

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: APRIL 15, 2021

AGENDA ITEM NUMBER: 10A - 10B

SUBJECT:

- A. RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC., AWARDED TO THE N.C. COOPERATIVE EXTENSION, FORSYTH COUNTY CENTER FOR IMPROVEMENTS TO THE ARBORETUM AT TANGLEWOOD PARK

- B. AMENDMENT TO THE FY 2020-2021 BUDGET ORDINANCE TO APPROPRIATE FUNDS FROM THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC., FOR IMPROVEMENTS TO THE ARBORETUM AT TANGLEWOOD PARK

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

The N.C. Cooperative Extension, Forsyth County Center is eligible to receive \$21,600 from The North Carolina Agricultural Foundation, Inc., for the installation of an updated irrigation system at the Tanglewood Park Arboretum and Gardens. This project was bid out competitively with the winning bidder being Consolidated Landscaping Incorporated. The oldest areas of the current system are approximately 15 years old and have consistently needed many repairs due to age, high water pressure at the arboretum, and lack of winterization.

The total cost of this project is not to exceed \$29,600. The remaining \$8,000 is being funded by a grant from the The Winston-Salem Foundation, Inc., approved by the Board at their September 24, 2020, meeting. The North Carolina Agricultural Foundation, Inc., will fully reimburse Forsyth County for the remaining cost of this project.

ATTACHMENTS: yes no

SIGNATURE: *J. Dudley Watkins, Jr. / AMS*

COUNTY MANAGER

DATE: April 12, 2021

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NORTH CAROLINA AGRICULTURAL FOUNDATION, INC., AWARDED TO THE N.C. COOPERATIVE EXTENSION, FORSYTH COUNTY CENTER FOR IMPROVEMENTS TO THE ARBORETUM AT TANGLEWOOD PARK

WHEREAS the N.C. Cooperative Extension, Forsyth County Center was awarded a grant from The North Carolina Agricultural Foundation, Inc., in the amount of \$21,600.00; and

WHEREAS these grant funds will be used to fund the costs for improvements at the Arboretum at Tanglewood Park;

NOW, THEREFORE BE IT RESOLVED, that the Forsyth County Board of Commissioners hereby authorizes the Chair or the County Manager and the Clerk to the Board to execute the necessary documents, on behalf of Forsyth County and its NC Cooperative Extension, to receive grant funds from The North Carolina Agricultural Foundation, Inc., for improvements to the Arboretum at Tanglewood Park, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 15th day of April 2021.

**FORSYTH COUNTY, NORTH CAROLINA
AMENDMENT TO
FY 2020-2021 BUDGET ORDINANCE**

FROM: NC Cooperative Extension

MEETING DATE: April 15, 2021

EXPLANATION:

The N.C. Cooperative Extension, Forsyth County Center received notification that they were eligible to receive a grant from The North Carolina Agricultural Foundation, Inc., in the amount of \$21,600 for improvements to the Arboretum at Tanglewood Park.

BE IT ORDAINED BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS THAT THE
FY 2020-2021 BUDGET ORDINANCE IS HEREBY AMENDED AS FOLLOWS:

INCREASE:	<u>SECTION 1. REVENUES.</u>	
	GENERAL FUND	
	OTHER REVENUES	<u>\$21,600</u>
INCREASE:	<u>SECTION 2. EXPENDITURES.</u>	
	GENERAL FUND	
	NC COOPERATIVE EXTENSION	<u>\$21,600</u>

NATURE OF TRANSACTION:
 Additional Revenue Available
 Transfer within Accounts of
Same fund
 Other:

APPROVED BY BOARD OF COUNTY
COMMISSIONERS AND ENTERED ON
MINUTES DATED _____
AGENDA ITEM NUMBER _____

STATE OF NORTH CAROLINA

FORSYTH COUNTY

AGREEMENT

THIS AGREEMENT, made and effective this 4th day of March, 2021, by and between Forsyth County, North Carolina (the "County"), and Consolidated Landscaping, Inc. (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. **Services.** Provider shall install all the required and necessary components to provide a fully functioning irrigation system for the Tanglewood Arboretum and

perform such services as set forth in Attachments A, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment A labeled Tanglewood Park Arboretum Irrigation Project

2. **Term.** The services of the Provider shall begin on March 15, 2021, unless sooner terminated by mutual consent or as hereinafter provided, shall be provided until June 30, 2021; provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. **Compensation.** As full compensation for the Provider's services, the County agrees to pay the Provider the sum of \$29,600.00 (Twenty-Nine Thousand Six Hundred Dollars and No Cents), payable in installments. The Provider shall bill the County monthly for services rendered during the preceding 30 days. The County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$29,600.00 (Twenty-Nine Thousand Six Hundred Dollars and No Cents).

4. **Independent Contractor.** The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with

respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:
Leslie Rose
1450 Fairchild Drive
Winston-Salem, NC 27105

For the Provider:
Adam P. Sain
210 Altay Drive
Winston-Salem, NC 27106

9. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

12. Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.

14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an Attachment.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr – Forsyth County Manager

Date: _____

ATTEST:

Clerk to the Board

(SEAL)

PROVIDER

DocuSigned by:

By: Adam P. Sain
A3728EA535C1438...

