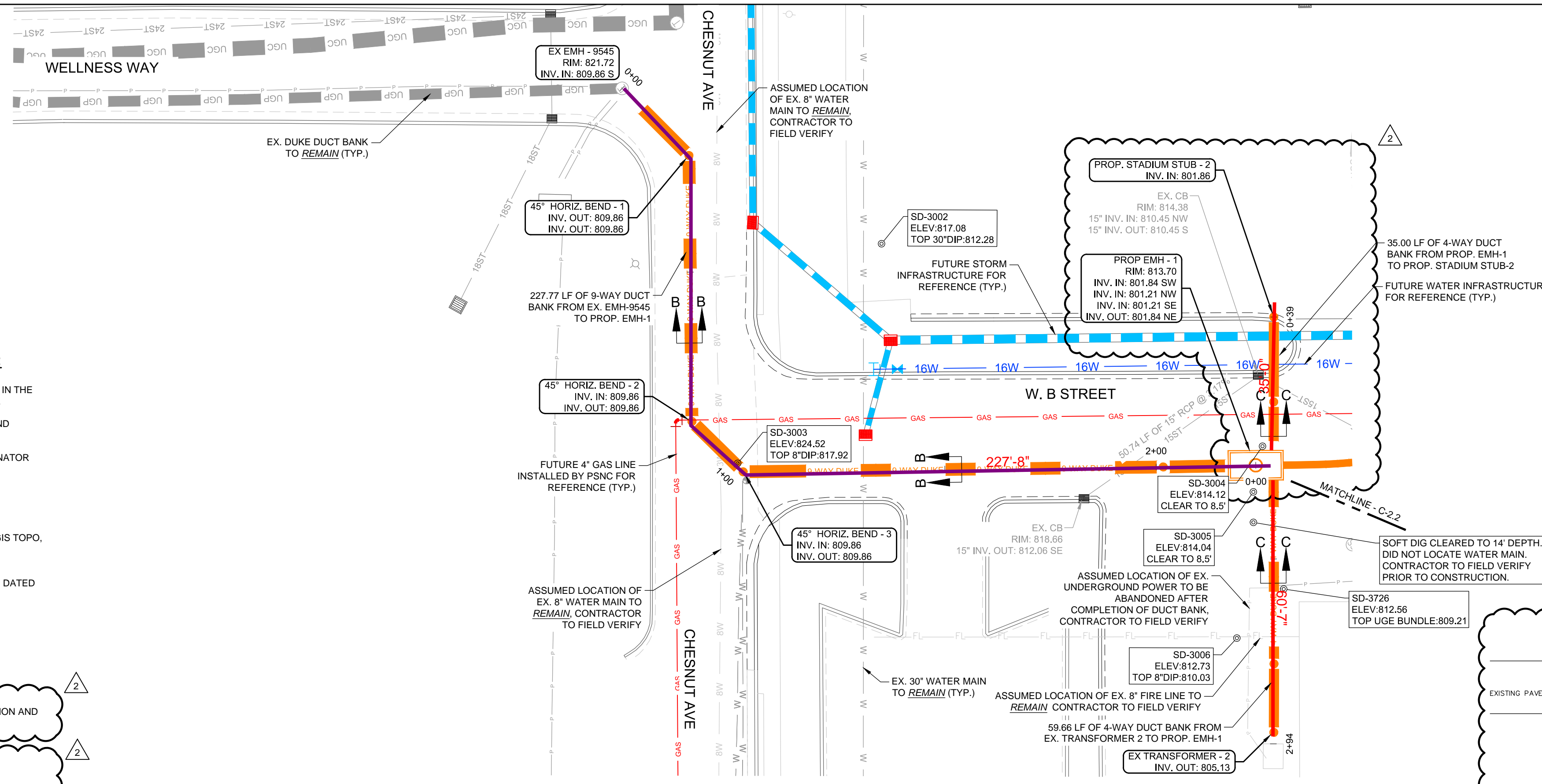
- BASE MAP DATA FROM CITY OF CHARLOTTE PLANIMETRICS, GIS TOPO, PARCEL DATA, AND FIELD SURVEY PREPARED BY LDSI DATED 4-21-2017.
- VERTICAL UTILITY LOCATE INFORMATION COMPLETED BY LDSI DATED 04-17-2017.

#### DUKE ENERGY NOTE:

- DIG AROUND SERVICES IN CONDUIT WITH EASE
- CONTACT 1-800-POWER-ON IF CABLE IS DAMAGED
- CONTRACTOR TO FIELD VERIFY ALL EXISTING DUKES MANHOLE DIMENSIONS AND COORDINATE W/ DUKE PRIOR TO INSTALLATION AND CONNECTION OF PROPOSED DUCT BANK.

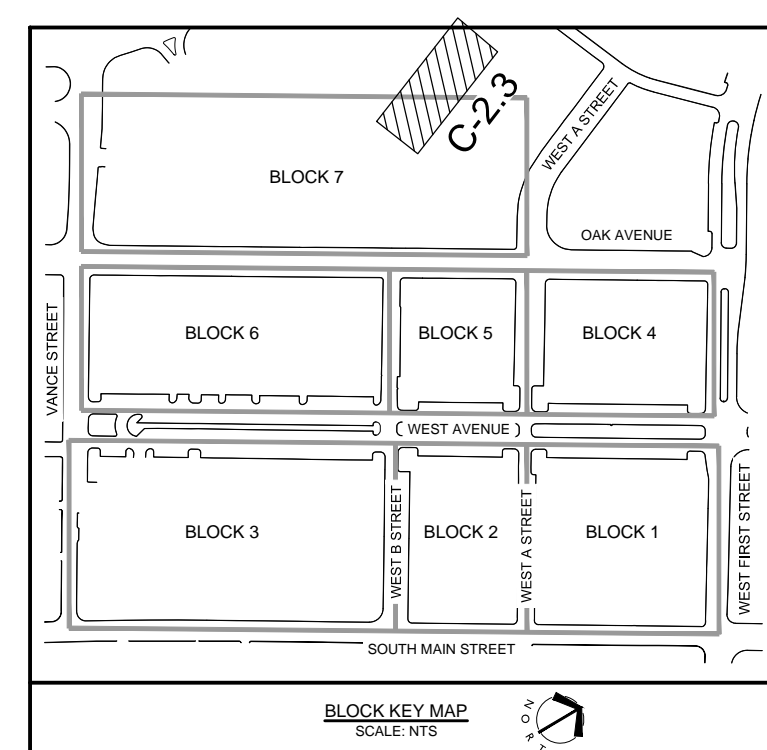
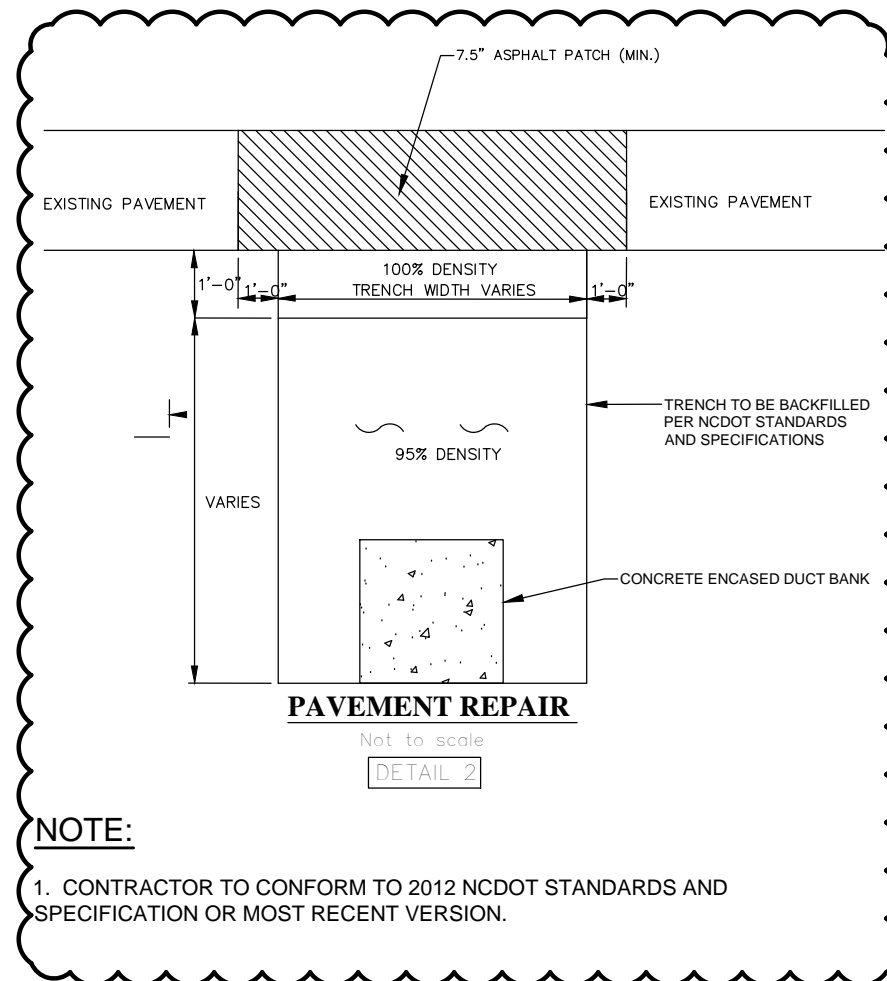
#### MANHOLE NOTES:

- MANHOLES ARE STATIONED TO THE CENTER OF VAULT.



Legend		
Description	Quantity	Unit
4 Way	95.65	ft
9 Way	227.71	ft

PLAN VIEW LEGEND	
PROP. UTILITY RELOCATION - PHASE 1	
PROP. DUKE 10' X 10' OCTAGONAL MH	
PROP. DUKE 12' X 6' RECTANGULAR MH	
PROP. DUCT BANK BEND	
JOINT DUCT BANK F-F	
JOINT DUCT BANK G-G	
FUTURE SANITARY SEWER	
FUTURE GAS	
FUTURE WATER	
FUTURE STORM	
EX. SANITARY SEWER	
EX. WATER MAIN	
EX. ABANDONED WATER MAIN	
EX. STORM DRAINAGE	
EX. STEAM	
EX. OVERHEAD UTILITY	
EX. UNDERGROUND COMMUNICATIONS	
EX. UNDERGROUND GAS	
EX. FIRE LINE	
EX. ABANDONED FIRE LINE	
SOFT DIG LOCATION	



DATE: 05-15-2017  
DESIGNED BY: E. ARWELL  
CHECKED BY: ARW  
O.C. BY: ARW  
PROJECT #: 1010100  
SHEET #:

## DOWNTOWN KANNAPOLIS PHASE 1 PRIVATE UTILITY RELOCATION PACKAGE

Kannapolis, NC | City of Kannapolis

### DUCT BANK PLAN & PROFILE - WEST B ST. & CHESTNUT AVE

LandDesign  
223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.landdesigninc.com  
NC Engineering Firm License # C-4658



6/9/17

C-2.3



#### FIBER OPTIC / COMMUNICATION LINES NOTE:

1. THE CONTRACTOR IS TO EXERCISE CAUTION WHILE WORKING IN THE VICINITY OF INSTALLED FIBER OPTIC / COMMUNICATION LINES.
2. IN THE EVENT CONFLICTS ARISE, CONTRACTOR TO NOTIFY AND COORDINATE WITH CITY INSPECTOR.
3. CITY INSPECTOR TO COORDINATE WITH CITY UTILITY COORDINATOR FOR RESOLUTION.

#### SURVEY NOTES:

1. BASE MAP DATA FROM CITY OF CHARLOTTE PLANIMETRICS, GIS TOPO, PARCEL DATA, AND FIELD SURVEY PREPARED BY LDSI DATED 4-21-2017.
2. VERTICAL UTILITY LOCATE INFORMATION COMPLETED BY LDSI DATED 04-17-2017.

#### DUKE ENERGY NOTE:

1. DIG AROUND SERVICES IN CONDUIT WITH EASE
2. CONTACT 1-800-POWER-ON IF CABLE IS DAMAGED
3. CONTRACTOR TO FIELD VERIFY ALL EXISTING DUKE MANHOLE DIMENSIONS AND COORDINATE W/ DUKE PRIOR TO INSTALLATION AND CONNECTION OF PROPOSED DUCT BANK

#### MANHOLE NOTES:

1. MANHOLES ARE STATIONED TO THE CENTER OF VAULT.

#### GENERAL NOTES:

- 1) CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING RIGHT-OF-WAY USE AUTHORIZATION WITH THE CITY OF KANNAPOLIS.
- 2) ALL SOFT DIGS WERE LOCATED AND PERFORMED BY LDSI.
- 3) THE PROVIDED SOFT DIG ELEVATIONS WERE MEASURED TO THE TOP OF PIPE IN REFERENCE TO EXISTING GRADE.
- 4) CONTRACTOR SHALL UTILIZE NCDOT STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION WITHIN RIGHT-OF-WAY.
- 5) CONTRACTOR SHALL COORDINATE WITH CITY OF KANNAPOLIS FOR ANY ROAD CLOSURES OR DETOURS. CONTACT WILMER MELTON AT 704-920-4200.
- 6) CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 7) ALL EXISTING UTILITIES ARE TO BE PROTECTED UNLESS SPECIFICALLY CALLED OUT TO BE REMOVED.

#### EXISTING UTILITY NOTES:

CONTRACTOR TO COORDINATE WITH ALL EXISTING UTILITY COMPANIES PRIOR TO AND DURING CONSTRUCTION FOR ANY EXISTING UTILITY MAIN OR SERVICE CROSSINGS/CONFLICTS:

PSNC ENERGY CONTACT: FRANKLIN S. CRAIG, P.E.  
EMAIL: FRANKLIN.CRAIG@SCANA.COM  
PHONE: 704-913-3116

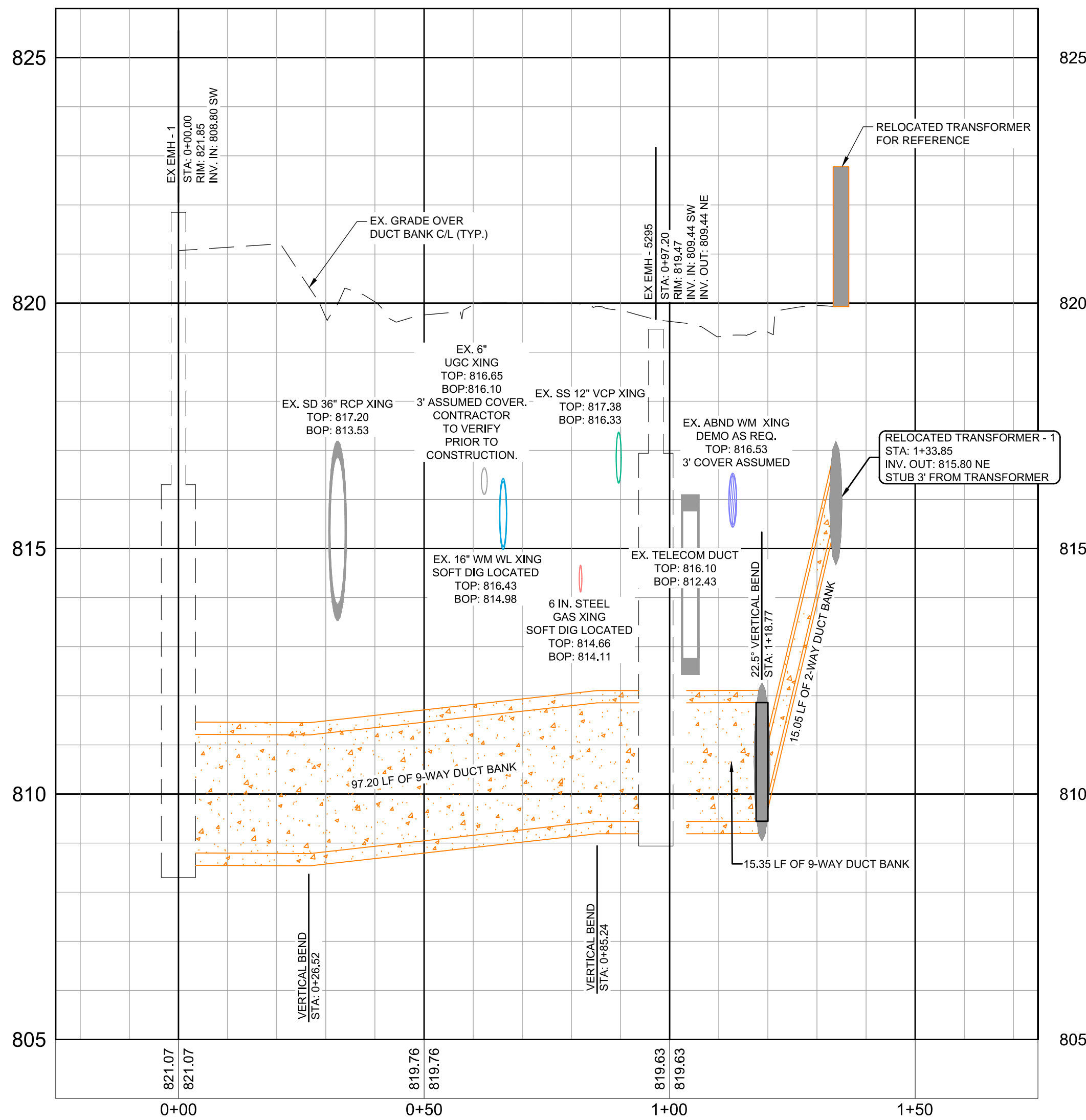
BRIAN SLAGLE  
EMAIL: G.SLAGLE@SCANA.COM  
PHONE: 704-333-0325

WINDSTREAM CONTACT: WAYNE CLEMONS  
EMAIL: WAYNE.CLEMONS@WINDSTREAM.COM  
PHONE: 704-722-0500

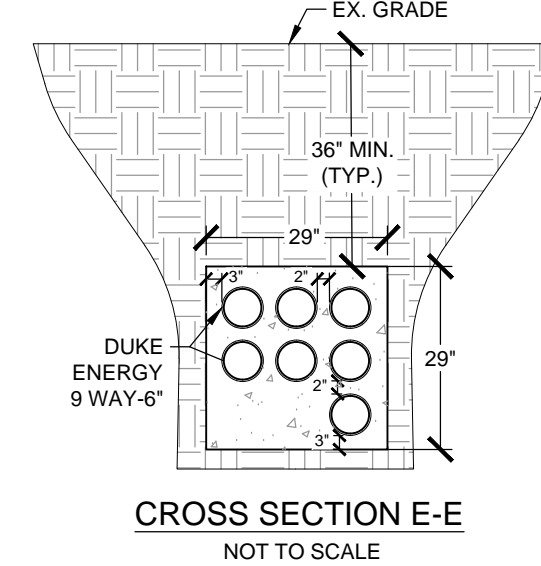
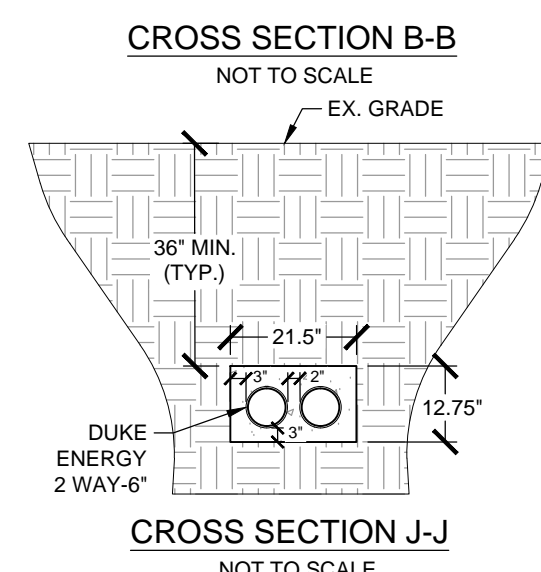
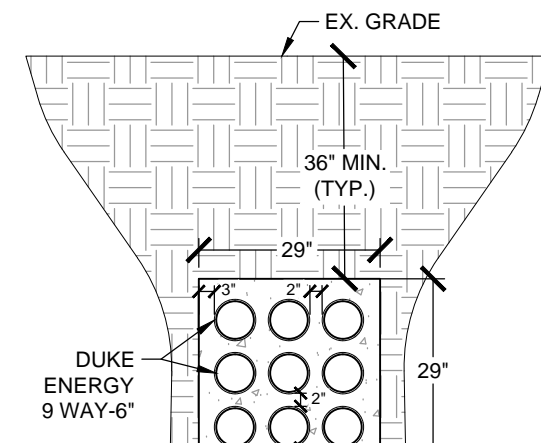
SPECTRUM CONTACT: COLIN CARPENTER  
EMAIL: GREGORY.CARPENTER@CHARTER.COM  
PHONE: 704-991-6502

