

JACKSON COUNTY MUNICIPAL GRANT APPLICATION FORM

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MUNICIPALITY : VILLAGE OF FOREST HILLS

DATE OF APPLICATION: January 5, 2023

PROJECT NAME: ~~BEAUTIFICATION~~ ENHANCEMENT OF VILLAGE ENTRANCE AND ROADS

PROJECT DESCRIPTION

The proposed "ENHANCEMENT ~~Beautification~~ of the Village Entrance" will not only enhance the village but also will be a benefit to Jackson County due to its location directly across the highway from the WCU Ramsey Center. This is an area that brings in thousands of visitors every year for WCU cultural and athletic functions; it is currently a "big woody weed patch."

The village entrance has north and south sides; currently the north side is an attractive and ~~well groomed site while~~ the south side is not maintained. The Village recently negotiated the purchase of the south side parcel and has requested B.H. Graning Landscapes, Inc., for a bid to clean and replace the brushy weed patch with grass turf. Subsequently, the village plans to add shrubbery and to contract with B. H. Graning Landscapes for continuous care. (please see enclosed bid)

In addition there are several roadside conditions that require tree and brush removal. Please see enclosed bid.



Design Contract Agreement

B. H. Graning Landscapes, Inc.
 64 Bella Road, Sylva, NC, 28779
 68 N. Main Street, Canton, NC 28716
 Federal Tax ID: 30-0307223
 NC Landscape Contractor # CL0351
 NC Irrigation Contractor # 1280
 NC General Contractor # 81815
 Phone/Fax: (828) 586 8303

Jobsite Address

Name Village of Forest Hills
 Street
 City Cullowhee
 State NC
 Zip 28723
 County Jackson
 Phone 828 508 3043 (Jim Wallace)
 Alt Phone
 Email fern.man13@gmail.com

Bill to:

Name
 Street
 City
 State
 Zip
 County
 Phone
 Alt Phone
 Email stephanie@villageofforesthills.org

BID #	vii121622r1
Date:	12/17/2022
Job Code #	M: 01 RC:
Estimate by:	BG

Village of Forest Hills Landscape Improvement Proposals

Item	From	To
<p>Complete community-wide landscape Improvements as per site visit with Dr. Jim Wallace 12/16/2022.</p> <p>1) Landscape Maintenance Division</p> <p>A. Roadside Cleanup Scope of work to include shoulder debris cleanups throughout community (inclusive of DOT maintained portions) required to re-establish shoulders and remove all low hanging limbs throughout. All generated organic material will be chipped / blown into surrounding woodline.</p> <p>Labor and Material Budget:</p> <p style="text-align: right;">\$1,885.00</p> <p>B. Entrance Cleanup Scope of work to include underbrushing and site cleanup for future landscape improvements and lawn expansion at intersection of North and South Country Club / Hwy 107. Existing 2 Red Cedars to remain and all generated organic material greater than 1" caliper to be hauled off upon completion. Entire area to be hydroseeded with tall fescue / Winter rye blend late Winter / Early Spring 2023 in order to establish new lawn area (line item below).</p> <p>Labor and Materials:</p> <p style="text-align: right;">\$2,115.00</p>		
<p>Pictures of similar work can be found online at www.bhlandscapes.com https://photos.app.goo.gl/95ncSpkiCAqZiBA67</p>		

NOTE: Due to COVID-19 complications, all material pricing is subject to change, we will confirm pricing before we start and notify you if any additional charges are required. Thank you for your understanding.

	from	to
Totals	\$0.00	\$4,000.00
Deposit	15%	\$600.00

THIS DESIGN CONTRACT (the "Contract") is made and entered on
by and between, B. H. Graning Landscapes, Inc., 64 Bella Road, Sylva, NC 28779, (the "Contractor"),
and Village of Forest Hills (the "Owner"); collectively the "Parties."