Printed Name: Adam P. Sain

Title: Vice President

Date: 3/4/2021

INVITATION FOR BIDS

TANGLEWOOD PARK ARBORETUM IRRIGATION PROJECT

IF21181
PARKS & RECREATION

Bids will be received until
1:00 PM, January 29, 2021

BY
City/County Purchasing
101 N. Main St., City Hall Room 324
Winston-Salem, NC 27101

Pursuant to N.C.G.S. 143-131, sealed bids endorsed “**Arboretum Irrigation, IF21181**” will be received by City/County Purchasing at the location and until the time listed above. Forsyth County reserves the right to reject any or all bids. Contractors must be properly licensed as required by Chapter 87 of the North Carolina General Statutes to bid and perform the work described herein.

For instructions on submitting bids, contact Darren Redfield at darrenmr@cityofws.org or (336)747-6936 during normal business hours. **This packet is the full bidding document.**

End of Question & substitution period is 1:00 PM, January 22, 2021. Questions must be submitted in writing to darrenmr@cityofws.org.

NOTICE OF PRE-BID

A **MANDATORY*** pre-bid conference will be held at **10:00 AM, January 13, 2021**. See below link for map/directions to the Arboretum located within Tanglewood Park: 36.004661, -80.406359
[Tanglewood Arboretum Google Map Link](#)

Enter Tanglewood Park and continue straight through the main gate. Continue straight on Tanglewood Park Road and proceed up the hill until you reach the one-way Manor House entrance drive. Turn left onto Manor House Circle, continue just past the Manor House and park at Arboretum just beyond.

The purpose of this conference is to explain the scope of work involved and to give prospective bidders the opportunity to observe the existing conditions and work parameters. Staff will be present to answer questions.

Forsyth County will not entertain bids from firms who do not have a representative attend this meeting. A sign-in sheet will serve as the attendance record. ***Firms who attended the previous December 3rd pre-bid are NOT required to attend this meeting.**

Darren Redfield
City/County Purchasing
(336) 747-6936

INSTRUCTIONS TO BIDDERS

1. USE OF CONTRACT DOCUMENTS

- a. These Contract Documents include a complete set of Contract Forms, which are for the convenience of Bidders and are not to be detached from the Contract Documents.

2. TECHNICAL SPECIFICATIONS

- a. Anything mentioned in the Technical Specifications and not shown on the Drawings or not mentioned in the Technical Specifications and shown on the Drawings shall be of like effect as if mentioned in both. In cases of a difference between the Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Drawings or Technical Specifications the matter shall be immediately submitted to the Architect or Engineer without whose decision said discrepancy shall not be adjusted by the Contractor.

3. INTERPRETATION OF ADDENDA

- a. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing. Any inquiry received seven (7) days or more prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of Addenda to the Contract Documents and, when issued, will be on file at least five days (5) before the Bids are opened. In addition, all Addenda will be provided to each Firm holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

4. INSPECTION OF SITE

- a. Each Bidder shall visit the site of the proposed Work and fully acquaint himself with the existing conditions relating to the construction Project. Each Bidder shall fully inform himself as to the facilities involved and the difficulties and restrictions attending the performance of the Contract. The Bidder shall examine and familiarize himself with the Technical Specifications and Drawings. The Contractor, by execution of the Contract, shall in no way be relieved of any obligation under the Contract due to his failure to receive or examine any Form or legal instrument or to visit the site and acquaint himself with the existing conditions. The Architect or Engineer will be justified in rejecting any claim based on facts that the Bidder should have been aware of as a result of his site inspection.

5. MATERIAL SPECIFICATION

- a. The name of a certain brand, make, manufacturer or definite specification is to denote the quality standard of the article desired and not to restrict competitive bidding. It is set forth and conveyed to prospective Bidders the general style, type, character and quality of the article desired. Bidders; however, may submit to the Architect or Engineer evidence that proposed substitutions are fully up to standards specified and obtain his approval at least three (3) days before the due date for bids.

6. ALTERNATE BIDS

- a. No Alternate Bids will be considered unless Alternate Bids are specifically requested by the Technical Specifications and/or indicated in the Proposal Section of the Bid.

7. PREPARATION AND SUBMISSION OF BIDS

- a. All Bids must be submitted on the Forms supplied by Purchasing or the Owner's Consultant and shall be subject to all requirements of the Contract Documents including the Drawings and these Instructions to Bidders. All Bids must be regular in every respect; and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- b. Bid Documents, including the Bid and the Non-Collusion Affidavit, shall be sealed and clearly labeled with the Project name, Bidder's license number, date and time of opening.
- c. Forsyth County may consider as irregular any Bid on which there is an alternate of, or departure from, the Bid Form hereto attached and at its opening may reject the same.
- d. If the Contract is awarded, it will be awarded to the lowest responsible Bidder taking into consideration quality, performance and time specified in the Proposal for the performance of the Contract and will include selective Alternate Bid items, if any.

8. COLLUSIVE AGREEMENTS

- a. Each Bidder submitting a Bid to Forsyth County for any portion of work contemplated by the documents on which bidding is based shall execute and attach thereto an Affidavit substantially in the Form provided herein to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

9. BID GUARANTEE – not required

10. CORRECTIONS

- a. Do not use 'white out' or correction tape. Cross through errors and initial the corrections.

11. TIME FOR RECEIVING BIDS

- a. Bids received prior to the advertised hour of opening will be kept securely sealed. The County Representative whose duty it is to open them will decide when the specified time has arrived and no Bid thereafter will be considered.