DUKE ENERGY CONTACT: MILTON THOMPSON  
EMAIL: MILTON.THOMPSON@DUKE-ENERGY.COM  
PHONE: 704-395-4363

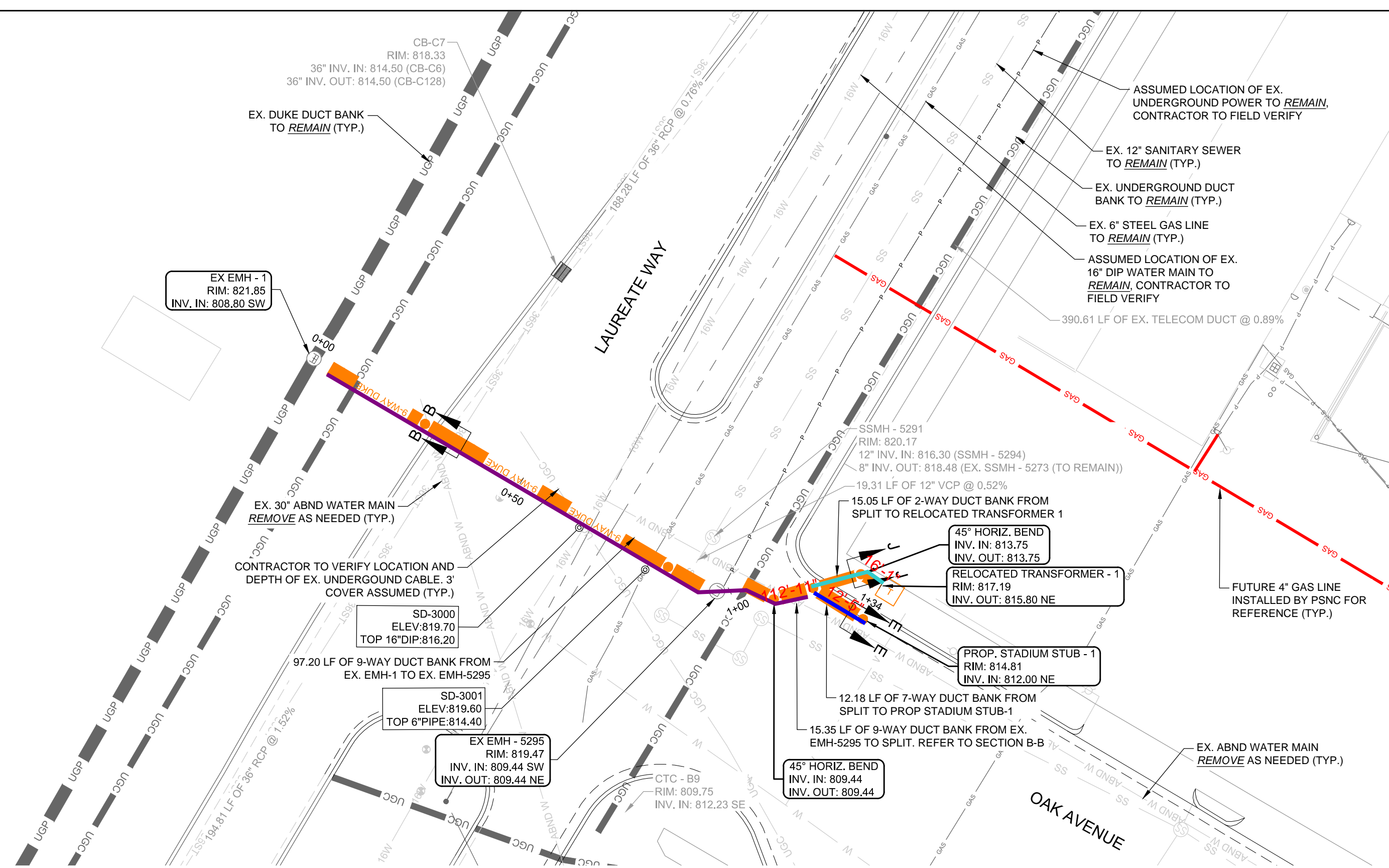
PUBLIC WATER/SEWER CONTACT: WILMER MELTON, III, CITY OF KANNAPOLIS  
EMAIL: WMELTON@KANNAPOLISNC.GOV  
PHONE: 704-920-4231



PROFILE VIEW LEGEND	
PROP. PVT. UTILITY RELOCATION - PHASE 1	
FUTURE GAS	
FUTURE SANITARY SEWER	
FUTURE WATER	
FUTURE STORM DRAINAGE	
EX. CONDUIT/DUCT BANK	
EX. ABANDONED UTILITY/DEMO	
EX. WATER	
EX. STORM DRAINAGE	
EX. POWER	
EX. SANITARY SEWER	

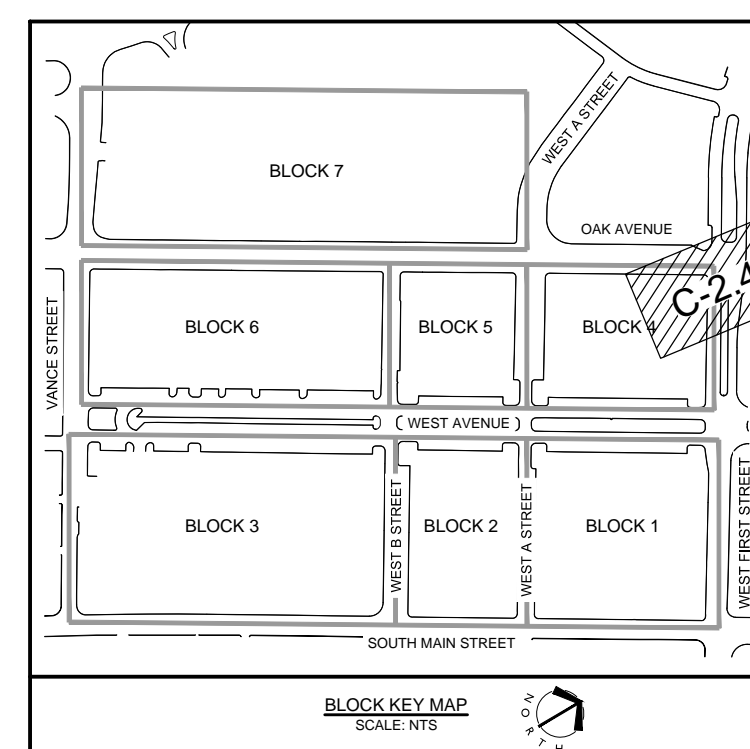
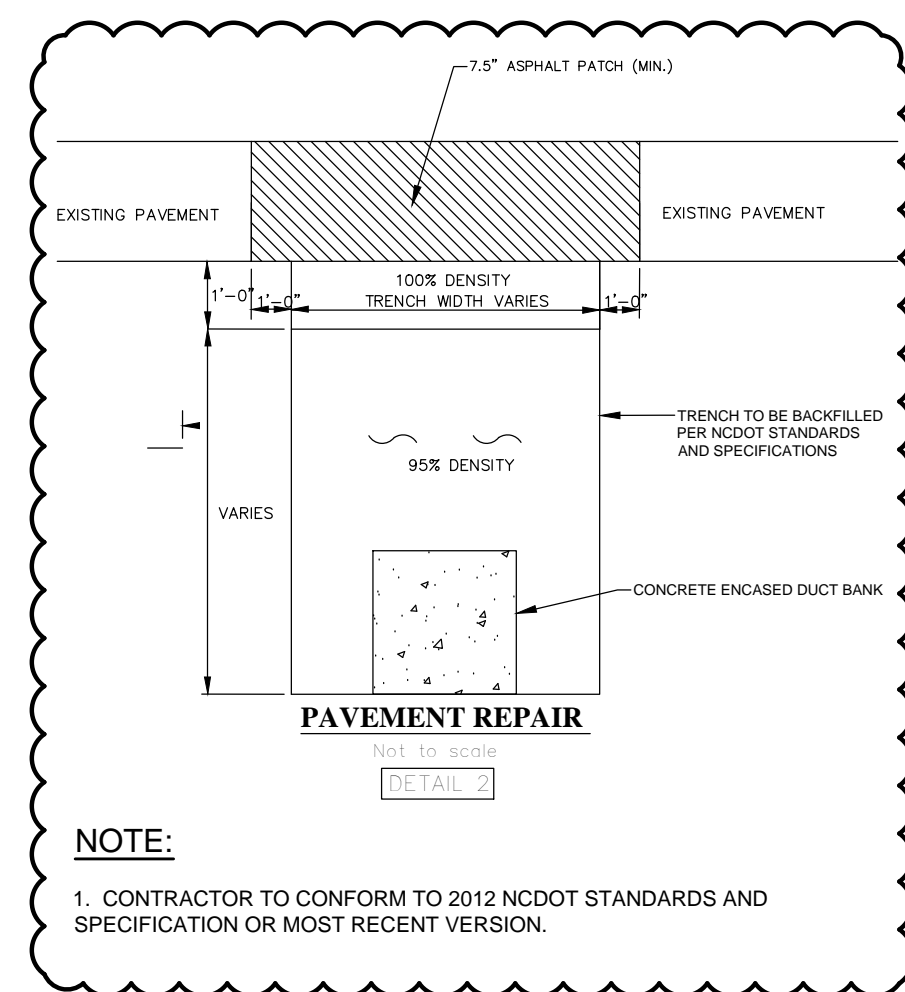


SCALE: 1" = 20' HORIZONTAL  
1" = 2' VERTICAL



Legend		
Description	Quantity	Unit
2 Way	16.12	ft
7 Way	12.41	ft
9 Way	112.88	ft

PLAN VIEW LEGEND	
PROP. UTILITY RELOCATION - PHASE 1	
PROP. DUKE 10' X 10' OCTAGONAL MH	
PROP. DUKE 12' X 6' RECTANGULAR MH	
PROP. DUCT BANK BEND	
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JOINT DUCT BANK G-G	
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FUTURE WATER	
FUTURE STORM	
EX. SANITARY SEWER	
EX. WATER MAIN	
EX. ABANDONED WATER MAIN	
EX. STORM DRAINAGE	
EX. STEAM	
EX. OVERHEAD UTILITY	
EX. UNDERGROUND COMMUNICATIONS	
EX. UNDERGROUND GAS	
EX. FIRE LINE	
EX. ABANDONED FIRE LINE	
SOFT DIG LOCATION	



## DOWNTOWN KANNAPOLIS PHASE I PRIVATE UTILITY RELOCATION PACKAGE

REVISIONS:  
DATE: 05-15-2017  
DESIGNED BY: E. ARWELL  
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C.C. BY: ARW  
PROJECT #: 1010100  
SHEET #:  
C-2.4

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C.C. BY: ARW  
PROJECT #: 1010100  
SHEET #:  
C-2.4

05/17/2017 PRICING COMMENTS  
05/23/2017 MEETING/DUKE COMMENTS

DATE: 05-15-2017  
DESIGNED BY: E. ARWELL  
CHECKED BY: ARW  
C.C. BY: ARW  
PROJECT #: 1010100  
SHEET #:  
C-2.4

05/17/2017 PRICING COMMENTS

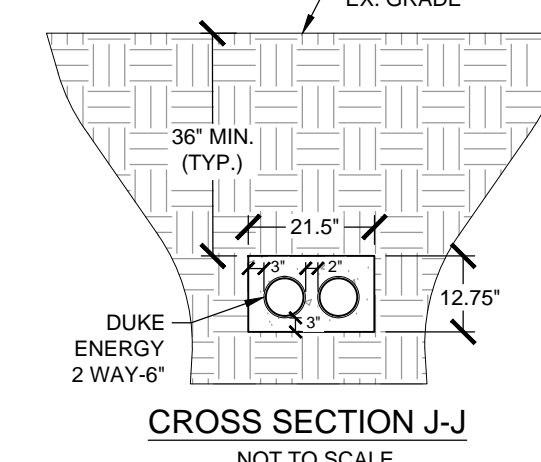
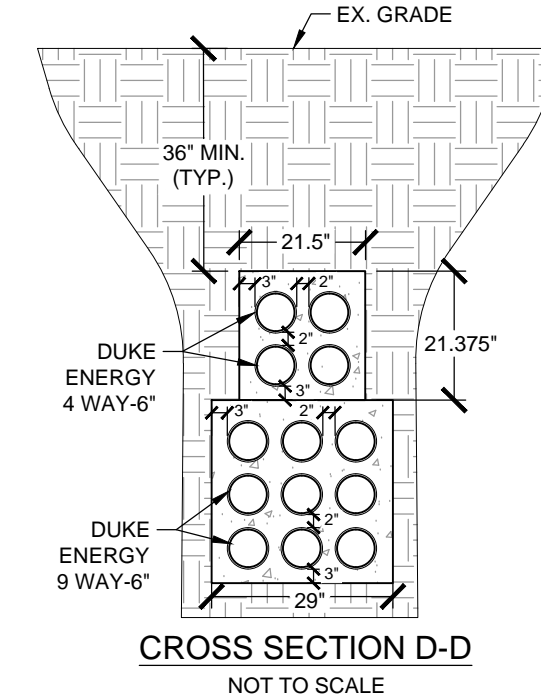
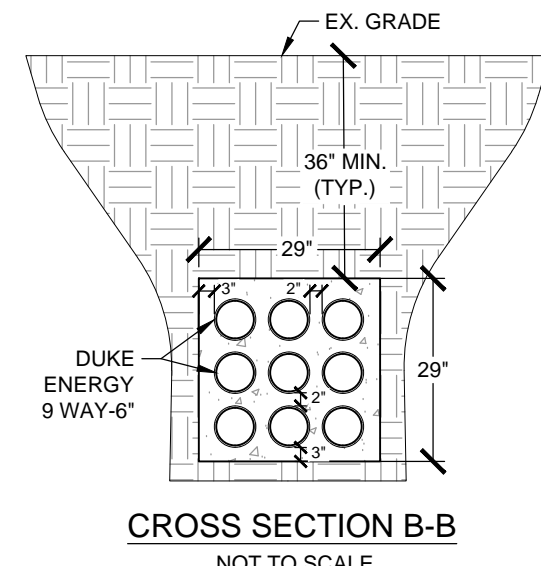


1. THE CONTRACTOR IS TO EXERCISE CAUTION WHILE WORKING IN THE VICINITY OF INSTALLED FIBER OPTIC / COMMUNICATION LINES.
2. IN THE EVENT CONFLICTS ARISE, CONTRACTOR TO NOTIFY AND COORDINATE WITH CITY INSPECTOR.
3. CITY INSPECTOR TO COORDINATE WITH CITY UTILITY COORDINATOR FOR RESOLUTION.

