

## FORM OF DESIGN BUILD CONSTRUCTION CONTRACT

THIS AGREEMENT, made the \_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_\_\_ by and between **AstroTurf Corporation, a foreign profit corporation organized and existing under the laws of the state of Georgia, with a Principal Office Address of: 2680 Abutment Road SE, Dalton, GA, 30721, USA**, hereinafter called the Party of the First Part (the “Design-Builder”) and Buncombe County, a body politic and corporate organized under the laws of the state of North Carolina, hereinafter called the Party of the Second Part (the “Owner”).

### W I T N E S S E T H :

That the Party of the First Part and the Party of the Second Part for the consideration herein named agree as follows:

#### 1. Scope of Work:

- a. Preconstruction Phase: The Party of the First Part, in consultation, direction, and/or acceptance from the Party of the Second Part, as stated in the General Conditions and from the defined scope of work of the project below, shall determine programmatic needs of the Party of the Second Part, furnish and deliver a complete design for the project including but not limited to architectural and engineering specifications and drawings. Design shall be reviewed and approved by all parties and, at a minimum the reviews shall consist of those of the Party of the Second Part and its General Services Director and/or said Director’s designee. The Party of the First Part shall comply with all design guidelines and criteria commensurate with applicable industry and/or trade standards and all design guidelines and criteria of the Party of the Second Part. The Party of the First Part shall provide all required testing and exploration required for the project. The Party of the First Part shall provide a detailed cost estimate to the Party of the Second Part at each phase of design.

Project Name: **Buncombe County Sports Park AstroTurf Synthetic Turf Installation**

Project Scope of Work (See attached “**Buncombe County Sports Park Scope of Work**” dated **April 28, 2020**, written on AstroTurf Corporation letterhead.

- b. Construction Phase: The Party of the First Part shall furnish and deliver all materials, and perform all of the work in the manner and form as provided by the approved design drawings and specifications from the Preconstruction Phase, and those items not on the approved design to ensure the project is functional and complete. These plans, specifications and documents to be titled “**The Buncombe County Sports Park AstroTurf Project Contract Documents**,” are attached hereto and made a part hereof as if fully contained herein (*such documents may include: advertisements; Instructions to Bidders; General Conditions; Supplementary General Conditions; specifications; accepted proposal; contract; performance bond; payment bond; power of attorney; workmen's compensation; public liability; property damage and builder's risk insurance certificates*):
  - i. **Buncombe County Sports Park Scope of Work dated April 28, 2020, written on AstroTurf Corporation letterhead**
  - ii. **Buncombe County Sports Park AstroTurf Installation Preliminary Schedule dated January 3, 2020, entitled “Project: BCSP Preliminary Sche”**
  - iii. **Buncombe County Design Build Construction Contract General Conditions of the Contract Revised January 29, 2020**
  - iv. **AstroTurf Certificate of Insurance**
  - v. **Performance Bond (if desired by County) - See fillable form below.**

2. That the Party of the First Part shall commence work to be performed under this agreement on a date to be specified in a written order of the Party of the Second Part and shall fully complete all work hereunder within **150** consecutive calendar days from said date. The Party of the First Part, as one of the considerations for the awarding of this contract, shall furnish to the Party of the Second Part a construction schedule setting forth planned progress of the project broken down by the various divisions or part of the work and by calendar days as outlined in Article 14 of the General Conditions of the Contract.
3. The Party of the Second Part hereby agrees to pay to the Party of the First Part for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Preconstruction Phase: All design work including plans, specs, and all permitting as shown in the Scope of Work attached. (\$245,000 ).

Construction Phase: to be determined after completion of the Preconstruction Phase or at an earlier time at the Party of the Second Part's discretion. The additional cost and contract time will be amended by change order to this contract.