12. OPENING OF BIDS

- a. At the time and place fixed for opening of Bids, the County Representative will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13. WITHDRAWAL OF BIDS

- a. Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening. Bids may also be withdrawn *after* the public opening if an unintentional, substantial error is made by the Contractor and it can be proven that the error was arithmetic or an omission as opposed to judgment. The request to withdraw a Bid must be made in writing to the County Representative within seventy-two hours (72) after the opening of Bids. Any Bidder considering a withdrawal should acquaint himself with the provisions of North Carolina General Statute 143-129.1.

14. AWARD OF CONTRACT; REJECTION OF BIDS

- a. The Contract will be awarded to the lowest responsible Bidder complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. Forsyth County; however, reserves the right to reject any or all Bids and to waive any informalities in the Bidding procedures whenever such rejection or waiver is in the best interest of the County.
- b. The Successful Bidder shall be licensed to do business in the State of North Carolina in an amount of not less than one-hundred percent (100%) of the Contract sum. For project awards over \$30,000, Bidders are hereby notified that they must be properly licensed as required by Chapter 87 of the North Carolina General Statutes to bid and perform the work described herein.
- c. Forsyth County reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces a minimum ten percent (10%) of the Work involved in construction of the improvements embraced in this Contract.

15. EXECUTION OF AGREEMENT

- a. Within ten (10) days after award and presentation of Contract Documents, the Successful Bidder shall execute and deliver to Forsyth County a Contract in the Form included in the Contract Documents in such number of copies as the County may require.
- b. The failure of the Successful Bidder to execute the Contract within ten (10) days after award, or within such extended period as the County may grant, constitutes a default and the County may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids. If the Successful Bidder fails to execute the Contract or provide satisfactory surety, the County may retain the Bid Deposit (if requested) as outlined in these Instructions.

16. PERFORMANCE AND PAYMENT BONDS – not required

17. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

- a. The Contractor agrees that in carrying out this Contract he will comply with all applicable federal, state and local laws specifically including, without limitations, the Occupational Safety and Health Act of 1970.

18. EQUAL EMPLOYMENT OPPORTUNITY

- a. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, age, political affiliation, national origin or handicap.

19. AMERICAN WITH DISABILITIES ACT (ADA)

- a. The Contractor shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify Forsyth County from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the

Contractor, its Subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or rules and regulations promulgated thereunder.

20. COMPLIANCE WITH IMMIGRATION LAWS

"It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this Contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting of October 23, 2006." The language setout above shall be included in the Successful Bidder's Contract with the County and, further, said language shall also be included in any of the Successful Bidder's Contracts with his Subcontractors.

21. INDEMNIFICATION PROVISION

- a. The Contractor shall be responsible for any damages caused by him, his workmen or his Subcontractors to property of the County. He shall make good, in an approved manner, at his own expense, any such loss, damage or injury without cost to the County. The Contractor shall also assume all responsibility to maintain all existing protection, provide, and maintain all such additional protection as required by governing laws, regulations, ordinances and the safety of personnel and visitors.

22. MATERIALS AND WORKMANSHIP

- a. The Contractor shall furnish to the Architect or Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and or other specific equipment which he contemplates installing, together with full information as to the type, performance characteristics and all other information as required and shall likewise submit for approval as required, full information concerning all other materials or articles which he proposes to incorporate in the Work.
- b. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- c. Materials specified by reference to the number or symbol of a specified standard such as ASTM standard, a Federal Specification or other similar standards shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids except as limited to type, class, grade or modified in the Technical Specifications shall have full force and effect as though printed therein.
- d. Forsyth County or its agents may require the Contractor to dismiss from the Work such employee or employees as the Architect or Engineer or Owner may deem incompetent, careless or insubordinate.

23. USE OF PREMISES

- a. The Contractor shall confine his equipment, storage of materials and construction operations to the Construction Limits as shown on the Drawings and as prescribed by ordinances or permits or as may be desired by Forsyth County and shall not unreasonably encumber the site or public rights-of-way with his materials and construction equipment.

- b. The Contractor shall comply with all reasonable instructions of the Architect or Engineer and the ordinances and codes of local government regarding signs, advertising, traffic, fires, explosives, danger signals and barricades.

24. UTILITIES

- a. The Contractor shall use special care in working around and near all existing utilities that are encountered during construction, protecting them whenever necessary so that they will give uninterrupted service. He shall be responsible to the County for all damages by him to said utilities and for all further damage due to interrupted service.
- b. In the event that utility services are interrupted by the Contractor, the Contractor shall promptly notify the County and the utility provider and shall cooperate with the County and/or County's representative and the utility provider in the restoration of service in the shortest time possible.
- c. Existing fire hydrants and fire connections shall be kept accessible to the Fire Department at all times.
- d. Prior to submitting his Bid, the Contractor shall make a determination as to the nature and extent of the utility facilities including proposed adjustments, new facilities or temporary work to be performed by the utility Owner/his representative; and as to whether or not any utility work is planned by the utility in conjunction with the Project construction. The Contractor shall consider in his Bid all of the permanent and temporary utility facilities in their present or relocated position, whether or not specifically shown on the Plans. It will be the Contractor's responsibility to anticipate any additional costs to him resulting from such utility work and to reflect these costs in his Bid for the various items in the Contract.
- e. No additional compensation will be allowed for delays, inconvenience or damage sustained by the Contractor due to interference from said utility facilities or the operation of moving them and any such delay, inconvenience or damage shall not constitute a change in condition.
- f. Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes and the Contractor shall bear all costs of such changes.
- g. In the event the Contractor damages utilities belonging to the City of Winston-Salem, he will be required to immediately notify the Utilities Construction and Maintenance Division. The damage will be repaired by the City of Winston-Salem at the expense of the Contractor
- h. The Contractor shall have no claims whatsoever against Forsyth County for an inconvenience or delay on account of operations by others in performing the above Work.