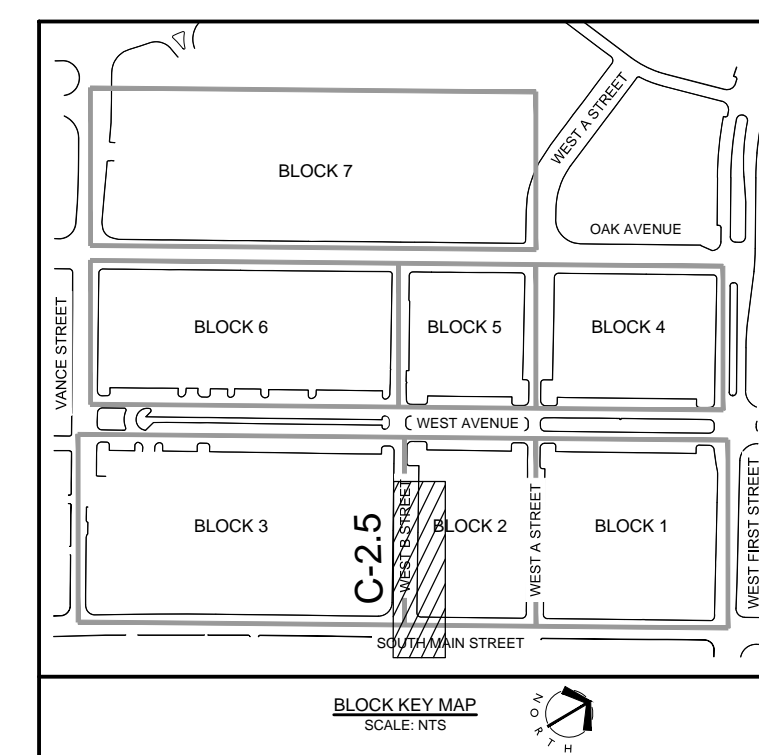
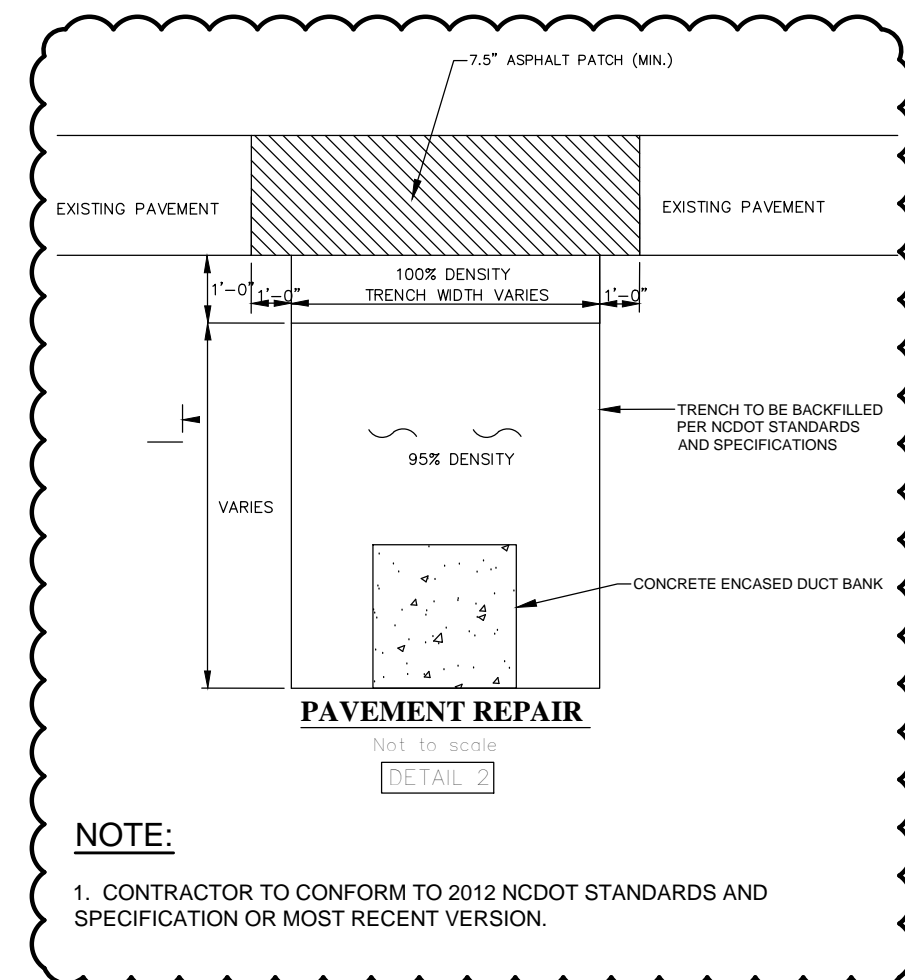
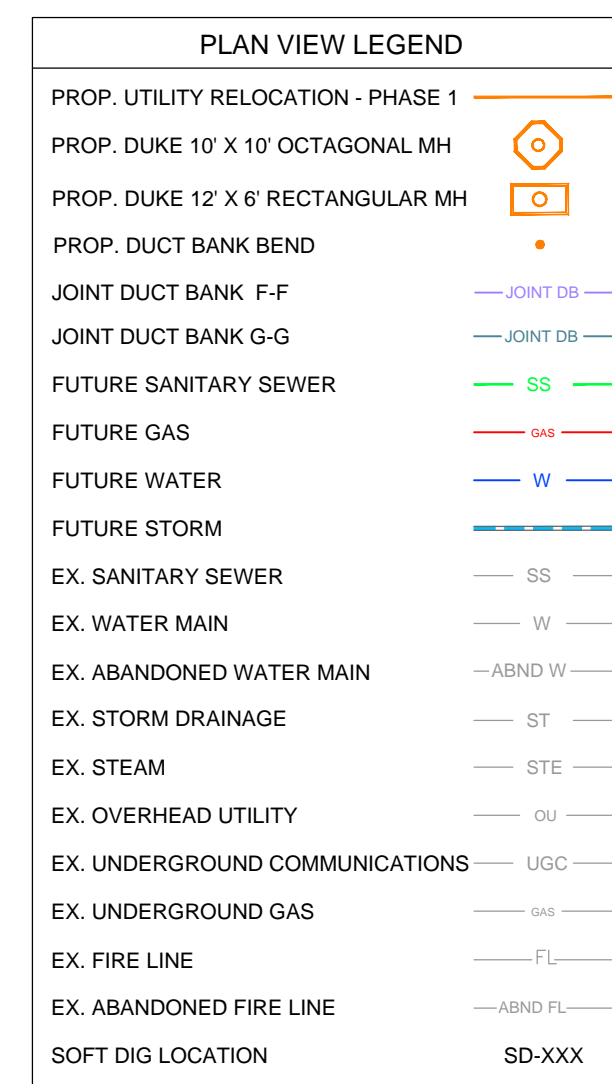
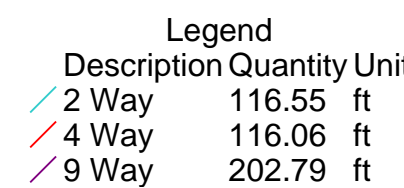
1. BASE MAP DATA FROM CITY OF CHARLOTTE PLANAMETRICS, GIS TOPO  
PARCEL DATA, AND FIELD SURVEY PREPARED BY LDSI DATED  
4-21-2017.
2. VERTICAL UTILITY LOCATE INFORMATION COMPLETED BY LDSI DATED  
04-17-2017.

1. DIG AROUND SERVICES IN CONDUIT WITH EASE
2. CONTACT 1-800-POWER-ON IF CABLE IS DAMAGE

1. MANHOLES ARE STATIONED TO THE CENTER OF VAULT



SCALE: 1" = 20' HORIZONTAL  
1" = 2' VERTICAL



**DOWNTOWN KANNAPOLIS**  
Kannapolis, NC | City of Kannapolis  
**PHASE I PRIVATE UTILITY RELOCATION PACKAGE**  
**DUCT BANK PLAN & PROFILE - WEST B ST. & SOUTH MAIN ST.**

DATE: 05/15/2017  
DRAWN BY: EIL  
CHECKED BY: ARW  
SCALE: 1" = 20'  
PROJECT #: 1016120  
SHEET #:

உ



**FIBER OPTIC / COMMUNICATION LINES NOTE:**

1. THE CONTRACTOR IS TO EXERCISE CAUTION WHILE WORKING IN THE VICINITY OF INSTALLED FIBER OPTIC / COMMUNICATION LINES.
2. IN THE EVENT CONFLICTS ARISE, CONTRACTOR TO NOTIFY AND COORDINATE WITH CITY INSPECTOR.
3. CITY INSPECTOR TO COORDINATE WITH CITY UTILITY COORDINATOR FOR RESOLUTION.

**SURVEY NOTES:**

1. BASE MAP DATA FROM CITY OF CHARLOTTE PLANIMETRICS, GIS TOPO, PARCEL DATA, AND FIELD SURVEY PREPARED BY LDSI DATED 4-21-2017.
2. VERTICAL UTILITY LOCATE INFORMATION COMPLETED BY LDSI DATED 04-17-2017.

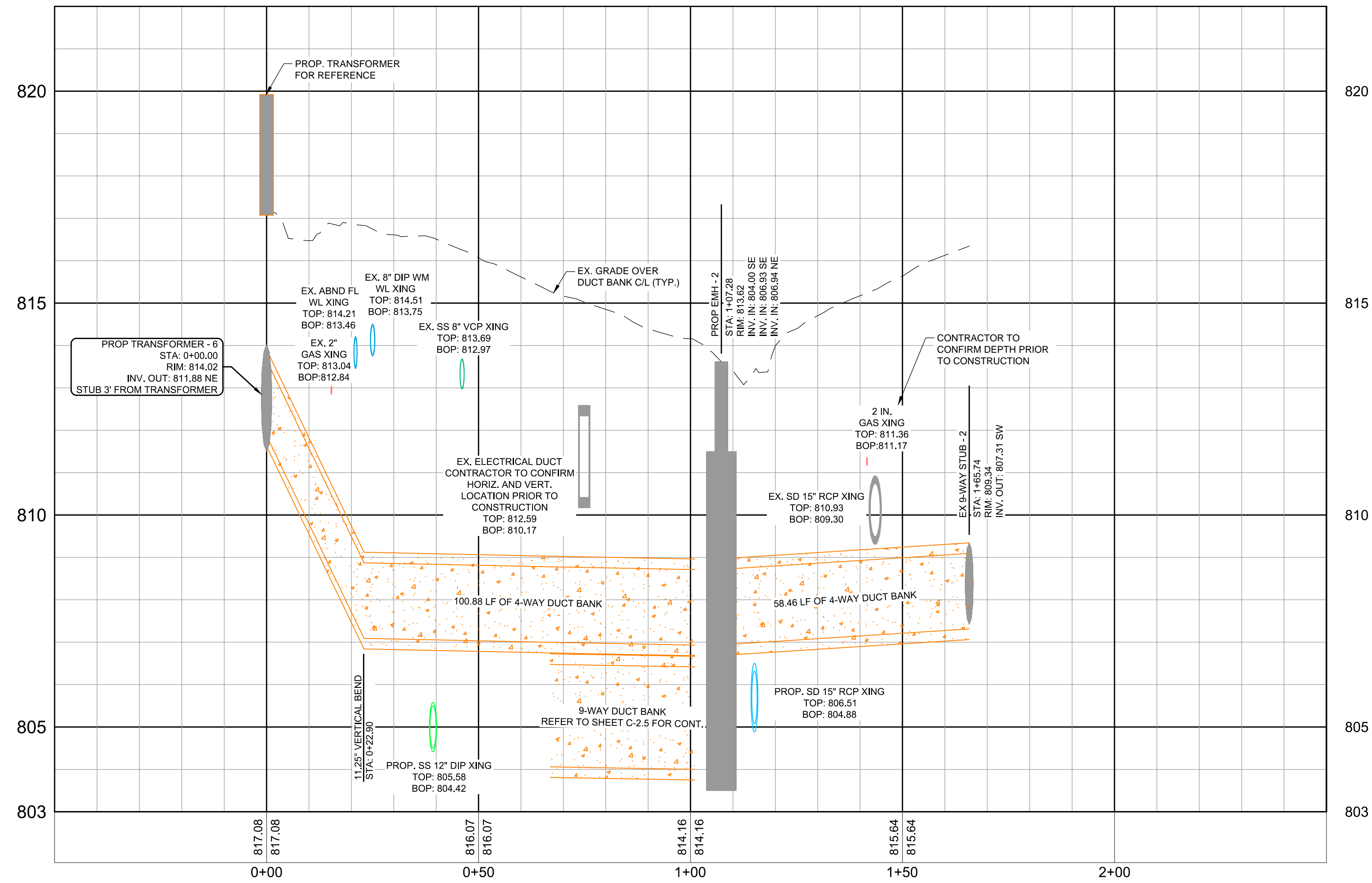
**DUKE ENERGY NOTE:**

1. DIG AROUND SERVICES IN CONDUIT WITH EASE
2. CONTACT 1-800-POWER-ON IF CABLE IS DAMAGED

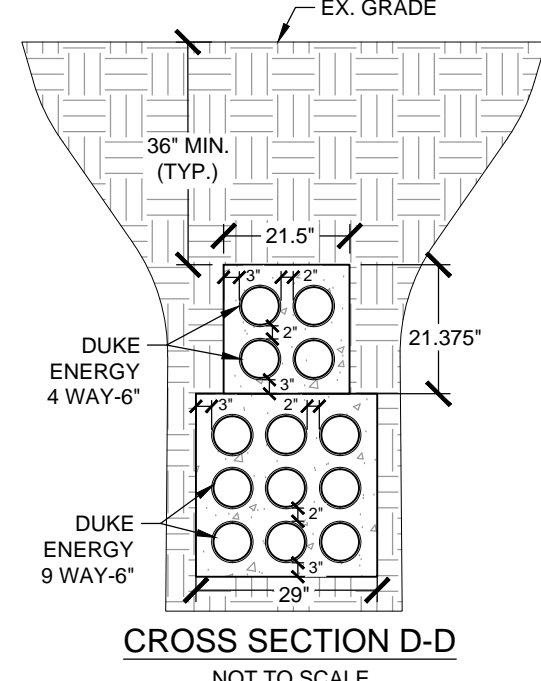
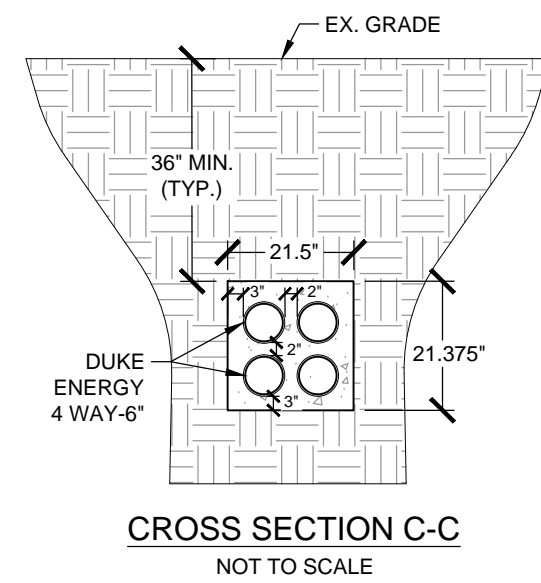
3. CONTRACTOR TO FIELD VERIFY ALL EXISTING DUKE MANHOLE DIMENSIONS AND COORDINATE W/ DUKE PRIOR TO INSTALLATION AND CONNECTION OF PROPOSED DUCT BANK

**MANHOLE NOTES:**

1. MANHOLES ARE STATIONED TO THE CENTER OF VAULT.



PROFILE VIEW LEGEND	
PROP. PVT. UTILITY RELOCATION - PHASE 1	
FUTURE GAS	
FUTURE SANITARY SEWER	
FUTURE WATER	
FUTURE STORM DRAINAGE	
EX. CONDUIT/DUCT BANK	
EX. ABANDONED UTILITY/DEMO	
EX. WATER	
EX. STORM DRAINAGE	
EX. POWER	
EX. SANITARY SEWER	



SCALE: 1" = 20' HORIZONTAL  
1" = 2' VERTICAL

**GENERAL NOTES:**

- 1) CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING RIGHT-OF-WAY USE AUTHORIZATION WITH THE CITY OF KANNAPOLIS.
- 2) ALL SOFT DIGS WERE LOCATED AND PERFORMED BY LDSI.
- 3) THE PROVIDED SOFT DIG ELEVATIONS WERE MEASURED TO THE TOP OF PIPE IN REFERENCE TO EXISTING GRADE.
- 4) CONTRACTOR SHALL UTILIZE NCDOT STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION WITHIN RIGHT-OF-WAY.
- 5) CONTRACTOR SHALL COORDINATE WITH CITY OF KANNAPOLIS FOR ANY ROAD CLOSURES OR DETOURS. CONTACT WILMER MELTON AT 704-920-4200.
- 6) CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- 7) ALL EXISTING UTILITIES ARE TO BE PROTECTED UNLESS SPECIFICALLY CALLED OUT TO BE REMOVED.

**EXISTING UTILITY NOTES:**

CONTRACTOR TO COORDINATE WITH ALL EXISTING UTILITY COMPANIES PRIOR TO AND DURING CONSTRUCTION FOR ANY EXISTING UTILITY MAIN OR SERVICE CROSSINGS/CONFLICTS:

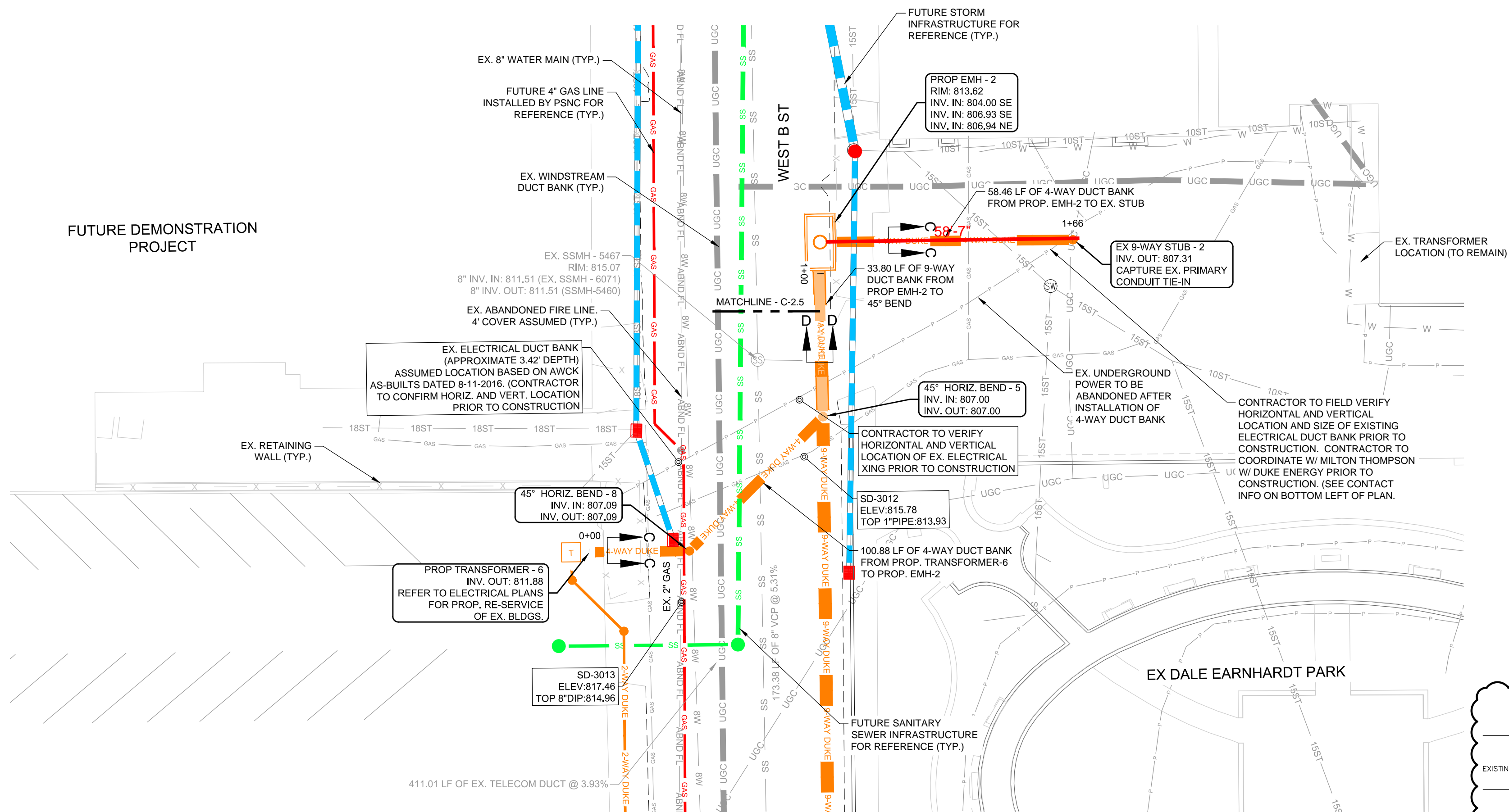
PSNC ENERGY CONTACT: FRANKLIN S. CRAIG, P.E.  
EMAIL: FRANKLIN.CRAIG@SCANA.COM  
PHONE: 704-410-3116  
BRIAN SLAGLE  
EMAIL: G.SLAGLE@SCANA.COM  
PHONE: 704-333-0325