Saturday, December 17, 2022

General Provisions

- 1. **Billing:** The Contractor will submit invoices to the Owner for the program services and excavation services (collectively, "Services") during construction phase of Services. All invoices are due within 30 days of the date of invoice. If Owner's account is past due, the Contractor may, without notice, suspend its obligation to perform Services until the Contractor receives all amounts past due and owing. During the period of such suspension, the Owner agrees and understands that the Contractor will not be liable for any costs or damages, including but not limited to consequential damages to the Owner or any other party that may arise from or be related to such a suspension of Services.
- 2. **Dispute Resolution:** In the event of a dispute, the Parties agree to first submit to mediation through a local mediation service, such as **Mountain Mediation Services in Sylva, NC**, to resolve the dispute. All actions are to be mediated/litigated in Jackson County, NC.
- 3. **Outstanding Fees:** The Owner agrees to pay all costs incurred by the Contractor to collect past due amounts including collection agencies, and all reasonable attorney's fees. All invoices not paid within 30 days of completion of services are subject to a finance charge of 1.5% monthly and will void all warranties.
- 4. **Warranty:** Final payment for Services is due within 30 days of billing upon completion of work or warranty will void.
- 5. **Independent Contractor:** The Contractor shall perform the Services (as defined below) as an independent contractor and not as an employee of the Owner.
- 6. **Insurance:** The Contractor will maintain the following types of insurance: worker's compensation, complete automotive coverage, and general liability. The Contractor will provide the Owner evidence of insurance before commencing Services and upon request of the Owner.
- 7. **Limitation of Liability/Indemnification:** The Owner shall indemnify, defend and hold harmless the Contractor, its employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the Contractor incurs as a result of a claim or claims brought by the Owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the Owner's involvement with the premises or the Services, including but not limited to personal injuries resulting from slip and fall accidents.
- 8. **Owner Obligations:**
 - a. **Access to Premises:** The Owner will provide the Contractor with access to the premises to perform the Services.
 - b. **Incidents on premises:** For any and all, actual or alleged, incidents resulting in potential or apparent injury or damage, the Owner will notify the Contractor promptly and assist in obtaining details and information required for the Contractor's preparation of a defense. The Owner agrees that if the Owner fails to promptly notify and assist, the Owner will indemnify, defend and hold harmless the Contractor for any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arising from the incident.
- 9. **Contract Cancellation:** Either party may terminate this Contract for any reason with 30 days written notice to the other party. Contracts that require a 15% nonrefundable deposit will forfeit that deposit if the Contract is cancelled by customer (Owner).
- 10. **Notices:** For purposes of this Contract, all notices required to be in writing hereunder shall be deemed to have been given duly given when delivered personally or by overnight courier with a receipt obtained therefore or when mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed, to the address of the party as set forth on the signature page hereof, or to such other address as either party may furnish to the other in writing in accordance with this section, except that notices of changes of address shall be effective upon receipt.
- 11. **Authority:** Any individual who signs this Contract on behalf of the Contractor or the Owner represents, promises, and guarantees that he or she is fully authorized to execute this Contract on behalf of his or her employer or company. In the case of an agent of the Owner of the premises, such agent represents, promises, and guarantees that such agent is fully authorized to execute this Contract on behalf of the Owner of the premises.
- 12. **Severability:** If any provision of this Contract shall be found to be invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other provisions of this Contract, which shall be construed, reformed and enforced to affect the purposes of this agreement to the fullest extent permitted by law.
- 13. **Other:** This Contract: a) shall be governed by and construed under the laws of the state of North Carolina, without application of principles of conflicts of laws; b) shall constitute the entire agreement of the parties with respect to the subject matter hereof, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between the parties in such respect; c) may be amended, modified or terminated, and any right under this agreement may be waived in whole or in part, only by a writing signed by both Parties; d) contains headings only for convenience, which headings do not form part of, and shall not be used in construction of the Contract; e) shall bind and inure to the benefit of the Parties.

Specific Provisions

Fees; _____
 ##### Specifications/scope: As per Attachment(s): vil121622r1

Design & Installation

Terms & Conditions

Terms:

_____ Fifteen percent (15%) non refundable deposit due upon signing contract. Remainder of balance to be paid upon subsequent progress billings reflective of completed scope. initial \$600.00

Conditions:

- This bid is based on engineering information provided by _____ at _____.
- Vandalism or theft of Hardscape materials, lines and grades, backfill and excavating, unless specified on bid sheets are not included in bid.
- Drainage problems that develop or become evident and are not specified on the plans or additions to the specifications sheet are not included in this price.
- All work is to be performed in a professional manner according to standard horticulture, engineering, and construction standards.
- Any alterations, deletions or additions from original specifications will be executed upon orders from the client, architect, or engineer and may constitute a change in the stated bid below.
- Upon nearing completion of the job, client will be informed. Final details should be discussed with job foreman or contact B. H. Graning Landscapes, Inc., office so all work can end simultaneously and satisfactory.

**Jackson County
Municipal Grant Application Form**

Purpose

The purpose of the Municipal Grant Program is to assist the municipalities of the county with the implementation of worthy projects that will directly benefit not only the citizens of the municipality, but all the citizens of Jackson County.

Calendar

Applications for the Municipal Grant Program will be accepted until 5:00 p.m. on January 5th, 2023. In order to be considered, a representative of the municipality must present the request to the Board of Commissioners during the January 10th, 2023 work session. Grant awards will be announced at a later meeting.

Grant Amount Available

\$20,000 has been earmarked for the Municipal Grant Program. Individual grant requests are limited to a maximum of \$5,000 per municipality.

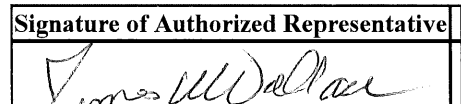
Municipality:
Date of Application:
Project Name:
Project Description:
<small>Use Extra Paper If Necessary</small>

Page 1 of 2

Budget Information/Breakdown of Expenses	
Cost Classification:	Cost:
Administrative & Legal	/
Acquisition of Land, ROW, etc.	/
Architectural & Engineering fees	/
Site Work	4,000
Demolition	/
Equipment	/
Construction	/
Grant Match	/
Other (please specify)	
Please note BH Granting bid	
Total Project Cost	4,000

Source of Funding	Amount	% of Total
Federal		0
State		0
Local Jackson Co		100%
Program Income		
Other (please specify)		
Total		

Printed Name of Authorized Representative	Title
James Wallace	Mayor

Signature of Authorized Representative


Mayor