25. PRECONSTRUCTION CONFERENCE

- a. The attention of Bidders is also called to the fact that a Preconstruction Conference will be held with the Successful Bidder and all known Subcontractors prior to the issuance of a Notice to Proceed. This Conference will cover the Contract provisions pertaining to Labor Standards, if required; related requirements, Contractor's Progress Schedule, Non-

Collusion Affidavits, Project Special Provisions, Coordination of Work and other items related to the Contract.

26. TAXES

FEDERAL: The City of Winston-Salem and Forsyth County are exempt from and will not pay Federal Excise or Transportation taxes.

STATE: Applicable North Carolina Sales and Use Taxes shall not be shown on bids but shall be added to invoices as a separate item.

27. RETAINAGE

N.C.G.S. 143-134.1 prohibits retainage on public projects that cost less than \$100,000.00 in total.

For projects over \$100,000.00, the County may retain no more than five percent (5%) per periodic payment owed to the Contractor until the Project is fifty percent (50%) complete. At fifty percent (50%) completion, no further retainage is allowed as long as performance is satisfactory. Release of all retainage is required upon Beneficial Occupancy of the Project or when a Certificate of Substantial Completion is issued. The County may, at its discretion, retain up to two and one-half (2 ½) times the value of remaining Work in order to secure completion or correction of that Work. The County may withhold greater amounts of retainage for unsatisfactory job progress, defective construction not remedied, disputed Work or third-party claims filed against the County or reasonable evidence that a third-party claim will be filed.

28. SUPPLEMENTARY INSTRUCTIONS

- a. It is understood and mutually agreed that by submitting a Bid, the Bidder acknowledges that he has carefully examined all documents pertaining to the Work, location, accessibility, general character of the site of the Work and all existing buildings and structures within and adjacent to the site (if applicable: “and acknowledges that County operations will continue on the site and must not be impeded by the Contractor’s operations in any manner.”) and has satisfied himself as to the nature of the Work, the condition of the existing buildings and structures within and adjacent to the site, confirmation of the material to be encountered, the character of the equipment, machinery, plant, any other facilities needed preliminarily to and during the execution of the Work, the general and local conditions, the construction hazards and all other matters including, but not limited to, the labor situation which can in any way affect the Work under this Contract including all safety measures required by the Occupational Safety and Health Act of 1970 and all rules and regulations issued pursuant thereto. It is further mutually agreed that by submitting a Proposal, the Contractor acknowledges that he has satisfied himself as to the feasibility and meaning of the Plans, Drawings, Specifications and all other Contract Documents for the construction of the Work and that he accepts all the terms, conditions and stipulations contained therein and that he is prepared to work in cooperation with other contractors/subcontractors performing work on the site.
- b. Each Bidder may, at his own expense, make such additional surveys and investigations, as he may deem necessary to determine his Bid price for the performance of the Work. Any on-site investigation shall be done at the convenience of the County. Any reasonable request for access to the site will be honored by the County.
- c. Forsyth County is committed to providing equal opportunities for participation in all aspects of the County’s contracting and purchasing programs including, but not limited

to, participating in procurement contracts for materials, services, construction and repair work activities. The County prohibits discrimination against any person or business in the pursuit of these opportunities on the basis of race, skin color, gender, religion, handicap or national origin and will make every effort to conduct its contracting and purchasing program so as to prevent any discrimination. The County actively seeks to identify qualified minority, handicapped and women-owned business enterprises so as to widen opportunities for participation as providers of goods and services, increase competition and insure the proper and diligent use of public funds. The Contractor shall take affirmative action on complying with all Federal and State requirements as well as County policy.

- d. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, the Architect or Engineer and its agents, consultants and employees of the County from and against all claims, damages, losses and expenses including, but not limited to, attorney fees arising out of or resulting from the performance or failure of performance of the Work; provided that any such claim, damage, loss or expense is; (1) attributed to bodily injury, sickness, disease or death or from injury or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom and; (2) is caused in whole or in part by any negligent act or omission by the Contractor, the Contractor's Subcontractors or the agents of either the Contractor or the Contractor's Subcontractors. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph D.
- e. Specific items, products and systems called for in the Drawings and/or Specifications are described by manufacturer's name, model number, etc. and are used to indicate the quality, appearance, size, color, operating characteristics, etc. required for the Project. Substitutions of another manufacturer's product may be made subject to the following conditions; (1) The Bidder shall assume the responsibility for any extra costs demanded by the Contractor and any or all Subcontractors resulting from the substitution of the product and; (2) Approved substitutions will be set forth by Addenda to all Bidders prior to Bid opening. If the requested substitution is not included in a published Addenda, it shall not be considered approved and the Bidder's Proposal shall not be based upon the requested substitution.
- f. A Bidder may request that his Bid be withdrawn from consideration after the Bid opening without forfeiture of his Bid Guaranty in accordance with provisions of North Carolina State Statute 143-129.1. Should the Successful Bidder default and fail to execute the Contract, the Contract may be awarded to the next lowest and responsible Bidder. The County reserves the unqualified right to reject any or all Bids. Reasons for rejection may include, but shall not be limited to, the following:
 1. If the Proposal Form furnished to the Bidder was not used or had been altered.
 2. If the Bidder adds any provisions reserving the right to accept or reject any award. If there are unauthorized additions or conditional Bids or irregularities of any kind which tends to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
 3. If the Unit Prices contained in the Bid Schedule are unacceptable to the County.
 4. If the Bidder fails to comply with other instructions or requirements stated herein.