WINDSTREAM CONTACT: WAYNE CLEMONS  
EMAIL: WAYNE.CLEMONS@WINDSTREAM.COM  
PHONE: 704-222-0500

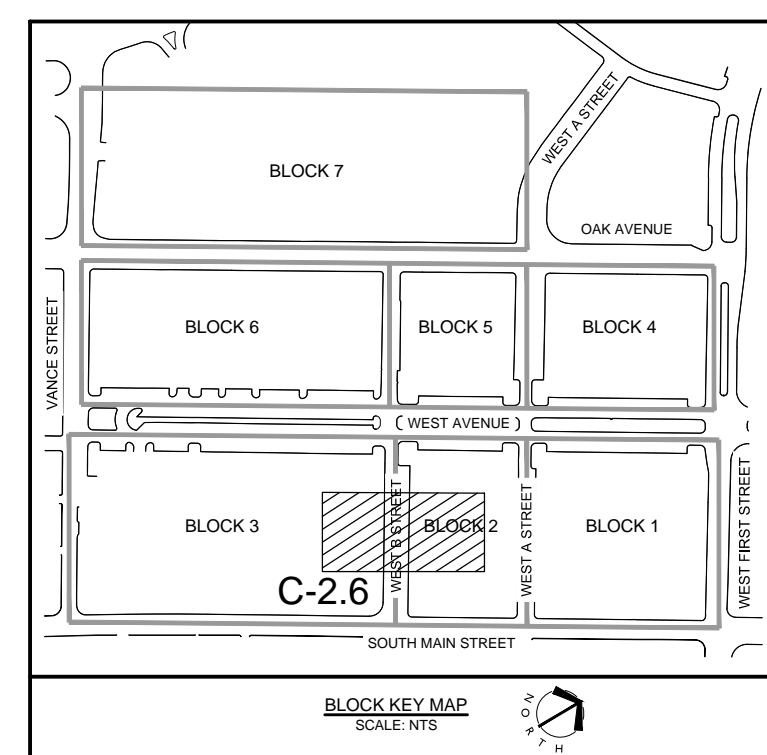
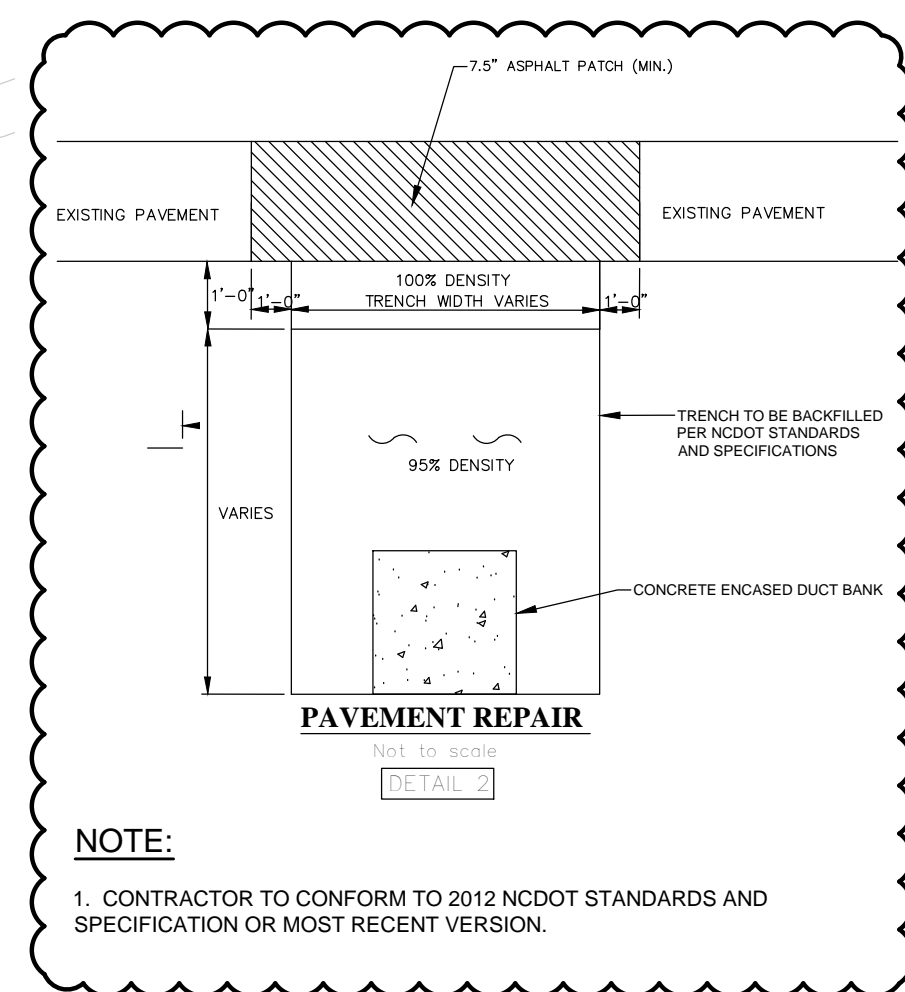
SPECTRUM CONTACT: COLIN CARPENTER  
EMAIL: GREGORY.CARPENTER@CHARTER.COM  
PHONE: 704-991-6502

DUKE ENERGY CONTACT: MILTON THOMPSON  
EMAIL: MILTON.THOMPSON@DUKE-ENERGY.COM  
PHONE: 704-395-4363

PUBLIC WATER/SEWER CONTACT: WILMER MELTON, III, CITY OF KANNAPOLIS  
EMAIL: WMELTON@KANNAPOLISNC.GOV  
PHONE: 704-920-4201



PLAN VIEW LEGEND	
PROP. UTILITY RELOCATION - PHASE 1	
PROP. DUKE 10' X 10' OCTAGONAL MH	
PROP. DUKE 12' X 6' RECTANGULAR MH	
PROP. DUCT BANK BEND	
JOINT DUCT BANK F-F	
JOINT DUCT BANK G-G	
FUTURE SANITARY SEWER	
FUTURE GAS	
FUTURE WATER	
FUTURE STORM	
EX. SANITARY SEWER	
EX. WATER MAIN	
EX. ABANDONED WATER MAIN	
EX. STORM DRAINAGE	
EX. STEAM	
EX. OVERHEAD UTILITY	
EX. UNDERGROUND COMMUNICATIONS	
EX. UNDERGROUND GAS	
EX. FIRE LINE	
EX. ABANDONED FIRE LINE	
SOFT DIG LOCATION	



DATE: 05-15-2017  
DESIGNED BY: E. ARWELL  
CHECKED BY: ARW  
C.C. BY: ARW  
PROJECT #: 101020  
SHEET #:

**DOWNTOWN KANNAPOLIS  
PHASE I PRIVATE UTILITY RELOCATION PACKAGE**  
Kannapolis, NC | City of Kannapolis  
DUCT BANK PLAN & PROFILE - WEST B ST. SOUTHEAST

C-2.6

**LandDesign**  
223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.landdesigninc.com  
NC Engineering Firm License # C-4658









# FIBER OPTIC / COMMUNICATION LINES NOTE:

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3. CITY INSPECTOR TO COORDINATE WITH CITY UTILITY COORDINATOR FOR RESOLUTION.

## SURVEY NOTES:

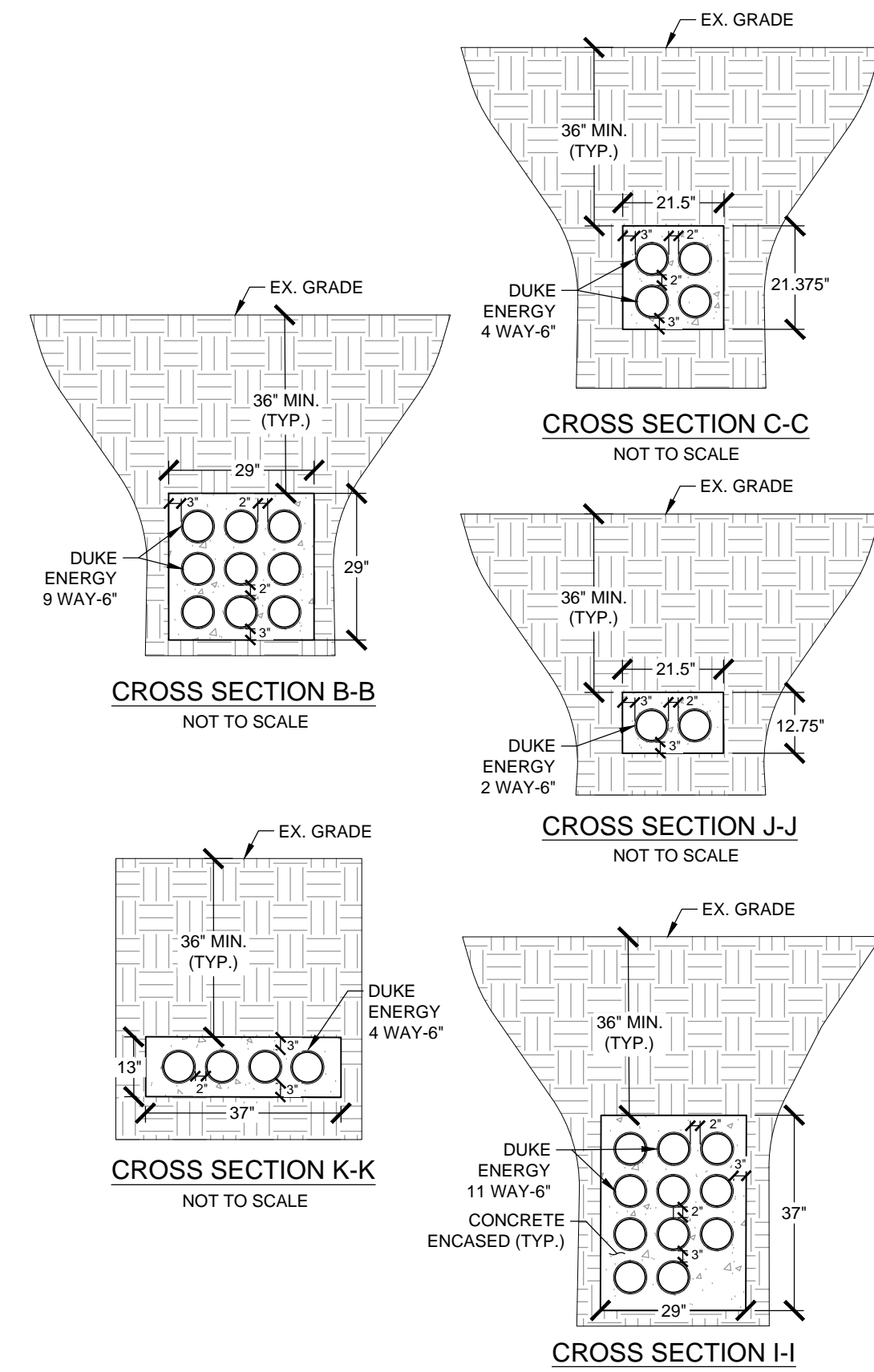
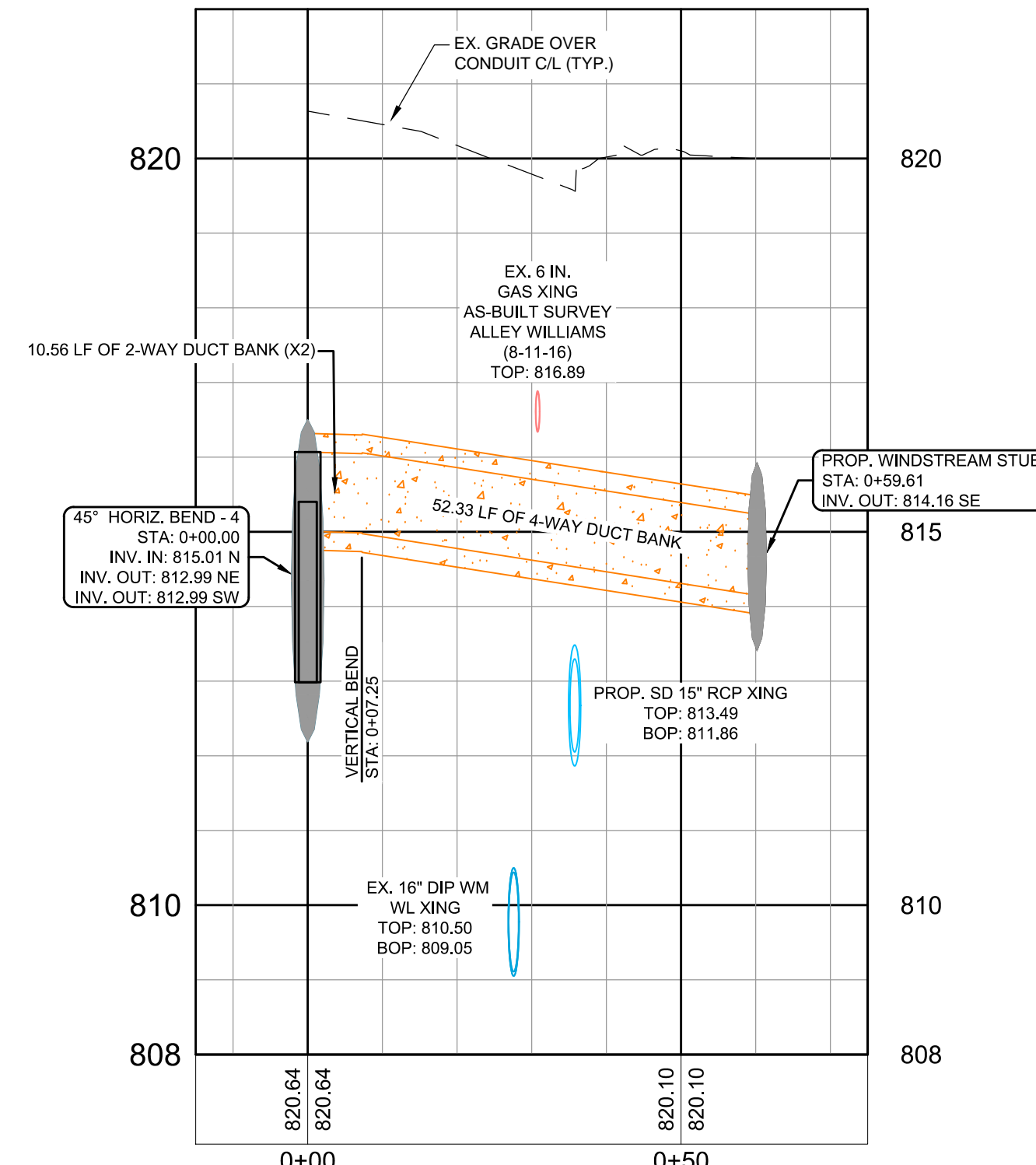
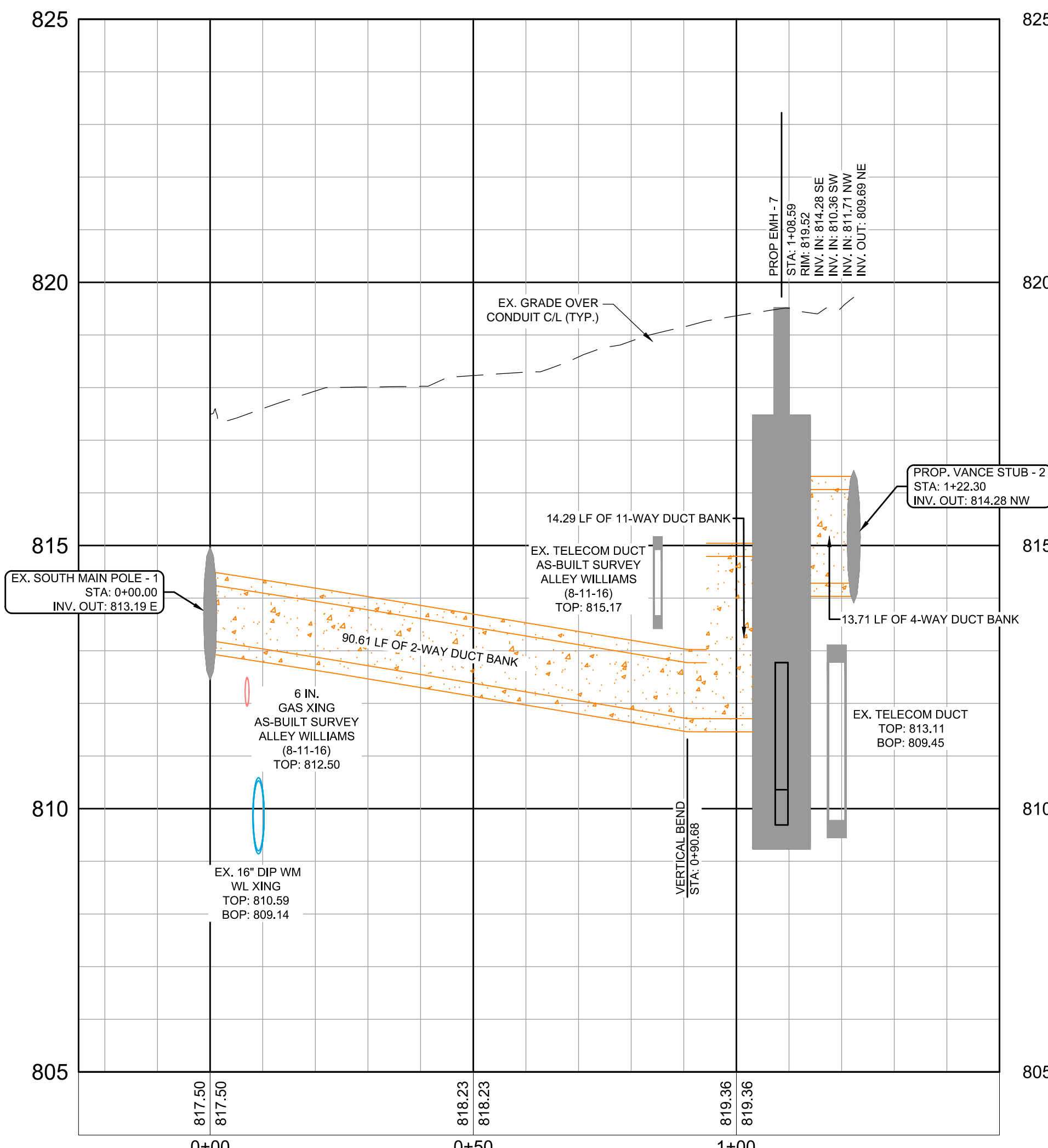
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2. VERTICAL UTILITY LOCATE INFORMATION COMPLETED BY LDSI DATED 04-17-2017.

