

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: MARCH 9, 2015 AGENDA ITEM NUMBER: 9

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATE ACCEPTING THE WORK PERFORMED ON THE TRIAD PARK PHASE 8 CONSTRUCTION PROJECT AND DESIGNATING THE PROJECT AS SUBSTANTIALLY COMPLETE (PARKS AND RECREATION DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley Watts, Jr. /cdh* DATE: March 4, 2015
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A CERTIFICATE ACCEPTING
THE WORK PERFORMED ON THE TRIAD PARK PHASE 8 CONSTRUCTION
PROJECT AND DESIGNATING THE PROJECT AS SUBSTANTIALLY COMPLETE
(PARKS AND RECREATION DEPARTMENT)**

WHEREAS, on February 13, 2015, Woolpert, Inc. ("the Architect") determined that the Triad Park Phase 8 Construction Project, which included an amphitheater stage, restroom building, large/group picnic shelter, small/lower picnic shelter, parking lots, access drive, disc golf course and associated site furnishings, utilities, lighting, and landscaping, was substantially complete and could be utilized for the purposes for which it was constructed; and

WHEREAS, the Contractor will complete or correct the work on a list of items to be completed or corrected in the estimated amount of \$5,000 within thirty (30) days from the date of substantial completion; and

WHEREAS, County staff recommends the County Manager be authorized to execute, on behalf of Forsyth County, the necessary documents to accept the Triad Park Phase 8 Construction Project as substantially complete and to approve payment to the Contractor for the portions of the work which have been completed and final payment to the Contractor upon completion of the list of items to be completed or corrected;

NOW, THEREFORE, BE IT RESOLVED by the Forsyth County Board of Commissioners, upon recommendation of Woolpert, Inc., that the County Manager is hereby authorized to execute, on behalf of Forsyth County, the attached Certificate of Substantial Completion to accept the Triad Park Phase 8 Construction Project as substantially complete, and approve payment to Hodgin Construction Company, the Contractor for the portions of the work which have been completed, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that the County Manager is hereby authorized to approve final payment to Hodgin Construction Company, the Contractor on the Project, in the estimated amount of \$5,000 upon recommendation of the Architect and County staff and subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this 9th day of March 2015.



AIA[®]

Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:

(Name and address)

Triad Park Phase 8 Construction652
West Markert Street
Kernersville, NC 27284
NC 27284

TO OWNER:

(Name and address)

County of Forsyth
201 North Chestnut Street
Winston Salem, NC 27101

PROJECT NUMBER: 073117/

CONTRACT FOR: General Construction

CONTRACT DATE: April 1, 2014

TO CONTRACTOR:

(Name and address)

Hodgin Construction Company
3226 Pinecroft CT
PO Box 7877
Greensboro , NC 27407

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

All improvements as set forth in the Contract Documents. (including but not limited to, amphitheater stage, restroom building, large/group picnic shelter, small/lower picnic shelter, parking lots, access drive, disc golf course and associated site furnishings, utilities, lighting, and landscaping.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

per contract 1-year from completion

Date of Commencement

February 9, 2015

Woolpert, Inc

ARCHITECT

[Signature]
BY

February 13, 2015

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$5000.00

(Witheld for turf repairs to be reviewed at a date mutually agreed upon by owner & contractor . Work on the turf repairs will be completed within 30 days of the review)

The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Hodgin Construction Company

CONTRACTOR

[Signature]
BY

2-18-15

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

County of Forsyth

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)