- g. In determining the lowest responsible Bidder, the County shall take into consideration the past performance of the Bidder on construction contracts with particular concern given to completion of items, quality of work, cooperation with Subcontractors, suppliers and cooperation with the Architect or Engineer and Owner. Should the County judge that the apparent low Bidder is not the lowest responsible Bidder by virtue of the above information, said apparent low Bidder will be so notified and his Bid Guaranty (if any) returned without penalty.

29. IRAN DIVESTMENT ACT

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

30. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS 147-86.80 et. seq. and that it will not utilize on this agreement any subcontractor on said list.

INSURANCE REQUIREMENTS OF FORSYTH COUNTY
CONTRACT SPECIFICATIONS
(REVISED**)**

Insurance. The contractor shall procure and maintain the following insurance for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives or subcontractors.

A. Commercial General Liability Insurance. The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

1. **Include the County, its officials, officers, and employees as insureds** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds. ***** **List Certificate Holder and Additional Insured as follows:**

Forsyth County
It's Officials, Officers, and Employees
Attn: Teresa Everhart
201 N. Chestnut Street
Winston-Salem, NC 27101
Attn: Teresa Everhart

2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Contractor shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident. All employees, owners, officers of the company shall not be excluded from Workers Compensation if they are going to be on Government Property during the contractual term.

D. Other Insurance Requirements. The Contractor shall:

1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County.

2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.

3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
4. Maintain such insurance from the time services commence until services are completed.
5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Contractor understands and acknowledges that these insurance coverage requirements are **minimums** and that they do not restrict or limit the hold harmless provisions of this agreement.

PROPOSAL FORM

Tanglewood Park Arboretum Irrigation Project

Bids may be hand-delivered, mailed, or submitted electronically.

City/County Purchasing
101 N. Main St., City Hall Room 324
Winston-Salem, NC 27101

City Hall is currently closed and this informal bid will not be publicly opened. Bidders may hand-deliver or mail **clearly labeled** bids to address noted above or email all required bid forms as a single PDF scan to bids@cityofws.org using subject line of "**Bid for Arboretum Irrigation**".

This project is for Parks and Recreation. Be sure to review the entire bidding documents included.

We, the undersigned bidder, have received and carefully examined a complete set of the Bidding Documents and Specifications prepared by the Owner and have visited the job site to become familiar with all conditions and requirements of the work, and hereby agree to furnish all labor, materials, equipment, insurance, supervision, permits and abide by all local, state and federal codes, laws, rules, regulations and ordinances applicable to perform work described in these specifications and the requirements under them for the following sum to wit, and in submitting this Bid agree to the following:

- 1- To hold this Bid open for up to 90 days after the Date of Receipt of Bids;
- 2- To accept the provisions of the Instructions to Bidders;
- 3- To enter into and execute a Contract with Forsyth County, if awarded, on the basis of this Bid as specified in the Instructions to Bidders and General Conditions;
- 4- To accomplish the Work in strict accordance with the Contract Documents; and
- 5- To complete the Work for this contract promptly from the Notice to Proceed. The County reserves the right to extend the construction time for inclement weather or such reasons it judges as legitimate.

BIDDER NAME: _____

BASE BID-

Item	Description (each item to include General Conditions)	Subtotal
1	Irrigation main line, controls, and hydrants	\$
2	Owner allowance – approved changes or additions to scope of work, permit fees, etc.	\$ 3,000.00
TOTAL BASE BID:		\$

Do not include NC taxes

The County intends to award a contract to the lowest responsible, responsive bidder based on the Total Base Bid, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. The County may select any alternates as funding permits. If all bids exceed the funding available for this project, the County reserves the right to award a contract in its best interest by selecting any item, any combination of items, or portions of any item that fit within the project budget, with the option to negotiate with the low bidder.

PROPOSAL SIGNATURE PAGE

FAILURE TO COMPLETE AND INCLUDE THE FOLLOWING WITH BID IS CONSIDERED A NON-RESPONSIVE BID AND THE BID MAY NOT BE CONSIDERED:

- _____ Proposal Form with prices written in ink or typed in
- _____ Signature Form, signed
- _____ Non-Collusion Affidavit of Prime Bidder
- _____ Addenda (if issued) – sign and include each Addendum signature page with bid.

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work nor will any official or employee of Forsyth County be admitted to any share or part of this contract should an award be made to the undersigned.

This bid **MUST** be signed by a representative who is authorized to submit bids on behalf of the company.

DATE

COMPANY NAME (as identified by the office of the Secretary of State of North Carolina)

AUTHORIZED SIGNATURE (*required*)

ADDRESS (P.O. BOX)

PRINTED NAME

CITY, STATE AND ZIPCODE

EMAIL ADDRESS

TELEPHONE NUMBER

IRRIGATION LICENSE NO. (*required*)

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the County's award of this contract.

Bidder certifies that: a) we are a woman-owned business, or we are not
b) we are a minority-owned business, or we are not if yes, please identify in the appropriate box below.

- Black
- Hispanic
- Native American Indian
- Asian American, including Indian Subcontinent and Pacific Islands
- Socially and economically disadvantaged
- Disabled

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Attach to bid

State of _____)

County of _____)

Project: Tanglewood Park Arboretum Irrigation Project – IF21181

_____, being first duly sworn, deposes and says that:

1. He is (Owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this Affidavit.

_____ Authorized Signature (SEAL)

_____ Printed Name

_____ Title

Subscribed and Sworn to Before me this _____ Day of _____, 20____.