## DUKE ENERGY NOTE:

1. DIG AROUND SERVICES IN CONDUIT WITH EASE
2. CONTACT 1-800-POWER-ON IF CABLE IS DAMAGED
3. CONTRACTOR TO FIELD VERIFY ALL EXISTING DUKE MANHOLE DIMENSIONS AND COORDINATE W/ DUKE PRIOR TO INSTALLATION AND CONNECTION OF PROPOSED DUCT BANK

## MANHOLE NOTES:

1. MANHOLES ARE STATIONED TO THE CENTER OF VAULT.



SCALE: 1" = 20' HORIZONTAL  
1" = 2' VERTICAL

## GENERAL NOTES:

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EMAIL: FRANKLIN.CRAIG@SCANA.COM  
PHONE: 704-910-3116

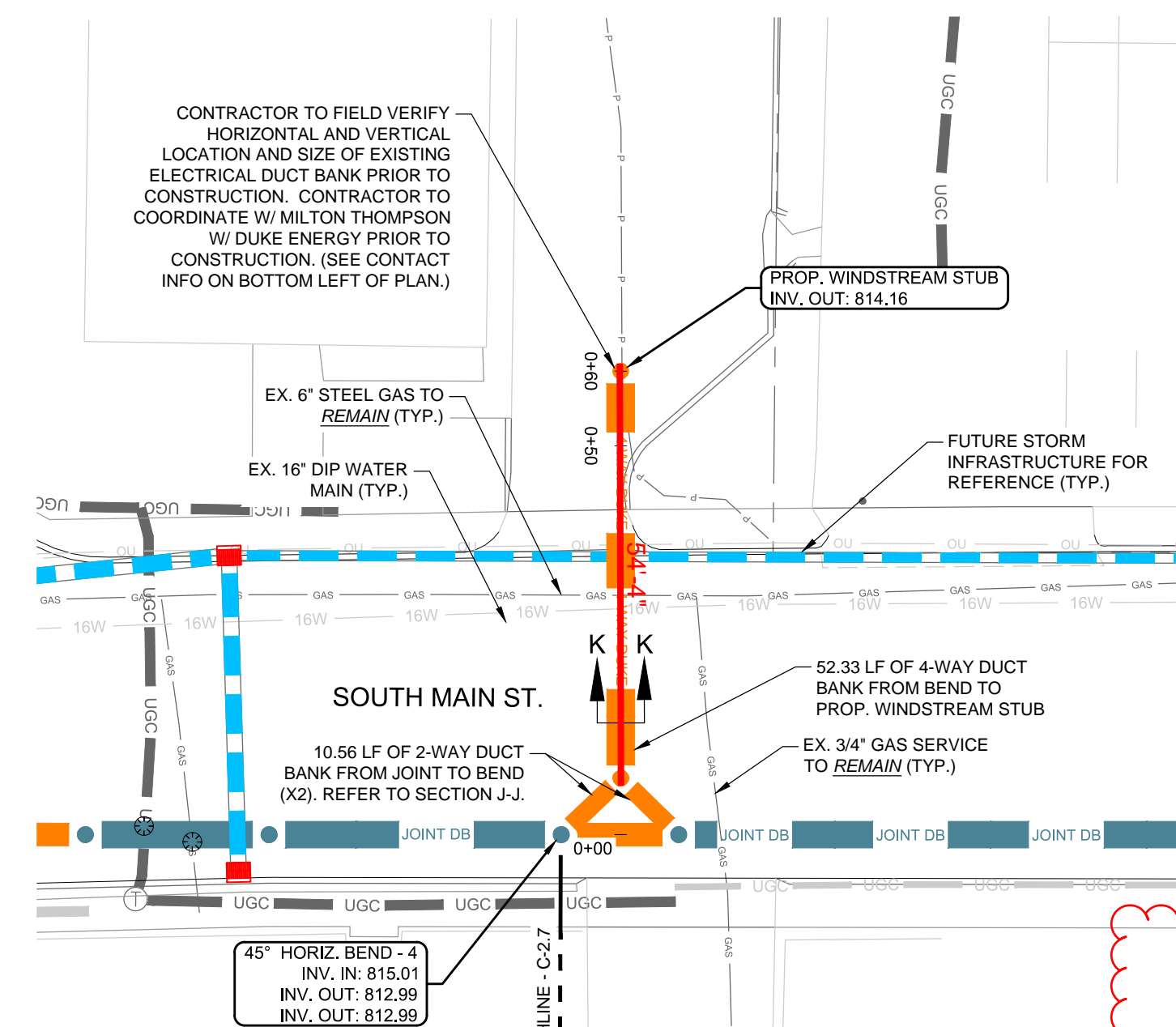
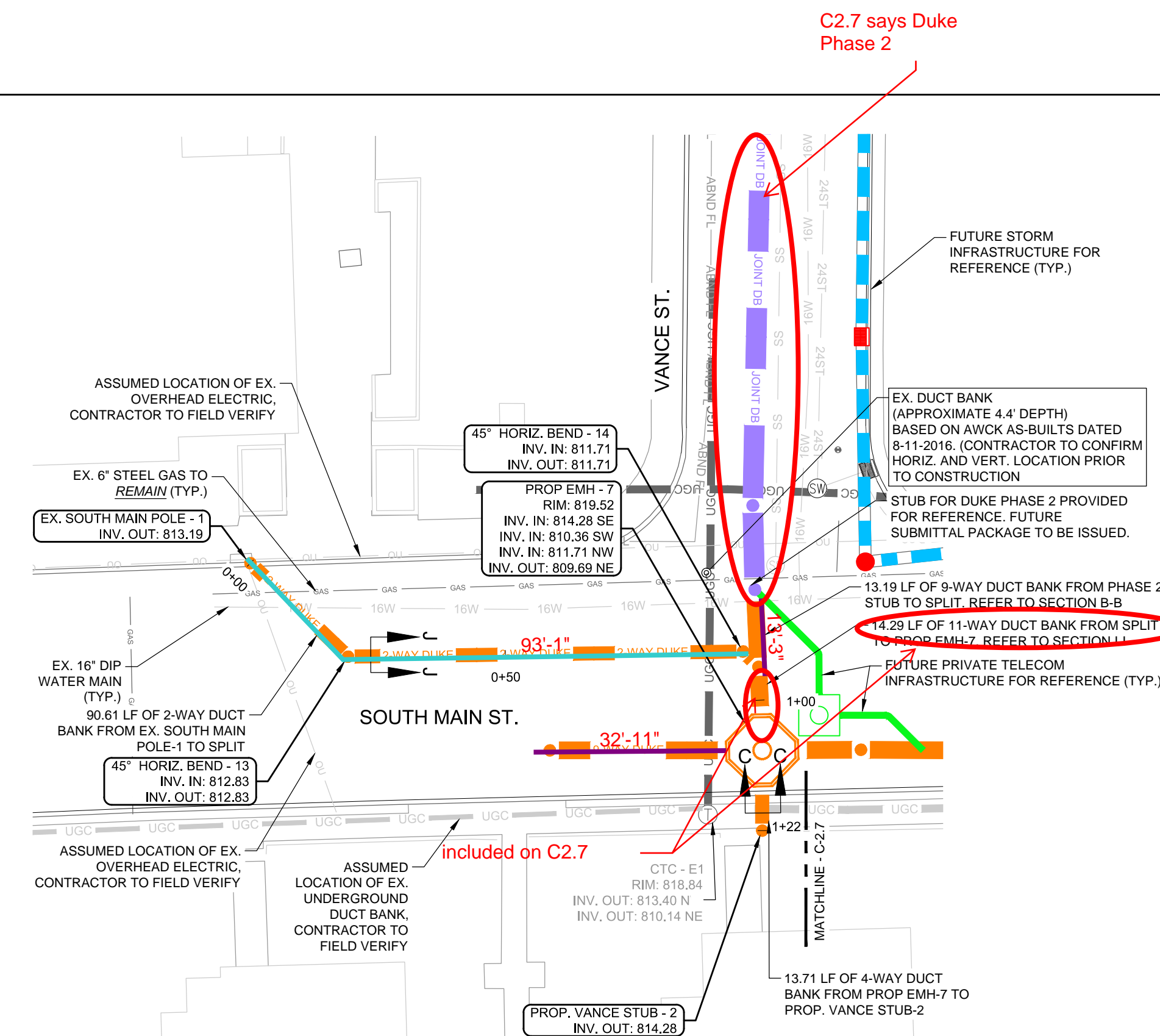
BRIAN SLAGLE  
EMAIL: GSLAGLE@SCANA.COM  
PHONE: 704-333-0325

WINDSTREAM CONTACT: WAYNE CLEMONS  
EMAIL: WAYNE.CLEMONS@WINDSTREAM.COM  
PHONE: 704-722-0520

SPECTRUM CONTACT: COLIN CARPENTER  
EMAIL: GREGORY.CARPENTER@CHARTER.COM  
PHONE: 704-991-6502

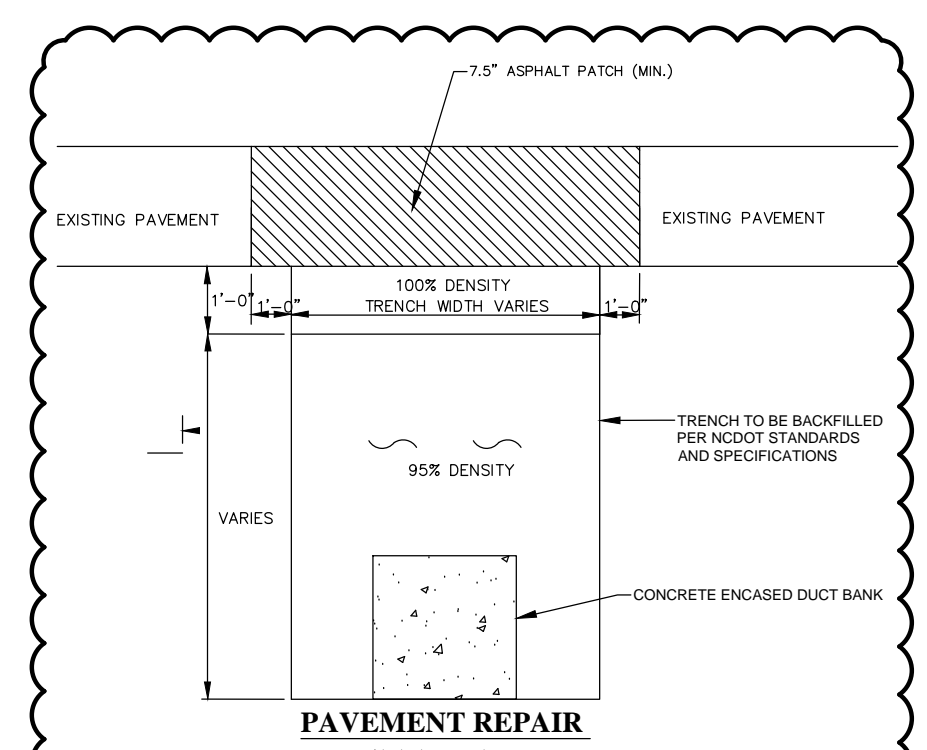
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EMAIL: MILTON.THOMPSON@DUKE-ENERGY.COM  
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PHONE: 704-920-4231

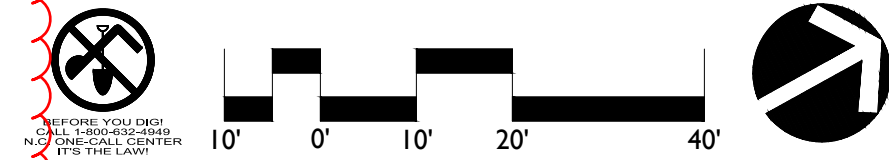
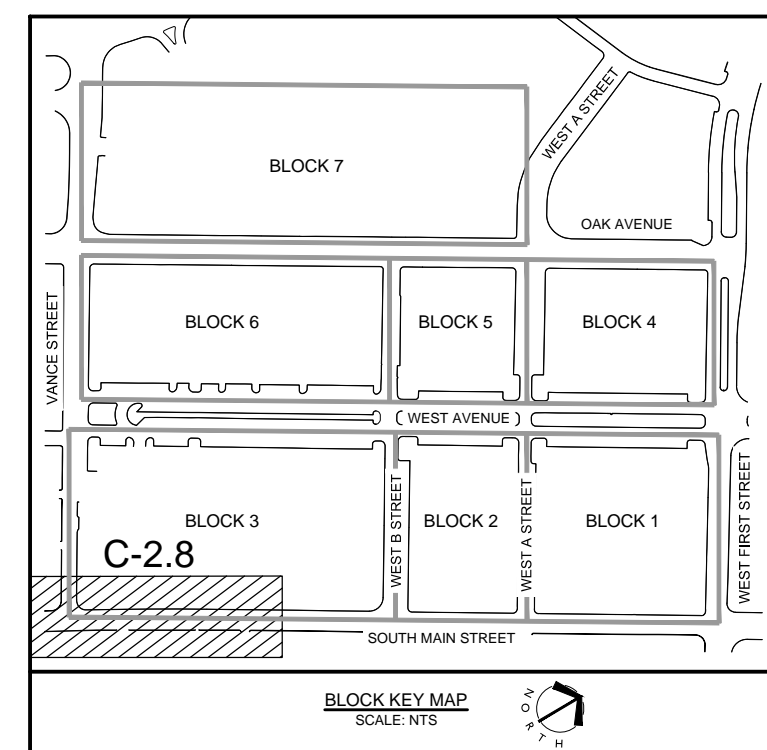


Legend	Description	Quantity	Unit
2 Way	2 Way	93.11	ft
4 Way	4 Way	54.32	ft
9 Way	9 Way	46.18	ft

PLAN VIEW LEGEND
PROP. UTILITY RELOCATION - PHASE 1
PROP. DUKE 10' X 10' OCTAGONAL MH
PROP. DUKE 12' X 6' RECTANGULAR MH
PROP. DUCT BANK BEND
JOINT DUCT BANK F-F
JOINT DUCT BANK G-G
FUTURE SANITARY SEWER
FUTURE GAS
FUTURE WATER
FUTURE STORM
EX. SANITARY SEWER
EX. WATER MAIN
EX. ABANDONED WATER MAIN
EX. STORM DRAINAGE
EX. STEAM
EX. OVERHEAD UTILITY
EX. UNDERGROUND COMMUNICATIONS
EX. UNDERGROUND GAS
EX. FIRE LINE
EX. ABANDONED FIRE LINE
SOFT DIG LOCATION



NOTE:  
1. CONTRACTOR TO CONFORM TO 2012 NCDOT STANDARDS AND SPECIFICATION OR MOST RECENT VERSION.



# DOWNTOWN KANNAPOLIS PHASE I PRIVATE UTILITY RELOCATION PACKAGE Kannapolis, NC | City of Kannapolis DUCT BANK PLAN & PROFILE - SOUTH MAIN ST.

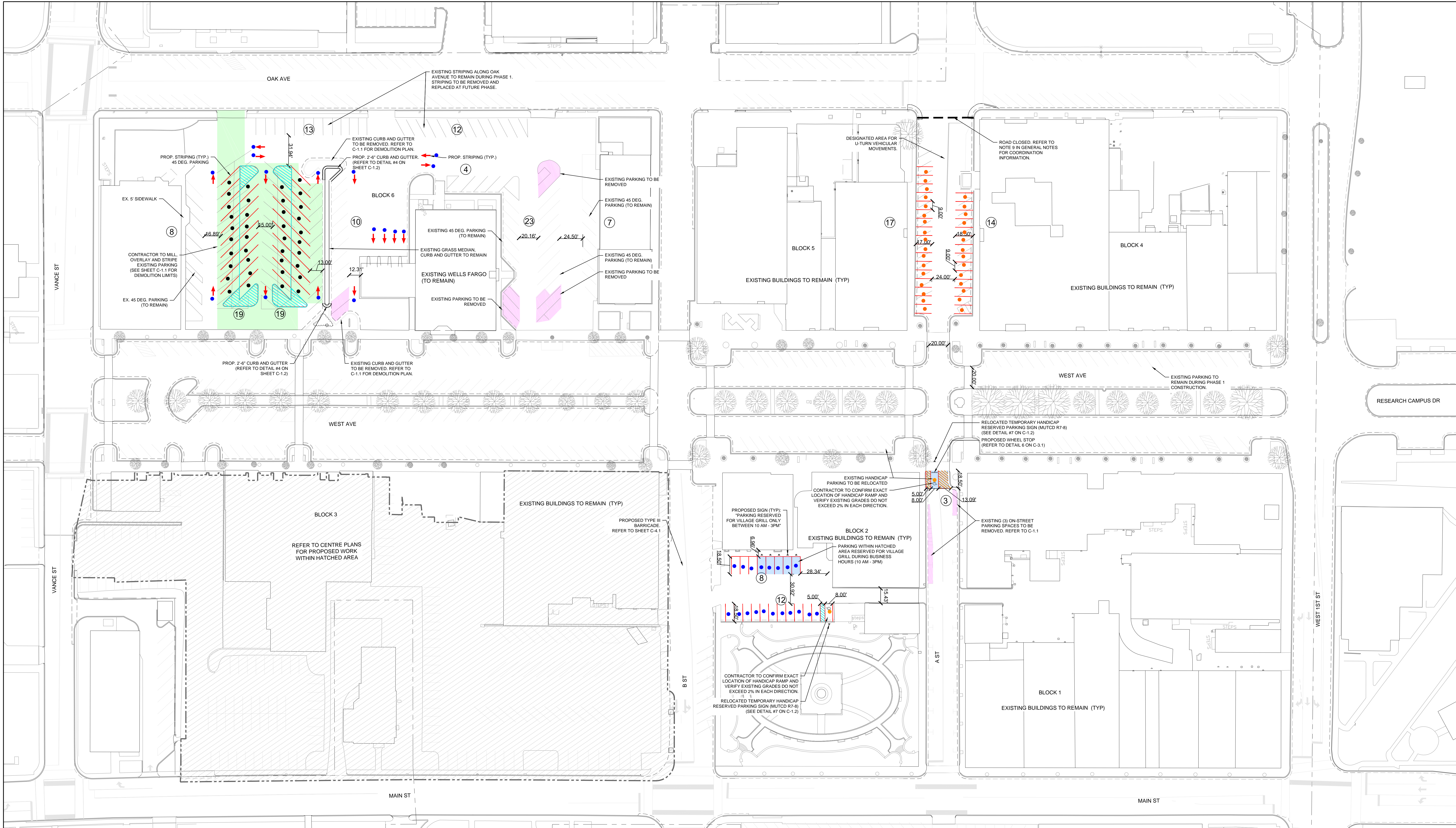
REVISIONS:  
DATE: 05-15-2017  
DESIGNED BY: ARW  
CHECKED BY: ARW  
C.C. BY: ARW  
PROJECT #: 1010100  
SHEET #:  
C-2.8

LandDesign  
223 N. Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.landdesigninc.com  
NC Engineering Firm License # C-4658



6/9/17





GENERAL NOTES:

1. ALL PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING UNLESS OTHERWISE SPECIFICALLY EXEMPTED BY THESE PLANS.
2. THE CONTRACTOR IS CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, PREVIOUS DESIGN DOCUMENTS, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE LOCATION OF EXISTING UTILITIES MUST BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE OWNER AND ENGINEER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTIONS PRIOR TO PROCEEDING.
4. PRIOR TO BEGINNING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE TO VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM ALL REGULATORY AUTHORITIES AND SHALL BE THOROUGHLY FAMILIAR WITH CONDITIONS OF SAID PERMITS AND INSPECTION REQUIREMENTS.
5. THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES AND RIGHT-OF-WAYS, PUBLIC OR PRIVATE, PRIOR TO WORKING IN THESE AREAS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE THE CONSTRUCTION LIMITS.
7. CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC ARE PROTECTED FROM INJURY.
8. LANDDESIGN SHALL NOT BE IN CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR ACTUAL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, OR SAFETY PRECAUTIONS IN CONNECTION WITH THE WORK, OR FOR THE ACTS OR OMISSIONS OF CONTRACTORS OR ANY OTHER PERSONS NOT UNDER THE EMPLOYMENT OF LANDDESIGN.
9. CONTRACTOR TO COORDINATE WITH BARTON MALOW FOR CONSTRUCTION FENCING LOCATION AND PHASING.