Summary of Project Costs:

|                               |    |                                |
|-------------------------------|----|--------------------------------|
| Total Project Budget:         | \$ | <u>Not to Exceed 3,500,000</u> |
| Preconstruction/Design Phase: | \$ | <u>245,000</u>                 |
| Construction Phase:           | \$ | <u>TBD by Change Order</u>     |

4. In accordance with Article 31 and Article 32 of the General Conditions of the Contract, the Party of the Second Part shall review, and if approved, process the Party of the First Part's pay request within 30 days upon receipt. The Party of the Second Part, after reviewing and approving said pay request, shall make payments to the Party of the First Part on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the First Party, less five percent (5%) of the amount of such estimate which is to be retained by the Second Party until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Second Party. The Second Party may elect to waive retainage requirements after 50 percent of the work has been satisfactorily completed on schedule as referred to in Article 31 of the General Conditions.
5. Upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills and other costs incurred by the First Party in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within thirty (30) days after the completion by the First Party of all work covered by this agreement and the acceptance of such work by the Second Party.
6. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Second Party shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the First Party shall, at its expense, within five (5) days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Second Party. In such event no further payment to the First Party shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

7. The Party of the First Part attests that it and all of its subcontractors have fully complied with all requirements of NCGS 64 Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).
8. Notwithstanding Article 23 of the General Terms, for each day that the project site subgrade is wet to the point that work must be delayed, the Party of the First part may delay such work. In the event of such delay, the Party of the First Part shall inform the Party of the Second part if the delay in writing and a day will automatically be added to the final completion date.
9. The following exclusions apply to this contract (Unless included in the Scope of Work-attached):

Design Phase Exclusions:

- Printing / Mailing fees and Plan Copy fees (reimbursable expenses)
- 3-D modeling for presentations
- Extensions and/or modifications of any off-site utilities including systems capacity analysis
- NCHA Entrance Permits
- NCHA Road improvements
- NCHA Temporary Occupancy Permit

Construction Phase Exclusions:

- Any survey, layout, certification, testing, or inspection costs, other than those associated with visual base inspection
- Alternating panels
- Custom colors
- Any sports equipment/maintenance equipment not stated in scope
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Repair or patching of any existing concrete or asphalt paving (Unless damaged during construction)
- Supply and/or installation of electrical lines
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb. excavator

{Signature Pages Follow}

NOW THEREFORE, the parties hereby make, agree, and execute this Contract by the below signatures of duly authorized officials or agents.

DESIGN BUILDER

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the county and State aforesaid, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day and voluntarily acknowledged the due execution of the  
foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

BUNCOMBE COUNTY

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the county and State aforesaid, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me this day and voluntarily acknowledged the due execution of the  
foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control  
Act.

\_\_\_\_\_

Buncombe County Finance Director

## FORM OF PERFORMANCE BOND

Date of Contract: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Name of Principal (Design Builder): \_\_\_\_\_

\_\_\_\_\_

Name of Surety: \_\_\_\_\_

Name of Contracting Body: Buncombe County, a body politic and Corporate

Amount of Bond: \_\_\_\_\_

Project: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety, a surety company authorized to do business in North Carolina, above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*{Signature Pages Follow}*

NOW THEREFORE, the parties hereby make, agree, and execute this Performance Bond by the below signatures of duly authorized officials or agents.

DESIGN BUILDER

WITNESS

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

SURETY COMPANY

WITNESS

\_\_\_\_\_,  
A Company Licensed to do Business in N.C.

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

(Surety Corporate Seal)

REGISTERED AGENT  
(An authorized agent of the Surety Company who is licensed to do business in North Carolina must Countersign)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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



The first name in turf  ...and all that's around it.

January 6, 2020

## Buncombe County Sports Park Scope of Work

**Project:** Buncombe County Sports Park

**Location:** Buncombe County, North Carolina

**Scope of Work:** Conversion of (3) Natural Grass Fields to Synthetic Turf and Construction of Natural Grass Multi-Purpose Field

AstroTurf Corporation appreciates the opportunity to provide you with a general scope of work for **AstroTurf Synthetic Turf** to be installed at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope includes all labor, materials, tools and equipment necessary to design and install in-place the synthetic turf applications (in accordance with our published product specifications) and described as follows:

### AstroTurf Rhino SF 42 – 2.25"

#### Drainage Base Construction

- Engineering and stamped drawings
- Erosion control plan and implementation
- Excavate field area with on-site disposal (finish grade to match proposed elevations)
- Grade subgrade utilizing laser-guided equipment
- Provide and install concrete curb and wooden nailer board around the perimeter of the fields
- Provide and install 4 oz geotextile fabric over sub grade and in trenches
- Provide and install perforated HDPE collector lines and tie into existing drainage structure(s)
- Provide and install nyloplast drainage basins as needed
- Provide and install 1" x 12" flat pipe
- Electrical comm boxes and conduit as required
- Provide and install designed depth of #57 stone, laser grade and compact
- Provide and install designed depth of finishing stone, laser grade and compact
- Provide and install new perimeter fencing for Field 8
- Construction of proposed bio-retention area
- Construction of proposed asphalt trail and concrete pads
- All base work must be fully accessible at one mobilization, if not additional mobilization charges may apply



2680 Abutment Road, Dalton, GA 30721  
TF. (800) 723-TURF (8873) help@astroturf.com



### **Synthetic Turf Inclusions**

- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf Synthetic Turf System** by **AstroTurf**-certified crews (purchase of synthetic turf is to be by owner)
- Install one of the approved shock pad products identified in the specifications (purchase of pad is to be by owner)
- Inlaid markings for the sport of soccer
- All seams and inlays to be installed using AstroFusion Pro cold glue
- An infill of ambient rubber and silica sand at the manufacturer-approved weights and ratios for the selected **AstroTurf Synthetic Turf System**
- (1) Turf groomer
- (1) G-Max test upon completion
- **AstroTurf's Standard (8) Year Warranty**
- Private/Non-Prevailing wages
- Cleanup and disposal of our debris into dumpsters
- Pricing is based on standard color palette
- AstroTurf employs an ASBA Certified Field Builder – Synthetic Fields on staff

### **Multi-use Field (Natural Turf), Yalp Toro, Challenge Course and Athletic Agility Course**

- Provide and install necessary erosion control measures
- Excavation and cut/fill to achieve design grades and elevations
- Amend existing soil with necessary amendments and bleccovate into existing soils
- Laser grade to specified tolerances
- Provide and install sod/sprigs/seed as required

### **Field 8 Parking Lot Reconfiguration**

- Excavation and cut/fill to design grades and elevation
- Concrete curbing for islands
- Stormwater piping and structures
- Asphalt pavement with required stone sub-base
- Parking lot striping

*Based on the preliminary information provided in the RFQ and our review of the budget provided by LDD Sports, we agree that a budget of \$3.5 million to \$4 million is appropriate at this time.*





# AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board  
Has Conferred Upon*

**Michael Jones**

*The Designation*

***CERTIFIED FIELD BUILDER***



FOR EFFORTS TO RAISE THE PROFESSIONAL  
STANDARDS OF FIELD CONSTRUCTION AND  
FOR HAVING SUCCESSFULLY FULFILLED THE  
CONDITIONS OF ELIGIBILITY AND PASSED THE  
REQUIRED EXAMINATION.

In witness whereof we have set our hands on  
this 7<sup>th</sup> day of December, 2017

Certification expires: December 31, 2020

Executive Director

Certification Chairman

Sheet for Attaching Insurance Certificates

License Year

2019

License No.

79686

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

AstroTurf Corporation, T/A  
APT Acquisition Construction Corp.  
Dalton, GA

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Unclassified

until

December 31, 2019

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2019

This certificate may not be altered.



  
Chairman

  
Secretary-Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT B

DATE (MM/DD/YYYY)  
10/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |
|--|---|
| <b>PRODUCER</b><br>Marsh USA, Inc.<br>9830 Colonnade Blvd, Suite 400<br>San Antonio, TX 78230<br>Attn: ROW.CertRequest@marsh.com                           | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b>   |
| CN101698435-STND-GU-18-19  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Zurich American Insurance Company<br><b>INSURER B:</b> American Guarantee and Liability Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
| <b>INSURED</b><br>APT Advanced Polymer Technology Corp.<br>AstroTurf Corporation<br>Synthetic Turf Resources Corp.<br>109 Conica Lane<br>Harmony, PA 16037 | <b>NAIC #</b><br>16535<br>26247   |

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003402251-07 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GLO825004706  | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 1,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | AUC825004806  | 01/01/2018              | 01/01/2019              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER**

AstroTurf Corporation  
2680 Abutment Road  
Dalton, GA 30721

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Katherine Dever

*Katherine Dever*

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