Notary Public: _____

My Commission Expires: _____ (SEAL)

GENERAL REQUIREMENTS

Forsyth County Parks & Recreation

1. Contractor to supply all labor, materials, equipment, supervision, insurance, and abide by all local, state, and federal laws or codes applicable.
2. Contractor shall be properly licensed to perform work in NC.
3. Contractor must possess or obtain the insurance coverage and specified limits required by Forsyth County.
4. Contractor **MUST** obtain all **required and necessary permits** to successfully complete the work.
5. Contractor must be willing to provide a (1) one year warranty covering materials, labor, and any other costs incurred needed to repair or replace any substandard work or materials.
6. Contractor is responsible for the safe delivery, unloading, placement, and storage of materials or equipment on jobsite. Contractor must coordinate with the onsite park maintenance manager or supervisor on suitable locations for equipment to be parked each night and over weekends to avoid potential facility conflicts.
7. Contractor will be responsible for locating **all utilities** within the work areas both **PUBLIC and PRIVATE**.
8. Contractor will be responsible for the securing of the work area as required by the Park Maintenance Manager / Supervisor, which may include, temporary fencing and posts, caution tape, cones, or other means. Contractor shall also remove any and all securing devices once they deem the site to be safe and ready to accept traffic.
9. Contractor will be responsible for directing traffic into and out of the park or work area if contractors operations or equipment shall affect traffic flow.
10. **Contractor is responsible for site visits to conduct and verify all field measurements for the work being performed.**
11. Contractor is responsible for the removal of all debris, excess materials, or other materials from park site. This may include a dumpster rental or other means to dispose of trash or debris and the safe loading of excess material back to the manufacturer or to another location. No debris shall be left onsite unless so specified.
12. Contractor will be responsible for any and all damages to county property caused by their equipment or personnel.
13. All work is shall be completed within the allotted number of days indicated in your bid, beginning once a written **Notice To Proceed** has been issued. The successful bidder shall be required to meet the specified schedule needs and requirements of the Forsyth County Parks and Recreation Department with all planned work scheduled in advance.
14. Contractor SHALL NOT commence work without a Written Notice to Proceed from Forsyth County.
15. All work is to be typically scheduled for Monday thru Friday, 8am – 5pm. Consideration of scheduled facility reservations or other park activities may postpone or interrupt a scheduled day's work. Work shall be coordinated with and required to meet the scheduling requirements of the Forsyth County Parks and Recreation Department with no stoppage of work once started unless the stoppage is for a facility reservation or event.
16. Contact the Maintenance Manager or Maintenance Supervisor with any questions. Please refer to details of each job site for individual specifications.

PROJECT SPECIFICATIONS

Irrigation Project for Arboretum at Tanglewood Park

Project Manager:

Leslie Rose

Director of the Arboretum

O: (336) 703-2868

leslie_rose@ncsu.edu

Project Schedule:

Target completion date for this project: [April 23, 2021](#).

Qualifications:

Contractor performing the installation must be properly licensed for irrigation trade at time of bid. Verification will be made prior to award.

Scope of Work Description:

- A. Installation of a fully functioning irrigation system within the Arboretum at Tanglewood Park. Features to include:
- Practical to winterize the system
 - Master valve (no flow control)
 - Pressure reduction as needed
 - Individual irrigation zones capable of being run using a remote
 - 1 irrigation control box - locate in the headhouse attached to greenhouse
 - Each individual irrigation zone is equipped with a valve that will shut off only that zone
 - Frost proof hydrants accessible throughout gardens (estimated 14 are needed)
- B. Contractor is responsible for digging and installation of new irrigation materials, removal and replacement of brick walkways as necessary, removal and disposal of existing irrigation materials no longer in use. Contractor is responsible for reseeding in any lawn areas that are removed, but will not be responsible for replacing plants removed in landscaped areas.
- C. This link will provide access to the design: [\(these are the updated links\)](#)

Master Plan and Details:

<https://projectservices.siteone.com/api/v1/public/projectFiles/download?accessToken=KcoyQdBb1R4EWGCNFnrwcXZ/KRIVmzjQ1P2LXFbhncah24y30h3NqP7IOFPPbw4a1FHuYnyV0qf6Ni0BJd0kdnRxmgOKj6A050boBkctxzB8DBbZIVsqCmu8LynzPmtS688RyJTMiyGArKQu0KTI90KpC5mEPMexWetN1yv1IWzZq4QikQoYip/ow7+zDasoPFo7UsHxoQjXxwwQN7+ychA22u/j5Z1jA8uLBFOuDmQTTIzi/Ti598dzmBQRyYqM&as=inline&s3Key=>

Materials:

https://projectservices.siteone.com/api/v1/public/projectFiles/download?accessToken=KcoyQdBb1R4EWGCNFnrwcXZ/KRIVmzjQ1P2LXFbhncah24y30h3NqP7IOFPPbw4a1FHuYnyV0qf6Ni0BJd0kdnRxmgOKj6A050boBkctxzB8DBbZIVsqCmu8LynzPmtS688RyJTMiyGArKQu0KTI90KpC5mEPMexWetN1yv1IWwTVUpCLujW3I94VfSVGC/+HNtSEeGVpmsuSp3rioXsgYKffOB0SX39ybfHZcg6Tz1FQJkIMUsttT0CRF+KqTx&as=inline&s3Key=JDLIntegrationFiles_202012111317463273_Irrigation.pdf

D. For all items, see attached drawings/maps. Labor to include digging and installation of irrigation system, but Contractor is not responsible for transplanting of perennial plants. ~~The project is broken into items 1-4 as follows:~~

ITEM 1 - Main line & controls, hydrants.