CONTACT: HALEY HASSLER, PRECONSTRUCTION MANAGER  
PHONE: 704-817-8690  
EMAIL: HALEY.HASSLER@BARTONMALOW.COM

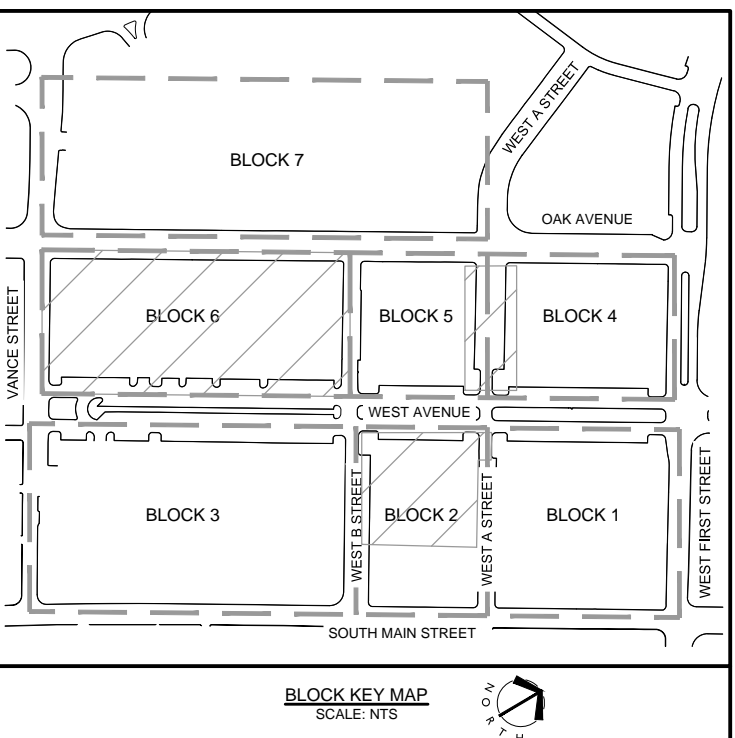
SIGN LEGEND



R7-8

LEGEND

- EXISTING STRIPING TO BE REMOVED
- MILL, OVERLAY AND STRIPING AREA
- RESERVED PARKING FOR VILLAGE GRILL WITH SIGN



20 0' 20' 40' 80'

PARKING COUNT	PRE CONSTRUCTION	POST PHASE 1 CONSTRUCTION
WEST A ST (RCCC PARKING)	TOTAL: 24 SPACES	TOTAL: 31 SPACES
WEST A ST (VILLAGE GRILL PARKING)	TOTAL: 5 SPACES (ON-STREET)	TOTAL: 3 SPACES (1 HANDICAP SPACE FOR VILLAGE GRILL)
BLOCK 2	TOTAL: 19 SPACES	TOTAL: 20 SPACES STANDARD: 19 SPACES HANDICAP: 1 SPACES
BLOCK 6	TOTAL: 137 SPACES	TOTAL: 115 SPACES

DOWNTOWN KANNAPOLIS  
PHASE I PRIVATE UTILITY RELOCATION PACKAGE  
SITE & STRIPING PLAN

REVISIONS:  
05/23/2017 MEETING/DRAW COMMENTS

DATE: 05-15-2017  
DESIGNED BY: ARW  
CHECKED BY: ARW  
O.C. BY: NLD  
PROJECT #: 1016120

SHEET #:

C-3.1



LandDesign  
223 N Graham Street, Charlotte, NC 28202  
V: 704.333.0325 F: 704.332.3246  
www.landdesigninc.com  
NC Engineering Firm License # C-4658



BUILDING with the  
**AMERICAN SPIRIT:**  
**PEOPLE**  
**PROJECTS**  
**COMMUNITIES**

**BARTON MALOW COMPANY**

1923-B South Boulevard

Charlotte, NC 28203

(704) 817-8690 ph

[www.bartonmalow.com](http://www.bartonmalow.com)



BUILDING **INNOVATIVE** SOLUTIONS





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** City Manager, City Attorney  
**TITLE:** Resolution relating to Agreement for Constructin of Road Improvements at Glen Afton Blvd

**A. Action Requested by City Council**

**Motion to approve Resolution authorizing execution of Agreement for Construction of Road Improvements.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Elm Partners, a local developer, proposes the construction of an approximately two (2) acre commercial and retail development to be commonly referred to with the working name “Shops at Afton” (referred to herein as the “Project”), located on the north side of Kannapolis Parkway, a North Carolina Department of Transportation (“NCDOT”) maintained roadway, at its intersection with Glen Afton Boulevard, in the City of Kannapolis. The Project will require the construction of certain road and signalization improvements to Kannapolis Parkway and the construction of a proposed new six-lane divided public street with related infrastructure improvements, which new construction shall be an extension of Glen Afton Boulevard across Kannapolis Parkway, all as shown on Exhibit A, which is attached hereto.

Real property for the Road Improvements will be comprised of land from within the Project and land currently within City or NCDOT road right of way (the “City Land”). The Road Improvements will improve access by motorists in the eastern portion of the City.

Elm Partners will be responsible for preparing all plans and specifications necessary for the Road Improvements consistent with the terms of this Agreement, and shall further be responsible for constructing the Road Improvements at its expense. However, the City will be obligated to reimburse Elm Partners for upgrades and improvements desired and required by the City for a sum not to exceed \$150,000.

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#### **D. Fiscal Considerations**

The City will constitute a sum not to exceed \$150,000 towards the road improvements and for upgrades and additions required by City.

#### **E. Policy Issues**

Road construction and reimbursement agreements for Capital Improvement Projects are typical City functions.

#### **F. Legal Issues**

Reimbursement agreements for road improvement projects are permitted pursuant to NCGS 160A-499.

#### **G. Alternative Courses of Action and Recommendation**

1. **Adopt the Resolution. (Recommended)**
2. Amend the Resolution or Agreement prior to approval
3. Do not approve Resolution.

#### **ATTACHMENTS:**

##### **File Name**

- ❏ Resolution\_For\_Approval\_Of\_A\_Reimbursement\_Agreement\_For\_Construction\_of\_Road\_Improvements\_\_(Glen\_Afton\_Blvd)\_7-11-17.doc
- ❏ Agreement\_For\_Construction\_Of\_Road\_Improvements\_With\_Changes\_\_(City-Elm\_Partners\_2)\_5-25-17.doc
- ❏ proposed\_construction\_area-attachment\_to\_staff\_report.pdf



**CITY OF KANNAPOLIS**

**RESOLUTION FOR APPROVAL OF  
REIMBURSEMENT AGREEMENT FOR  
CONSTRUCTION OF ROAD IMPROVEMENTS**

WHEREAS, North Carolina General Statute Section 160A-499 permits the City of Kannapolis to enter into reimbursement agreements with private developers for the design and construction of municipal infrastructure, including streets, which serve a developer or property owner; and

WHEREAS, the City and Elm Partners 2, LLC, desire to execute a reimbursement agreement for the construction of road improvements ("Construction Agreement") for the northern extension of Glen Afton Boulevard at its intersection with Kannapolis Parkway; and

WHEREAS, by these presents, the City Council proposes to authorize the Construction Agreement for the Glen Afton northern extension, a copy of which in substantially final form being attached hereto, subject to the terms and conditions contained therein.

NOW THEREFORE, BE IT RESOLVED, that the Construction Agreement for Glen Afton road extension with Elm Partners 2, LLC, is hereby approved and adopted; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute the Construction Agreement on behalf of the City subject to the correction of clerical, typographical and other non-substantive changes or modifications as may be deemed necessary, desirable and consistent with the intent of this Resolution.

Adopted this 24th day of July, 2017.

\_\_\_\_\_  
Milton D. Hinnant, Mayor

ATTEST:

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk



STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

AGREEMENT FOR CONSTRUCTION  
OF ROAD IMPROVEMENTS

This AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF KANNAPOLIS, a North Carolina municipal corporation, hereinafter referred to as the "City," and ELM PARTNERS 2, LLC, a North Carolina limited liability company, hereinafter referred to as the "Developer" or "Owner", respectively (the "Parties").

Recitals

A. The Developer, or an affiliate entity, proposes the construction of an approximately two (2) acre commercial and retail development to be commonly referred to with the working name "Shops at Afton" (referred to herein as the "Project"), located on the north side of Kannapolis Parkway, a North Carolina Department of Transportation ("NCDOT") maintained roadway, at its intersection with Glen Afton Boulevard, in the City of Kannapolis, Cabarrus County, North Carolina. The Project will require the construction of certain road and signalization improvements to Kannapolis Parkway and the construction of a proposed new six-lane divided public street with related infrastructure improvements, which new construction shall be an extension of Glen Afton Boulevard across Kannapolis Parkway, all as shown on Exhibit A, which is attached hereto and incorporated herein for all purposes (collectively, the "Road Improvements").

B. Real property for the Road Improvements will be comprised of land from within the Project and land currently within City or NCDOT road right of way (the "City Land").

C. The Road Improvements will improve access by motorists in the eastern portion of the City. The Project will serve a public interest by increasing the Kannapolis tax base, creating new jobs, expanding investment in the City and promoting the City economy.

D. To further develop the Project, enhance its value, serve the existing property owners and businesses and the general public interests, the parties hereto have agreed to construct the Road Improvements for public use in accordance with this Agreement.

E. The City Council for City is authorized to make appropriations for the purpose of compensating private developers for constructing streets and other infrastructures included in the City's Capital Improvement Plan.

F. Developer desires to construct the Road Improvements in accordance with existing City standard public road specifications and requirements and otherwise comply with all City regulations and ordinances as to construction of municipal roads.

G. The Developer shall be responsible for preparing all plans and specifications necessary for the Road Improvements consistent with the terms of this Agreement, and shall further be responsible for constructing the Road Improvements at its expense (but subject to the reimbursement provisions set forth in this Agreement) in accordance with the Final Plans (as defined herein) and this Agreement in accordance with North Carolina General Statutes Section 160A-499.



NOW THEREFORE, for valuable consideration and in consideration of the mutual promises, covenants and conditions herein contained and imposed, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties have and do hereby agree as follows:

### Agreement

1. Recitals. The Recitals are hereby incorporated herein as a part of this Agreement.
2. Road Design and Engineering. At Developer's cost, the Developer shall cause preliminary plans and specifications for the Road Improvements to be completed based upon discussions with the City and NCDOT as to the proposed improvements, including but not limited to curb cuts, driveways, traffic signalization, intersections, storm water systems, new public utilities, relocation of existing public utilities, erosion control and other roadway improvements at the Project location along Kannapolis Parkway and the Road Improvements and in accordance with the requirements of this Agreement.
  - 2.1 Developer, its engineer or its contractor shall commence the design and engineering process for preliminary plans and specifications ("Preliminary Plans") for the Road Improvements described in this Agreement promptly upon the later of (i) the execution of this Agreement by both parties, or (ii) the receipt of written notification by the City that (a) the funds to reimburse Developer for the construction of the Road Improvements have been approved, and (b) the City is authorized by NCDOT to proceed (items (i) and (ii) being collectively referred to herein as "Authorization"). The Preliminary Plans shall be completed within thirty (30) days after Authorization and shall include a proposed schedule (the "Schedule") and a proposed budget (the "Budget") for the completion of the Project.
  - 2.2 Once the Preliminary Plans have been prepared, the Developer shall provide copies of the Preliminary Plans to the City and NCDOT for review, comment and approval, with such comment or approval to be provided within thirty (30) business days of submittal (and if no such comment or approval is received within said 30 day time period, the Preliminary Plans shall be deemed approved). Once the Developer has received comments and approval from the City and NCDOT, the Preliminary Plans become the final plans (the "Final Plans") for the construction of the Road Improvements.
3. Construction of Road Improvements. The Developer agrees, subject to the terms, conditions and limitations contained in this Agreement, to furnish or cause to be furnished all labor, materials, equipment, tools and services and permits necessary to construct and complete the Road Improvements in a workmanlike manner and in accordance with the Final Plans, the Schedule and this Agreement.
  - 3.1 Developer agrees to construct such Road Improvements in substantial compliance with all design and construction requirements of the State of North Carolina, NCDOT, and all minimum requirements of Cabarrus County and City relating to the design, engineering, location, construction and acceptance of the Road Improvements, and all requirements of all applicable Cabarrus County and City codes, regulations and the Final Plans. Developer shall comply with the



building requirements pursuant to North Carolina General Statutes Sections 143-128.2 and 143-29.

- 3.2 Developer or its contractor, shall commence the construction process for the Road Improvements within thirty (30) days upon receipt of a written notice to proceed from the City. After commencement, Developer shall proceed diligently and continuously with such construction until the proposed Road Improvements have been completed and approved by all governmental entities having authority within the jurisdiction. Construction of the Road Improvements shall be completed by July 31, 2018, subject to weather delays or other construction delays beyond Developer's control.
- 3.3 The Parties agree that the dedication for public use of all necessary rights-of-way and general drainage and utility easements that are within the ownership or control of the Developer or its successors and assigns shall be a condition precedent to any obligation of the City to perform all or any portion of the terms and conditions contained herein.
- 3.4 The installation of said Road Improvements shall be subject to the inspection and supervision of the City and NCDOT. After approval and final acceptance by the City Director of Public Works, the Road Improvements shall be dedicated or conveyed to the City by dedication deed (the "Deed"), and the City shall thereafter repair and maintain the same, except for defects in workmanship or materials appearing within one (1) year after such approval and final acceptance, or as a result of noncompliance with the Final Plans, appearing within one (1) year after such approval and acceptance. Any repair or replacement resulting from defects in workmanship or materials appearing within one (1) year after such approval and final acceptance, or as a result of noncompliance with the Final Plans, appearing within one (1) year after such approval and acceptance, shall be the responsibility of Developer and shall be performed to the satisfaction of City at the sole expense of Developer.
- 3.5 Upon completion and final acceptance thereof by City, and the filing of the Deed, the Road Improvements and all utility systems and all other appurtenances used in connection with said installation, shall thereupon and thereafter be part of the City roadway system.
- 3.6 During construction of the Road Improvements, Developer shall provide and maintain adequate signage and other warning devices in accordance with approved traffic control pursuant to the latest edition of the North Carolina Manual on Uniform Traffic Control Devices for Streets and Highways.
- 3.7 The construction area shall be stabilized and restored by Developer in accordance with NCDENR Erosion and Sedimentation Control Standards.
- 3.8 Upon completion of the installation of the Road Improvements, Developer shall provide notice of substantial completion thereof and submit "as built" drawings of the Road Improvements to the City prior to the final acceptance thereof by the City.



- 3.9 Developer warrants that upon completion of construction of the Road Improvements, the same will be free and clear of all claims or encumbrances of any person whatsoever.
- 3.10 Any proposed deviations from the Final Plans shall be reduced to writing in the form of a change order to be approved and signed by Developer and the City Director of Public Works.
- 3.11 Developer and City further agree that the City shall be kept informed of the status of and progress on the Road Improvement project through monthly meetings and City will be notified of the date, time and place of all other material project meetings and may attend such meetings.
- 3.12 The City hereby grants Developer all necessary rights and easements to construct a portion of the Road Improvements on the City Land.
4. Intentionally Deleted.
5. Expenditures of Road Improvements. Upon satisfactory certification to the City Director of Public Works that the Road Improvements are substantially completed, City shall pay to Developer for the Road Improvements a cash sum of \$150,000.00 as reimbursement for constructing infrastructure included on the City Capital Improvement Plan payable within thirty (30) days following receipt.
6. Dedication of Right of Way. The Developer, pursuant to the terms and conditions of the Deed, will dedicate, without cost to City, all necessary land within the boundaries of the Project for the Road Improvements.
7. Default. The failure of either Party to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Party to pursue such remedies as allowed under applicable law, provided, however, that no default under this Agreement may be declared by any Party absent its giving written notice ("Default Notice") specifying the applicable default to the defaulting Party and providing a reasonable opportunity to cure as follows: (i) in the case of a monetary default, the defaulting party shall have five (5) days after the date the non-defaulting party delivers the Default Notice to cure the specified default, and (ii) in the case of a non-monetary default, the defaulting party shall have 60 days after the date the non-defaulting party delivers the Default Notice to cure the specified default, unless the default by its nature, cannot reasonably be cured within such 60-day period, in which case the defaulting party shall have such additional time as may be reasonably necessary to cure such non-monetary default, so long as it commences such curative measures within such 60-day period and thereafter proceeds diligently to complete the cure.
8. Hold Harmless. Developer does hereby hold City, its officers, agents, employees, consultants, counsel and representatives, harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operation of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relates to the Project. Developer agrees to pay all reasonable costs for the defense of City and its officers,



agents, employees, consultants, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project. This hold harmless Agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered or alleged to have been suffered by reason of the events referred to in this paragraph. City may make all reasonable decisions with respect to its representation in any legal proceeding.

9. Insurance. The Developer shall procure and maintain broad form comprehensive general liability insurance and comprehensive automobile liability insurance with coverage as listed below in amounts not less than shown below. The City shall be named an additional insured on this insurance with respect to all claims arising out of the activities being assisted under this Agreement. Prior to execution of this Agreement, Developer shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required as follows:

9.1 Comprehensive General ..... \$1,000,000 combined single:  
(Public) Liability limit for bodily injury  
(other than automobile) and property damage.  
Including:  
(1) Premises/Operations  
(2) Products/Completed Operations  
(3) Independent Contractors  
(4) Personal Injury

9.2 Automobile, Bodily Injury ..... \$1,000,000 combined single  
and Property Damage limit for bodily injury  
Liability and property damage  
Including:  
(1) Owned/Leased Automobiles  
(2) Non-Owned Automobiles  
(3) Hired Automobiles

- 9.3 Performance and payment bonds in an amount no less than the Budget amount as security for the faithful performance and payment of Developer obligations issued by an insurer licensed to do business in the State of North Carolina and in accordance with City policies

10. Notices. Except as otherwise provided herein, any notice, approval, acceptance, request, bill, demand, or statement from either Party to the other shall be in writing and shall be deemed to have been given when either delivered personally or by a national overnight delivery carrier, addressed to the other Party. Either Party may at any time change such address by delivering or mailing to the other Party a notice stating the changed address. The addresses of the City and Developer are as follows:

City:

City Manager  
City of Kannapolis  
401 Laureate Way  
Kannapolis, North Carolina 28081

Developer:

Elm Partners 2, LLC  
313 S. Main Street #100  
Kannapolis, North Carolina 28081  
Attn: Rick Meeks



11. Additional Covenants and Conditions.

- 11.1 No Other Obligations Created. Developer and the City agree that the City assumes no obligation or liability for the payment of any costs in connection with the Road Improvements, except as set forth in this Agreement.
- 11.2 Access for Adjoining Property Owners. Property owners who currently have access to Kannapolis Parkway by and over Quebec Court shall be provided reasonable and continuing access during construction of the Road Improvements.
- 11.3 Termination. The parties may terminate this Agreement only by mutual written consent or in the event of a default of any obligation pursuant to paragraph 7 herein (which default is not cured within any prescribed cure periods).
- 11.4 Third Party Beneficiary. The promises, covenants and agreements of the Parties to this Agreement shall not extend to third parties, who shall have no right to rely thereon.
- 11.5 Binding Effect. The obligations of this Agreement shall be binding upon the benefits hereunder and shall insure to the Parties hereto, their respective successors and assigns.
- 11.6 Applicable Law. This Agreement shall be interpreted and enforced in accordance with the statutory and case law of the State of North Carolina.
- 11.7 Entire Agreement. This Agreement contains the entire agreement between the Parties. Any prior or contemporaneous oral or written agreements are merged into this Agreement. No amendment to this Agreement shall be effective, unless such amendment is reduced to a written agreement signed by the parties hereto.
- 11.8 Non-Waiver. No waiver of any breach or breaches of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of any such provision or of any other provision hereof
- 11.9 Non-Assignment. No party to this Agreement may assign or transfer any of its rights or obligations under this Agreement without the express written consent of the other Party. Any attempt at any such assignment or transfer shall be utterly null and void.
- 11.10 Integration. This Agreement sets forth and incorporated by reference all of the agreements, conditions and understandings between the Parties relative to the matters expressed herein.
- 11.11 E-Verify. For agreements that include construction or services, employers and their subcontractors with 25 or more employees in North



Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the City. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. By executing this Contract, Contractor certifies that Contractor complies with the requirements of the E-Verify program.

11.12 Iran Divestment Act Certification. By executing this Contract, Contractor certifies that Contractor is not listed on the Iran Final Divestment List (“List”) created by the State Treasurer pursuant to N.C.G.S. 147-86.55 *et seq*, the Iran Divestment Act (“Act”). In compliance with the Act’s requirement, Contractor shall not utilize in the performance of this Agreement any subcontractor that is identified on the List. The List can be found on the State Treasurer’s website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated at least every 180 days.

11.13 Multiple Counterparts. This Agreement is executed in multiple counterparts, each of which shall be deemed an original.

12. Contractual Relationship. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. It is specifically understood by the Parties that: (a) the Project is a private development; and (b) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Project unless the City accepts the improvements pursuant to the provisions of this Agreement or in connection with any applicable development map approval.