A. Includes installation of:

1. Main line pipe (note: installer has flexibility in placement of main line to reduce cost and reduce impact to existing plant material)
2. Wiring as needed
3. Master valve
4. Controller
5. Connect main line to frost proof hydrants (estimated quantity: 14)
6. Connect main line to greenhouse for access inside greenhouse - end product should be a working water source (hose bib/faucet) inside the greenhouse
7. Formal Garden fountain should still be functioning at the end of this phase.

~~**ITEM 2 - Northern gardens** (closest to point of connection)~~

~~A. Install remote control valve and wiring, plus all other elements of irrigation in the following landscaped areas:~~

- ~~1. Formal (aka Fragrance)~~
- ~~2. Children's large central bed (pollinator garden) and the area behind it~~
- ~~3. Vegetable garden point of connection for drip irrigation~~
- ~~4. Shade Garden~~
- ~~5. Herb Garden + lavender bed.~~

~~**ITEM 3 - Central gardens**~~

~~A. Install remote control valve and wiring, plus all other elements of irrigation in the following landscaped areas:~~

- ~~1. Friendship~~
- ~~2. Rhododendron (drip) [northern bed along fence line]~~
- ~~3. Perennial~~
- ~~4. Annual~~
- ~~5. Large center bed~~
- ~~6. Groom's Garden~~
- ~~7. White Garden.~~

~~**ITEM 4 - Southern gardens** (farthest from point of connection)~~

~~A. Install remote control valve and wiring, plus all other elements of irrigation in the following landscaped areas:~~

- ~~1. Hydrangea [southern bed along fence line]~~
- ~~2. Welcome~~
- ~~3. Hosta~~
- ~~4. Hellebore~~
- ~~5. Hillside above wildflower~~
- ~~6. Wildflower (not to be as intensely irrigated - use less heads than shown in the original plan).~~

Exhibit A

The below items “in quotation marks” are from Addendum #1 for the previous IF21157 bid, and are now included as part of this new bid, where applicable. **Only Item #1 is being bid this time, due to budget constraints.**

“The following clarifications/changes are hereby made to the bid specifications and requirements. In addition, responses are hereby given to pre-bid attendee questions:

1. Question: Item #1. Are the frost proof hydrants to bypass the master valve or will they be dependent on the master valve? **Response:** They will be dependent on the master valve.
2. Question: Item #1. The installation of the valves for each zone are not listed in item #1 on the proposal form. Should they be installed during this first phase? **Response:** Item 1 will include the mainline, point of connection, wiring, controller, valve boxes, and PVC isolation valves for each future valve location. The individual control valves and valve decoders will then be included each subsequent item as needed.
3. Question: Item #1. Are we to understand that any shrubs and/or perennials in the way of installation will be removed and replaced by others? If so, do we spray paint a white line in advance and allow the others to remove plants that are in the way? **Response:** We (the County) will take care of removal and replacement of shrubs/perennials we wish to keep. If we do not wish to keep a plant, it will be left for the contractor to remove when digging. A spray painted white line would be appreciated to aid in this process.
4. Question: Item #1. Where it says that the fountain in the formal garden should be functioning at the end of this phase does that refer to some kind of auto-fill connected to the fountain? Or is it just making sure that we don't cut the electric feed to the pump? **Response:** Both the water source to the fountain and the electrical remain functioning. This likely means that the contractor will need to tie in the existing water source to new irrigation lines.
- ~~5. Question: Item #3. Please clarify that no lawn irrigation is included in this, or any other phases. **Response:** Correct.~~
- ~~6. Question: Item #3. Please clarify only the heads highlighted in color are to be included in this phase, for example many heads in the white garden have been deleted, but it seems that we are to add an additional drip zone (point of connection only). **Response:** Correct. Only highlighted heads are to remain for all items.~~
- ~~7. Question: Item #4. It appears some heads are to be deleted (in Hosta garden along split rail fence). Please clarify. **Response:** Only highlighted heads are to remain for all items.~~
- ~~8. Question: Item #4. How many heads are we supposed to put in the wildflower garden? **Response:** I will provide another map with highlighted heads in the wildflower garden area. (See attached)~~
9. See the links below for the updated design and materials list:” **NOTE:** These links are given above in the Project Specifications.

PROPOSAL FORM

Tanglewood Park Arboretum Irrigation Project

Bids may be hand-delivered, mailed, or submitted electronically.

City/County Purchasing
101 N. Main St., City Hall Room 324
Winston-Salem, NC 27101

City Hall is currently closed and this informal bid will not be publicly opened. Bidders may hand-deliver or mail **clearly labeled** bids to address noted above or email all required bid forms as a single PDF scan to bid@cityofws.org using subject line of "Bid for Arboretum Irrigation".

This project is for Parks and Recreation. Be sure to review the entire bidding documents included.

We, the undersigned bidder, have received and carefully examined a complete set of the Bidding Documents and Specifications prepared by the Owner and have visited the job site to become familiar with all conditions and requirements of the work, and hereby agree to furnish all labor, materials, equipment, insurance, supervision, permits and abide by all local, state and federal codes, laws, rules, regulations and ordinances applicable to perform work described in these specifications and the requirements under them for the following sum to wit, and in submitting this Bid agree to the following:

- 1- To hold this Bid open for up to 90 days after the Date of Receipt of Bids;
- 2- To accept the provisions of the Instructions to Bidders;
- 3- To enter into and execute a Contract with Forsyth County, if awarded, on the basis of this Bid as specified in the Instructions to Bidders and General Conditions;
- 4- To accomplish the Work in strict accordance with the Contract Documents; and
- 5- To complete the Work for this contract promptly from the Notice to Proceed. The County reserves the right to extend the construction time for inclement weather or such reasons it judges as legitimate.

BIDDER NAME: CONSOLIDATED LANDSCAPING, INC.

BASE BID-

Item	Description (each item to include General Conditions)	Subtotal
1	Irrigation main line, controls, and hydrants	\$ <u>26,600.00</u>
2	Owner allowance – approved changes or additions to scope of work, permit fees, etc.	\$ 3,000.00
TOTAL BASE BID:		\$ <u>29,600.00</u>

Do not include NC taxes

The County intends to award a contract to the lowest responsible, responsive bidder based on the Total Base Bid, taking into consideration quality, performance, and the time specified in the bid for the performance of the contract. The County may select any alternates as funding permits. If all bids exceed the funding available for this project, the County reserves the right to award a contract in its best interest by selecting any item, any combination of items, or portions of any item that fit within the project budget, with the option to negotiate with the low bidder.

PROPOSAL SIGNATURE PAGE

FAILURE TO COMPLETE AND INCLUDE THE FOLLOWING WITH BID IS CONSIDERED A NON-RESPONSIVE BID AND THE BID MAY NOT BE CONSIDERED.

- _____ Proposal Form with prices written in ink or typed in
- _____ Signature Form, signed
- _____ Non-Collusion Affidavit of Prime Bidder
- _____ Addenda (if issued) – sign and include each Addendum signature page with bid.

Bidder certifies that this proposal is made in good faith and without collusion or in connection with any other person bidding on the same work nor will any official or employee of Forsyth County be admitted to any share or part of this contract should an award be made to the undersigned.

This bid **MUST** be signed by a representative who is authorized to submit bids on behalf of the company.

01/19/2021
DATE

CONSOLIDATED LANDSCAPING, INC.
COMPANY NAME (as identified by the office of the Secretary of State of North Carolina)

[Signature]
AUTHORIZED SIGNATURE (*required*)

210 ALTA DRIVE
ADDRESS (P.O. BOX)

ADAM P. SAIN
PRINTED NAME

WINSTON-SALEM, NC 27106
CITY, STATE AND ZIPCODE

ADAM@REYNOLDANURSERY.COM
EMAIL ADDRESS

(336) 924-0171
TELEPHONE NUMBER

261
IRRIGATION LICENSE NO. (*required*)

The following information is requested for statistical purposes only. Provisions or omission of this information will not affect the County's award of this contract.

- Bidder certifies that:
- a) we are a woman-owned business, or we are not
 - b) we are a minority-owned business, or we are not if yes, please identify in the appropriate box below.
 - Black
 - Hispanic
 - Native American Indian
 - Asian American, including Indian Subcontinent and Pacific Islands
 - Socially and economically disadvantaged
 - Disabled

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Attach to bid

State of NORTH CAROLINA)

County of FORSYTH)

Project: **Tanglewood Park Arboretum Irrigation Project - IF21181**

Adam P. Sain, being first duly sworn, deposes and says that:

1. He is (Owner, partner, officer, representative or agent) of Consolidated Landscaping, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bids of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Forsyth, N.C. or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this Affidavit.

AP.S Authorized Signature (SEAL)

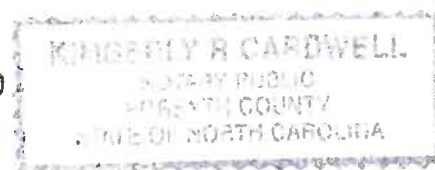
Adam P. Sain Printed Name

VICE PRESIDENT Title

Subscribed and Sworn to Before me this 14th Day of January, 2020.

Notary Public: Kimberly R. Cardwell

My Commission Expires: 8-15-23 (SEAL)



ADDENDUM #1

ARBORETUM IRRIGATION, IF21181

**BIDS WILL BE RECEIVED UNTIL
1:00 PM, January 29, 2021**

At bids@cityofws.org
OR deliver to:
CITY/COUNTY PURCHASING
CITY HALL ROOM 324
101 NORTH MAIN STREET
WINSTON-SALEM, NC 27101

January 25, 2021

Please acknowledge receipt of this Addendum and include with your bid proposal.

Darren Redfield
Construction Specialist

CONSOLIDATED LANDSCAPERS, INC.
Company

Authorized Signature

1/26/2021
Date

BID CLARIFICATIONS

The following clarifications/changes are hereby made to the bid specifications and requirements. In addition, responses are hereby given to pre-bid attendee questions.

1. Question: Are we still to install ball valves and 2-wire loops at all future valve locations? If so, can you produce a plan with all future valves labeled or highlighted? **Response:** Yes, locate these valves in a valve box at hydrant locations shown on drawings. (13 hydrant locations + 13 ball valves). Since each hydrant will have its own isolation valve, future zones of irrigation can be tied into the branch line leading to each hydrant.
2. Question: Are we to remove all existing irrigation that is no longer in use, or only the material that is in the path of the new installation? **Response:** Only the existing irrigation in the path of new construction needs to be removed.