[THE REMAINING PORTION OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]



IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed under seal as of the day and year first above written.

CITY OF KANNAPOLIS

By: \_\_\_\_\_  
Michael B. Legg  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Municipal Finance Officer

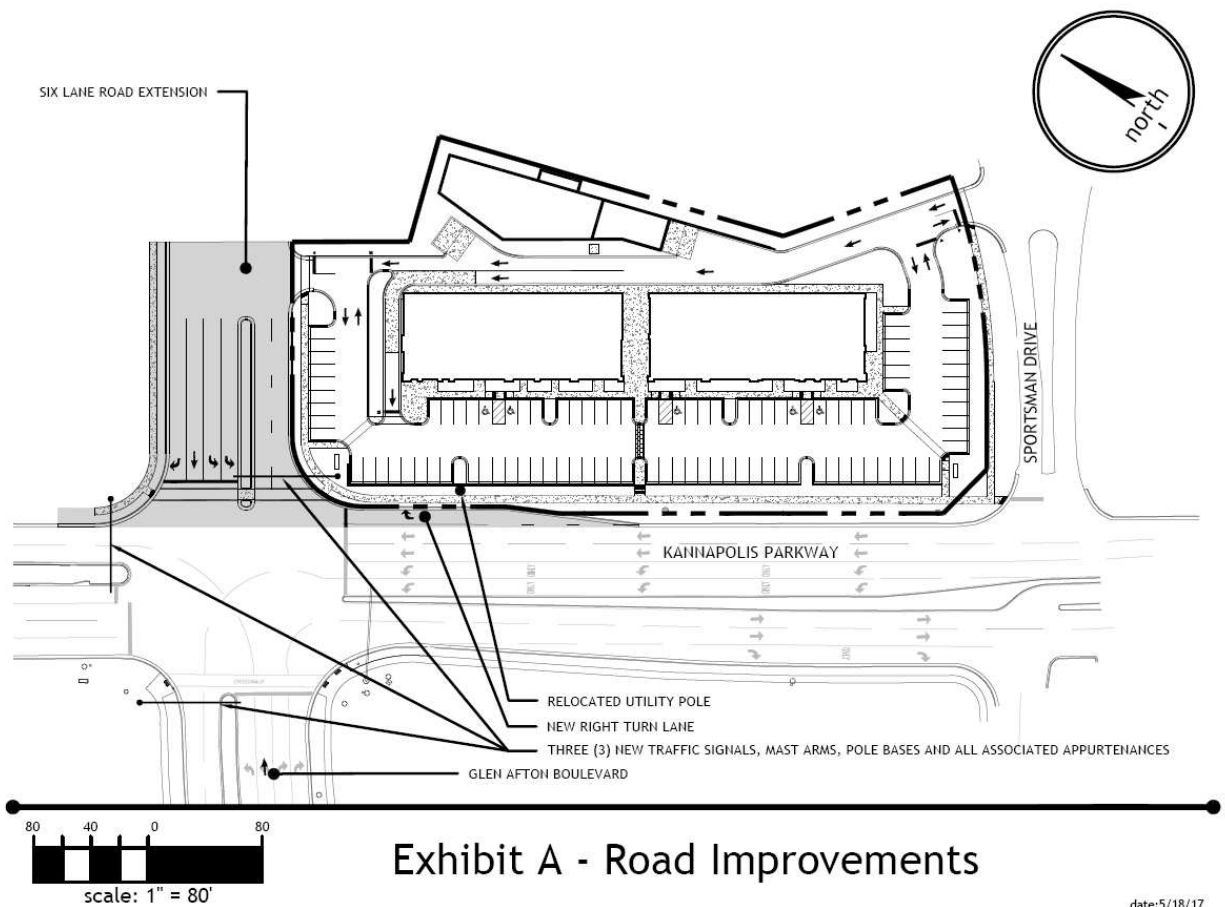
Federal Tax Identification No: \_\_\_\_\_

ELM PARTNERS 2, LLC,  
A North Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**





## EXHIBIT A

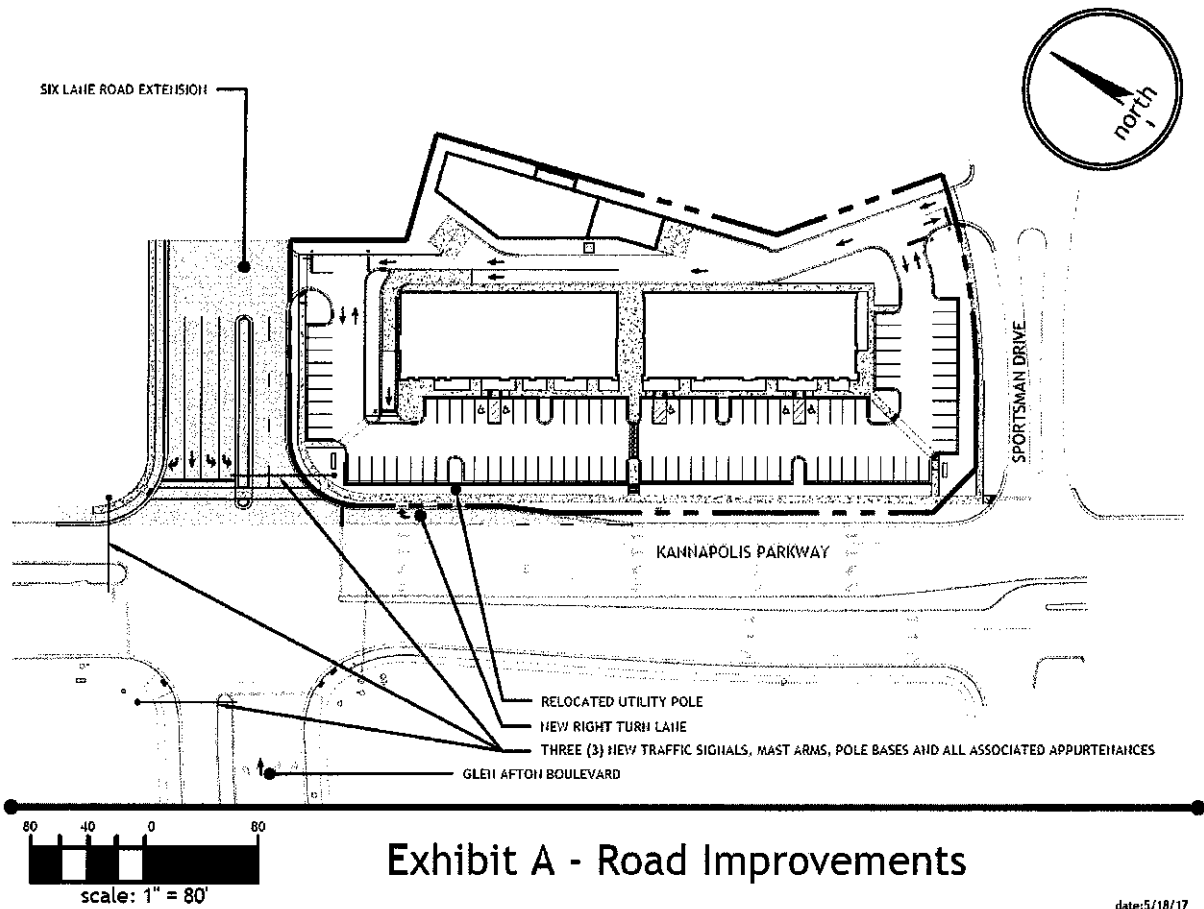


Exhibit A - Road Improvements

date: 5/18/17





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Public Hearing for Text Amendment TA 2017-04 - Articles 8 Off-Street Parking and Private Driveway Standards, Article 10 Street Improvement Standards, and Article 11 Site Design Standards, of the Unified Development Ordinance (UDO)

**A. Action Requested by City Council**

1. Hold Public Hearing for Case #TA 2017-04;
2. Motion to adopt a *Statement of Consistency* for Case #TA 2017-04;
3. Adopt an *Ordinance to Amend Text of UDO for Case #TA 2017-04*, as recommended by Planning and Zoning Commission.

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Article 3.8 of the UDO addresses the procedure for processing amendments to the text of the ordinance. Per Section 3.8.2, "*Any person, board, department, or commission may apply for a change in zoning ordinance text*". The proposed text amendments were initiated by the Planning Department in order to provide the development community with clear expectations of street, curb, gutter, and sidewalk improvements that will be required for developments and minor plats.

Currently the UDO includes requirements for most development projects and the subdivision of land to provide curb and gutter, sidewalk, and to dedicate any required right-of-way to the City. These requirements for improvements are broad and delegate approval for such improvements to the Director of Public Works. The current standards (based on future street cross sections and if adjacent properties have curb and gutter and sidewalk), are not known by a developer prior to submitting an application for development. This uncertainty prior to submitting a development application can cause unexpected delays and expenses during the development review and approval process.

In order to address the uncertainty of what level of improvements are required for a development



project, the Public Works Director has adopted a policy that clearly states what improvements are required for a development based upon the existing conditions of the adjacent right-of-way as well as planned improvements by NCDOT or the City. At a minimum, the applicant shall dedicate the needed right-of-way for the street classification designated by the City or NCDOT.

The proposed text amendments state that new development and minor subdivisions shall be required to provide right-of-way improvements as required by the policy on file with the Public Works Director. The amendment includes several sections of the UDO which address required street and sidewalk improvements for multi-family and non-residential projects (Article 8), subdivisions (Article 10), multi-family and superstores/shopping centers (Article 11). This amendment also updates the title of the Public Works Director, removing references with the non-existent Director of Transportation and replacing with Public Works Director.

**At their June 7, 2017 meeting, the Planning and Zoning Commission unanimously recommended approval of the proposed text amendments.**

#### **D. Fiscal Considerations**

None

#### **E. Policy Issues**

The proposed text amendments to the UDO for Article 8, Article 10, and Article 11 are shown in the attached Ordinance to Amend Text of UDO

#### **F. Legal Issues**

None

#### **G. Alternative Courses of Action and Recommendation**

Planning staff concurs with the recommendation of the Planning and Zoning Commission and recommends approval of the proposed text amendments to Article 8, Section 8.1.2.K; Article 10, Section 10.1.2.2 and Section 10.1.2.3; and Article 11, Section 11.2.7.2 and Section 11.3.4.1.1 of the UDO as presented. The City Council may choose to either approve, or deny the text amendment as presented. City Council may also add, delete, or change any of the language as proposed.

**The following actions are required for approval of Case #TA 2017-04**

1. Consider Resolution to Adopt a Statement of Consistency for Case #TA 2017-04
2. Consider Ordinance to Amend Text of UDO, Article 8, Section 8.1.2.K; Article 10, Section 10.1.2.2 and Section 10.1.2.3; and Article 11, Section 11.2.7.2 and Section 11.3.4.1.1, for Case # 2017-04 as recommended by the Planning and Zoning Commission.

**The following actions are required to recommend denial of TA 2017-04**

1. Consider Resolution to not Adopt a Statement of Consistency for TA-2017-04
2. Consider motion to deny TA-2017-04



**ATTACHMENTS:**

**File Name**

- ▣ Application.pdf
- ▣ City\_Council\_Public\_Notice\_for\_July\_24.pdf
- ▣ TA-2017-04\_CC\_Resolution\_for\_Statement\_of\_Consistency.pdf
- ▣ Ordinance\_to\_amend\_text\_of\_UDO\_-\_TA\_2017-04\_v.1.pdf





**Planning and Zoning Commission and Board of Adjustment**  
**General Application Form**  
*(Not for Site Plan Review Submittals)*

Type of Action Requested (Check One):

Variance _____	SIA Application _____
Conditional Use Permit _____	Nonconformity Adjustment _____
Subdivision Exception _____	Watershed Boundary Modification _____
Zoning Text Amendment <u>X</u> _____	Zoning Map Amendment _____
Appeal _____	Conditional Zoning Map Amendment _____

Applicant: City of Kannapolis Planning Dept. Owner: \_\_\_\_\_

Address: 401 Laureate Way Address: \_\_\_\_\_

Telephone: 704-920-4350 Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Legal relationship of applicant to property owner: \_\_\_\_\_

Property Location/Address: \_\_\_\_\_

Tax Parcel Number: \_\_\_\_\_ Zoning District: \_\_\_\_\_ Acreage of Site: \_\_\_\_\_

Zachary D. Gordon \_\_\_\_\_  
Applicant Name (Print) Property Owner Name (Print)

 6-1-17 \_\_\_\_\_  
Applicant Signature & Date Property Owner Signature & Date

***The agenda deadline is the first day of the month preceding the month of the meeting. To be considered for placement on the next meeting agenda, the signed application, application fee, and five (5) copies of any required site plans for staff review must be submitted by the deadline. However, to remain on the next meeting agenda, fifteen (15) copies of such plans, determined by staff to conform to all ordinance standards, must be submitted at least ten (10) days before the meeting date. All fees are nonrefundable and help to cover administrative and notification costs.***

For Staff Use Only:

Filing Fee: \_\_\_\_\_ Receipt # \_\_\_\_\_

Application No.: \_\_\_\_\_ Date Submitted (Complete): \_\_\_\_\_





## CITY OF KANNAPOLIS

### AN APPLICATION TO AMEND THE TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE

I Zachary D. Gordon, hereby make application for an amendment to the following section(s) of the Unified Development Ordinance:

Section 8.1.2.K, Section 10.1.2.2, 10.1.2.3, Section 11.2.7.2 and 11.3.4.1.1

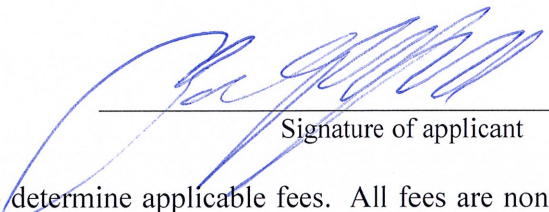
In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

See Attached

---

State your reasons for amending the text of the Ordinance:

See Attached Staff Report



---

Signature of applicant

**Fee:** Please refer to fee schedule to determine applicable fees. All fees are nonrefundable and help to cover administrative and notification costs.

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**STAFF USE ONLY**

Scheduled Planning Commission meeting date: June 7, 2017

Dates advertised in newspaper: May 26, 2017 and June 2, 2017

**Planning Commission recommendation:** \_\_\_\_\_

**Recommended changes to proposed text:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

Dates advertised in newspaper: \_\_\_\_\_ and \_\_\_\_\_

**City Council Decision:** \_\_\_\_\_

**Changes to proposed text:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date written notice of final decision sent to applicant: \_\_\_\_\_





**NOTICE OF PUBLIC HEARING  
Kannapolis City Hall  
401 Laureate Way, Kannapolis, NC**

**City Council Meeting  
Monday, July 24, 2017 at 6:00 pm**

**Public Hearing Notice - Zoning Text Amendment – TA-2017-04 - Public Hearing to consider text amendments to the following sections of the Unified Development Ordinance:** (1) Article 8 Off-Street Parking and Private Driveway Standards, Section 8.1 General Standards, Section 8.1.2 General Design Standards, Section 8.1.2.K. Upfit to existing Public Street Required; (2) Article 10 Street Improvement Standards, Section 10.1.2 Public Streets, Sections 10.1.2.2 and 10.1.2.3; (3) Article 11 Site Design Standards, Section 11.2 Multi-Family Residential Design Standards, Section 11.2.7 Pedestrian Facilities, Section 11.2.7.2; and (4) Article 11 Site Design Standards, Section 11.3 Standards for Shopping Centers and Superstores, Section 11.3.4 Pedestrian Circulation, Section 11.3.4.1.1, concerning street, curb and gutter, and sidewalk improvement requirements for development and minor plats.

**Public Hearing Notice – Zoning Text Amendment – TA-2017-05 – Public Hearing to consider a text amendments to the following sections of the Unified Development Ordinance: Table 8.3-2, regarding Center City parking dimensions; and Section 8.3.2.B. regarding compact car parking.**

If you have questions or concerns regarding this case, please contact the City of Kannapolis Planning Department at 704-920-4350.

Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number for the Deaf (1-800-735-8262). The meeting facility is accessible to people with disabilities. To request special accommodations in advance, contact the City's ADA Coordinator at 704-920-4302 or email [tcline@kannapolisnc.gov](mailto:tcline@kannapolisnc.gov).





**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY  
FOR TEXT AMENDMENT  
CASE #TA-2017-04**

**WHEREAS**, Section 160A-383 (2013) of the North Carolina General Statutes specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

**WHEREAS**, the Kannapolis City Council considers the text amendments to Article 8 Off-Street Parking and Private Driveway Standards, Section 8.1 General Standards, Section 8.1.2 General Design Standards, Section 8.1.2.K. Upfit to existing Public Street Required; (2) Article 10 Street Improvement Standards, Section 10.1.2 Public Streets, Sections 10.1.2.2 and 10.1.2.3; (3) Article 11 Site Design Standards, Section 11.2 Multi-Family Residential Design Standards, Section 11.2.7 Pedestrian Facilities, Section 11.2.7.2; and (4) Article 11 Site Design Standards, Section 11.3 Standards for Shopping Centers and Superstores, and Section 11.3.4 Pedestrian Circulation, Section 11.3.4.1.1, of the Unified Development Ordinance, concerning street, curb and gutter, and sidewalk improvement requirements for development and minor plats to be consistent with the City of Kannapolis 2015 Land Use Plan, reasonable and in the public interest because they will provide the development community with clear expectations of street, curb, gutter, and sidewalk improvements that will be required; and

**WHEREAS**, the City Council conducted a Public Hearing on July 24, 2017 for consideration of text amendment case TA-2017-04 as submitted by the Planning Department staff;

**NOW, THEREFORE BE IT RESOLVED** that the City Council finds the text amendment as represented in Case TA-2017-04 to be in the public interest, reasonable and consistent with the 2015 City of Kannapolis Land Use Plan adopted by the City Council, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

**ADOPTED this the 24<sup>th</sup> day of July, 2017;**

---

Milton D. Hinnant, Mayor

**ATTEST:**

---

Bridgette Bell, MMC, NCCMC  
City Clerk





**AN ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE,  
ARTICLE 8, SECTION 8.1.2.K; ARTICLE 10, SECTION 10.1.2.2 AND SECTION 10.1.2.3; AND  
ARTICLE 11, SECTION 11.2.7.2 and SECTION 11.3.4.1.1  
CASE # TA 2017-04**

**WHEREAS**, per Section 3.8 of the Kannapolis Unified Development Ordinance (“UDO”), the City Council has final authority on zoning text amendments; and

**WHEREAS**, per Section 3.8 of the UDO, the Planning and Zoning Commission, at its regular meeting on June 7, 2017, recommended approval of text amendments for Case #TA 2017-04 by a unanimous vote; and

**WHEREAS**, City Council conducted a public hearing to consider these amendments as follows: (1) Article 8 Off-Street Parking and Private Driveway Standards, Section 8.1 General Standards, Section 8.1.2 General Design Standards, Section 8.1.2.K. Upfit to existing Public Street Required; (2) Article 10 Street Improvement Standards, Section 10.1.2 Public Streets, Sections 10.1.2.2 and 10.1.2.3; (3) Article 11 Site Design Standards, Section 11.2 Multi-Family Residential Design Standards, Section 11.2.7 Pedestrian Facilities, Section 11.2.7.2; and (4) Article 11 Site Design Standards, Section 11.3 Standards for Shopping Centers and Superstores, and Section 11.3.4 Pedestrian Circulation, Section 11.3.4.1.1 of the UDO on July 24, 2017; and

**WHEREAS**, the proposed amendments are consistent with the goals and policies of the *City of Kannapolis 2015 Land Use Plan*, reasonable and in the public interest;

**NOW, THEREFORE, BE IT ORDAINED**, by the Kannapolis City Council that (1) Article 8 Off-Street Parking and Private Driveway Standards, Section 8.1 General Standards, Section 8.1.2 General Design Standards, Section 8.1.2.K. Upfit to existing Public Street Required; (2) Article 10 Street Improvement Standards, Section 10.1.2 Public Streets, Sections 10.1.2.2 and 10.1.2.3; (3) Article 11 Site Design Standards, Section 11.2 Multi-Family Residential Design Standards, Section 11.2.7 Pedestrian Facilities, Section 11.2.7.2; and (4) Article 11 Site Design Standards, Section 11.3 Standards for Shopping Centers and Superstores, Section 11.3.4 Pedestrian Circulation, Section 11.3.4.1.1 be amended as follows:

**The proposed text amendments to the UDO for Article 8, Article 10 and Article 11 are shown as underline additions below and ~~strikethroughs~~ as deletions.**

**ARTICLE 8 OFF-STREET PARKING AND PRIVATE DRIVEWAY STANDARDS**

**8.1. GENERAL STANDARDS.**

**8.1.2. GENERAL DESIGN STANDARDS**

**K. Upfit to existing Public Streets Required.**

New multi-family and non-residential projects shall be required to provide curb and gutter and sidewalks\* to adjacent public streets which provide access to the development, in accordance with



the policy on file in the office of the Public Works Director, except as where approved for an exception per Section C.1.8 Sidewalk, Curb, and Gutter Exception. Such improvements may be subject to road widening and other related improvements. Road widening, sidewalks, curb and guttering, utility relocations, and all other related improvements shall be the responsibility of the developer and/or owner. Additional right-of-way dedication may be required, as deemed necessary, to accomplish future road improvements as determined by the City of Kannapolis Public Works Director. Design standards shall be subject to review and approval by the Public Works Director. Design standards for pedestrian upfits to state maintained roads shall be subject to review and approval by the Public Works Director and the N.C. Department of Transportation.

\*Note that sidewalks shall not be required for development located in the I-1 and/or I-2 zoning districts. However, this shall not prohibit the requirement for other roadway improvements (such as curb and gutter or additional right-of-way).

## **ARTICLE 10 STREET IMPROVEMENT STANDARDS**

### **10.1. STREET IMPROVEMENT STANDARDS.**

#### **10.1.2. PUBLIC STREETS.**

**10.1.2.2.** Pursuant to NCGS § 136-66.2, where a proposed subdivision abuts an existing street or roadway included in the City or North Carolina Department of Transportation street system, the applicant shall be required to dedicate right-of-way as deemed necessary to accomplish future road improvements ~~as determined in accordance with by the City of Kannapolis Director of Transportation~~ policy on file in the office of the Public Works Director.

**10.1.2.3.** Where a subdivision abuts an existing street or roadway included in the City or North Carolina Department of Transportation street system and, where permitted, is designed to utilize such street for frontage and direct access, the subdivider shall be required to improve such street in accordance with the ~~design requirements of this Section or, if the street is on the State Highway System, the adopted regulations of the North Carolina Department of Transportation~~ policy on file in the office of the Public Works Director.

## **ARTICLE 11 SITE DESIGN STANDARDS**

### **11.2. MULTI-FAMILY RESIDENTIAL DESIGN STANDARDS.**

#### **11.2.7. PEDESTRIAN FACILITIES.**

**11.2.7.2.** Sidewalks, in combination with curb and gutter, shall be required adjacent to all public streets which provide access to the development; in accordance with the policy on file in the office of the Public Works Director. Such improvements may be subject to road widening and other related improvements. Road widening, sidewalks, curb and guttering, utility relocations, and all other related improvements shall be the responsibility of the developer and/or owner. Design standards shall be subject to review and approval by the City of Kannapolis ~~Director of Transportation~~ Public Works Director. Design standards for pedestrian upfits to state maintained roads shall be subject to review and approval by the City of Kannapolis ~~Director of Transportation~~ Public Works Director and the NC Department of Transportation.

### **11.3. STANDARDS FOR SHOPPING CENTERS AND SUPERSTORES.**

#### **11.3.4. PEDESTRIAN CIRCULATION.**

**11.3.4.1.1** Sidewalks, in combination with curb and gutter, shall be required adjacent to all public streets which provide access to the development; in accordance with the policy on file in the office



of the Public Works Director. Such improvements may be subject to road widening and other related improvements. Road widening, sidewalks, curb and guttering, utility relocations, and all other related improvements shall be the responsibility of the developer and/or owner. Design standards shall be subject to review and approval by the City of Kannapolis ~~Director of Transportation~~ Public Works Director. Design standards for pedestrian upfits to state maintained roads shall be subject to review and approval by the City of Kannapolis ~~Director of Transportation~~ Public Works Director and the NC Department of Transportation.

**ADOPTED this the 24<sup>th</sup> day of July, 2017.**

\_\_\_\_\_  
Milton D. Hinnant, Mayor

**ATTEST:**

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk





**City of Kannapolis  
City Council Meeting  
July 24, 2017  
Staff Report**

**TO:** Mayor and City Council  
**FROM:** Zachary D. Gordon, AICP, Planning Director  
**TITLE:** Public Hearing for Text Amendment TA 2017-05 - Table 8.3-2, Parking ARea Dimensional Standareds, and Section 8.3.2.B, Compact Car Spaces of the Unified Development Ordinance (UDO)

**A. Action Requested by City Council**

- 1. Hold Public Hearing for Case #TA 2017-05;**
- 2. Motion to adopt a *Statement of Consistency* for Case #TA 2017-05;**
- 3. Adopt an *Ordinance to Amend Text of UDO for Case #TA 2017-05*, as recommended by Planning and Zoning Commission.**

**B. Required Votes to Pass Required Action**

Majority present at meeting

**C. Background**

Article 3.8 of the UDO addresses the procedures for processing amendments to the text of the ordinance. Per Section 3.8.2, “*Any person, board, department, or commission may apply for a change in zoning ordinance text*”. The proposed text amendment was initiated by the Planning Department in order to address the need for greater flexibility in the application of parking standards and to modernize the City’s parking regulations with commonly accepted practices for parking space dimensions and use of compact car parking spaces.

Currently the UDO requires a minimum width of 9 feet for all off-street parking spaces. The proposed amendment to Table 8.3-2 would allow a minimum width of 8.5 feet within parking structures in the CC (Center City) district. The UDO already exempts most parcels in the CC district from minimum parking requirements in order to promote pedestrian friendly development. While 9 feet wide spaces are the most common standard in the United States, several North Carolina communities, including Charlotte, Huntersville, and Carrboro allow for spaces 8.5 feet wide throughout their communities and in all cases. The proposed amendment would limit the reduced width to only the CC district and only in parking structures.

The proposed amendment to Section 8.3.2.B would modernize the City’s compact parking standards. Currently the UDO limits the allowance of compact parking to shopping centers and



superstores over 25,000 square feet and no more than 20 percent of the overall required parking. The proposed amendment would eliminate the use limitation and keep the 20 percent cap. The City of Concord has removed the use limitation from their ordinance, capping the number of spaces at 20 percent, for parking lots of 100 spaces or more. The American Planning Association's model code for compact parking includes a percent cap, but does not include any use standards. This proposed amendment would better reflect the current development trend away from larger shopping centers to smaller neighborhood commercial centers.

**At their July 12, 2017 meeting, the Planning and Zoning Commission unanimously recommended approval of the proposed text amendments.**

#### **D. Fiscal Considerations**

None

#### **E. Policy Issues**

The proposed text amendments to the UDO for Table 8.3-2, Parking Area Dimensional Standards, and Section 8.3.2.B, Compact Car Spaces, are shown as in the attached Ordinance to Amend Text.

#### **F. Legal Issues**

None

#### **G. Alternative Courses of Action and Recommendation**

Planning staff concurs with the recommendation of the Planning and Zoning Commission and recommends approval of the proposed text amendments to Table 8.3-2, Parking Area Dimensional Standards, and Section 8.3.2.B, Compact Car Spaces, as presented. The City Council may choose to either approve, or deny the text amendment as presented. City Council may also add, delete, or change any of the language as proposed.

**The following actions are required for approval of Case #TA 2017-05**

1. Consider Resolution to Adopt a Statement of Consistency for Case #TA 2017-05
2. Consider Ordinance to Amend Text of UDO, Table 8.3-2, Parking Area Dimensional Standards, and Section 8.3.2.B, Compact Car Spaces, for Case # 2017-05 as recommended by the Planning and Zoning Commission.

**The following actions are required to recommend denial of Case #TA 2017-05**

1. Consider Resolution to not Adopt a Statement of Consistency for Case #TA-2017-05
2. Consider motion to deny Case # TA-2017-05

#### **ATTACHMENTS:**

##### **File Name**

- ❑ Application\_for\_Zoning\_Text\_Amendment.pdf
- ❑ City\_Council\_Public\_Notice\_for\_July\_24.pdf
- ❑ TA-2017-05\_CC\_Resolution\_for\_Statement\_of\_Consistency.pdf



Ordinance\_to\_amend\_text\_of\_UDO\_-\_TA\_2017-05.pdf





**Planning and Zoning Commission and Board of Adjustment**  
**General Application Form**  
(Not for Site Plan Review Submittals)

Type of Action Requested (Check One):

Variance	_____	SIA Application	_____
Conditional Use Permit	_____	Nonconformity Adjustment	_____
Subdivision Exception	_____	Watershed Boundary Modification	_____
Zoning Text Amendment	<input checked="" type="checkbox"/>	Zoning Map Amendment	_____
Appeal	_____	Conditional Zoning Map Amendment	_____

Applicant: City of Kannapolis - Planning Dept. Owner: \_\_\_\_\_

Address: 401 Laureate Way Address: \_\_\_\_\_  
Kannapolis, NC 28081

Telephone: 704-920-4350 Telephone: \_\_\_\_\_

Email: zgordon@kannapolisnc.gov Email: \_\_\_\_\_

Legal relationship of applicant to property owner: \_\_\_\_\_

Property Location/Address: \_\_\_\_\_

Tax Parcel Number: \_\_\_\_\_ Zoning District: \_\_\_\_\_ Acreage of Site: \_\_\_\_\_

Zachary D. Gordon  
Applicant Name (Print) \_\_\_\_\_ Property Owner Name (Print) \_\_\_\_\_

 6-29-17  
Applicant Signature & Date \_\_\_\_\_ Property Owner Signature & Date \_\_\_\_\_

***The agenda deadline is the first day of the month preceding the month of the meeting. To be considered for placement on the next meeting agenda, the signed application, application fee, and five (5) copies of any required site plans for staff review must be submitted by the deadline. However, to remain on the next meeting agenda, fifteen (15) copies of such plans, determined by staff to conform to all ordinance standards, must be submitted at least ten (10) days before the meeting date. All fees are nonrefundable and help to cover administrative and notification costs.***

For Staff Use Only:

Filing Fee: \_\_\_\_\_ Receipt # \_\_\_\_\_

Application No.: TA-2017-05 Date Submitted (Complete): \_\_\_\_\_





## CITY OF KANNAPOLIS

### AN APPLICATION TO AMEND THE TEXT OF THE UNIFIED DEVELOPMENT ORDINANCE

I Zachary D. Gordon, hereby make application for an amendment to the following section(s) of the Unified Development Ordinance:

Table 8.3-2 and Section 8.3.2.B

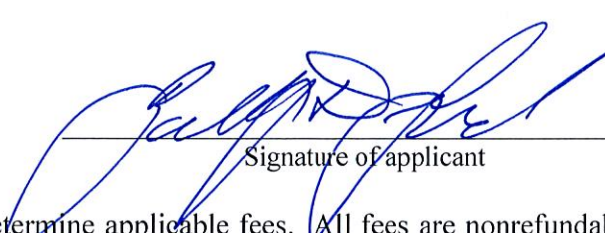
In the space provided below, or on a separate sheet, present your requested text for the Ordinance provisions in question:

See attached text

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State your reasons for amending the text of the Ordinance:

Reduce the width of parking spaces in parking structures in the CC district. Remove the use limitations for compact car parking spaces.



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Signature of applicant

**Fee:** Please refer to fee schedule to determine applicable fees. All fees are nonrefundable and help to cover administrative and notification costs.

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**STAFF USE ONLY**

Scheduled Planning Commission meeting date: 7/12/2017

Dates advertised in newspaper: 6/30/2017 and 7/7/2017

**Planning Commission recommendation:** \_\_\_\_\_

**Recommended changes to proposed text:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Council Meeting Date: \_\_\_\_\_

Dates advertised in newspaper: \_\_\_\_\_ and \_\_\_\_\_

**City Council Decision:** \_\_\_\_\_

**Changes to proposed text:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date written notice of final decision sent to applicant: \_\_\_\_\_





**NOTICE OF PUBLIC HEARING  
Kannapolis City Hall  
401 Laureate Way, Kannapolis, NC**

**City Council Meeting  
Monday, July 24, 2017 at 6:00 pm**

**Public Hearing Notice - Zoning Text Amendment – TA-2017-04 - Public Hearing to consider text amendments to the following sections of the Unified Development Ordinance:** (1) Article 8 Off-Street Parking and Private Driveway Standards, Section 8.1 General Standards, Section 8.1.2 General Design Standards, Section 8.1.2.K. Upfit to existing Public Street Required; (2) Article 10 Street Improvement Standards, Section 10.1.2 Public Streets, Sections 10.1.2.2 and 10.1.2.3; (3) Article 11 Site Design Standards, Section 11.2 Multi-Family Residential Design Standards, Section 11.2.7 Pedestrian Facilities, Section 11.2.7.2; and (4) Article 11 Site Design Standards, Section 11.3 Standards for Shopping Centers and Superstores, Section 11.3.4 Pedestrian Circulation, Section 11.3.4.1.1, concerning street, curb and gutter, and sidewalk improvement requirements for development and minor plats.

**Public Hearing Notice – Zoning Text Amendment – TA-2017-05 – Public Hearing to consider a text amendments to the following sections of the Unified Development Ordinance: Table 8.3-2, regarding Center City parking dimensions; and Section 8.3.2.B. regarding compact car parking.**

If you have questions or concerns regarding this case, please contact the City of Kannapolis Planning Department at 704-920-4350.

Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number for the Deaf (1-800-735-8262). The meeting facility is accessible to people with disabilities. To request special accommodations in advance, contact the City's ADA Coordinator at 704-920-4302 or email [tcline@kannapolisnc.gov](mailto:tcline@kannapolisnc.gov).





**RESOLUTION TO ADOPT A STATEMENT OF CONSISTENCY  
FOR TEXT AMENDMENT  
CASE #TA-2017-05**

**WHEREAS**, Section 160A-383 (2013) of the North Carolina General Statutes specifies that the governing board shall also approve a statement describing whether its action is consistent with an adopted comprehensive and any other officially adopted plan that is applicable; and

**WHEREAS**, the Kannapolis City Council considers the text amendments to Table 8.3-2, Parking Area Dimensional Standards and Section 8.3.2.B, Compact Car Spaces, of the Unified Development Ordinance to be consistent with the *City of Kannapolis 2015 Land Use Plan*, reasonable and in the public interest because they will address the need for greater flexibility in the application of parking standards, and will modernize the City's parking regulations with commonly accepted practices for parking space dimensions and use of compact car parking spaces; and

**WHEREAS**, the City Council conducted a Public Hearing on July 24, 2017 for consideration of text amendment case TA-2017-05 as submitted by the Planning Department staff;

**NOW, THEREFORE BE IT RESOLVED** that the City Council finds the text amendment as represented in Case TA-2017-05 to be consistent with the *City of Kannapolis 2015 Land Use Plan* adopted by the City Council, reasonable and in the public interest, and is recommended for approval by the City Council based on consideration of the application materials, information presented at the Public Hearing, and the recommendation provided by Staff.

**ADOPTED this the 24<sup>th</sup> day of July, 2017;**

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Milton D. Hinnant, Mayor

**ATTEST:**

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Bridgette Bell, MMC, NCCMC  
City Clerk





**AN ORDINANCE TO AMEND TEXT OF THE UNIFIED DEVELOPMENT  
ORDINANCE, TABLE 8.3-2 AND SECTION 8.3.2.B.  
CASE #TA-2017-05**

**WHEREAS**, per Section 3.8 of the Kannapolis Unified Development Ordinance (“UDO”), the City Council has final authority on zoning text amendments; and

**WHEREAS**, per Section 3.8 of the UDO, the Planning and Zoning Commission, at its regular meeting on July 12, 2017, recommended approval of the text amendment by a unanimous vote; and

**WHEREAS**, City Council conducted a public hearing to consider an amendment to Table 8.3-2 Parking Area Dimensional Standards and Section 8.3.2.B, Compact Car Spaces of the UDO on July 24, 2017; and

**WHEREAS**, the proposed amendment is consistent with the goals and policies of the *City of Kannapolis 2015 Land Use Plan*, reasonable and in the public interest;

**NOW, THEREFORE, BE IT ORDAINED**, by the Kannapolis City Council that Table 8.3-2, and Section 8.3.2.B be amended as follows:

The proposed text amendments to the UDO for Article 8, Table 8.3-2 and Section 8.3.2.B are shown as **highlighted underline additions** below and ~~strikethroughs~~ as deletions:



**TABLE 8.3-2 <sup>(1)</sup>**  
**PARKING AREA DIMENSIONAL STANDARDS**

A	B	C	D	E	F	G
0°	9.0'	26.0'	12.0' ONE-WAY	N/A	N/A	N/A
*45°	9.0'	18.0'	12.0' ONE-WAY	6.3'	51.0'	2.0' / 4.0'
*60°	9.0'	18.0'	18.0' ONE-WAY	7.8'	58.0'	2.0' / 4.0'
*90°	9.0'	18.0'	24.0' TWO-WAY	9.0'	60.0'	2.0' / 4.0'

\* Parking located within a parking structure in the CC district may reduce parking stalls to a width of 8.5 feet

**Compact-size Vehicles**

A	B	C	D	E	F	G
45°	8.0'	16.0'	N/A	5.3'	N/A	1.5' / 3.0'
60°	8.0'	16.0'	N/A	6.8'	N/A	1.5' / 3.0'
90°	8.0'	16.0'	N/A	8.0'	N/A	1.5' / 3.0'

Key (also see Figure 8.3-1):

- A. Parking Angle
- B. Stall Width
- C. Stall Depth
- D. Aisle Width
- E. Planting Island Width (minimum width shown, refer to Article 7 for minimum area)
- F. Parking Bay Width
- G. Bumper Overhang (front / rear)

**8.3. OFF-STREET PARKING STANDARDS.**

**8.3.2. PARKING AISLE AND SPACE DIMENSIONS.**

**B. Compact Car Spaces** – ~~This section shall apply only to retail shopping centers/superstores of 25,000 square feet or more.~~ Not more than twenty (20) percent of the off-street spaces required by this Section **Table 8.3-1** shall be designated as compact car parking spaces. Each compact car parking space shall be a minimum of eight (8) feet wide and sixteen (16) feet long **meet the requirements of Table 8.3-2, Compact-size vehicles.** Compact car parking spaces shall be clearly marked or posted for “Compact Cars Only.” All other provisions of this Article relating to off-street parking requirements shall be met.

**ADOPTED this the 24<sup>th</sup> day of July, 2017.**

\_\_\_\_\_  
Milton D. Hinnant, Mayor

**ATTEST:**

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk