

AMENDMENT TO THE  
DESIGN BUILD CONSTRUCTION CONTRACT  
BETWEEN BUNCOMBE COUNTY AND  
ASTROTURF CORPORATION

THIS AMENDMENT amends that certain Agreement made and entered into the 20<sup>th</sup> day of August, of 2022 by and between **AstroTurf Corporation, a foreign for 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 valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, hereby agree to the following:

1. That the last sentence of Section 1(a), “Project Scope of Work,” is deleted in its entirety and replaced with the following:

Project Scope of Work: See attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.

2. That Subparts (b)(i) through (b)(v) of Section 1 are deleted in their entirety and replaced with the following:

- i. The attached relevant portions of the Buncombe County Sports Park Scope of Work dated January 27, 2022, written on AstroTurf Corporation letterhead.
- ii. Buncombe County Sports Park AstroTurf Installation Preliminary Schedule dated January 27, 2022, entitled “Project: BCSP Preliminary Schedule, January 27, 2022.”
- iii. Buncombe County Design Build Construction Contract General Conditions of the Contract Revised January 29, 2020
- iv. AstroTurf Certificate of Insurance
- v. Performance Bond

3. That Section 3 is deleted in its entirety and replaced with the following:

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. (Not to exceed \$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 \$4,754,726.00</u>
Preconstruction/Design Phase:	<u>\$245,000</u>
Construction Phase:	<u>\$4,509,726.00</u>

If there is any conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail. All provisions not amended remain in full force and effect.

*{Signature Pages and Scope of Work on Following Pages}*

NOW THEREFORE, the parties hereby make, agree, and execute this Amendment 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

# AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

**AstroTurf**  
FIELDS

**Rekortan**  
TRACKS

**Laykold**  
COURTS

**SYNLAWN**  
LANDSCAPE

**Buncombe County Sports Park Scope of Work**  
**Based on Plans Dated 12.13.21 Estimate**

**January 27, 2021**

**Project:** Buncombe County Sports Park

**Location:** Buncombe County, North Carolina

**Scope of Work:** Conversion of (3) Natural Grass Fields to Synthetic Turf

AstroTurf Corporation appreciates the opportunity to provide you with a proposal based on **12.13.21 plans** for site work and **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:

## **Construction Phase**

**Based on Plans dated 12.13.21 cost estimate is:**

**\$4,491,601.<sup>00</sup>**

### **Water Line and Associated Work**

~~**\$208,399.<sup>00</sup>**~~

DID NOT ACCEPT  
Water Line and  
Associated Work  
Not In Contract  
Value

- 950 lf of 6" DIP water line
- Tie to existing water supply
- (1) Fire hydrant
- 400' of 3" PVC
- 200' of 2" PVC
- 800' of ¾" water line
- (1) RPZ (location to be determined)
- Install (1) 2" Meter, **METER BY CITY, NOT INCLUDED** (location to be determined)
- 1" ARV Assembly (location to be determined)
- (3) Water Filling Stations
- Testing
- **Plans have been submitted to Permitting Department, pricing will need to be revised once final plans have been approved.**

### **AstroTurf Rhino SF 42 – 2.25"**

#### **Erosion Control**

- Construction entrance
- Temporary sediment basins
- Super silt fence

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- Rock check dams
- Diversion Dikes
- Stone Spillways
- Tree protection
- Inlets protection

#### **Demo**

- Cut and cap irrigation
- Remove per plans:
  - Asphalt drive and parking lot
  - Fencing
  - Concrete steps
  - Signs
  - Frisbee Structure
  - Waterline
  - Guardrail rail
  - Existing trees
  - 12" CMP (pipe) and 15" CPP (pipe) and structures

#### **Sitework**

- Provide and install new 15 ft and 10 ft perimeter fencing for Fields 1 & 2 and Field 8
- (2) sets of concrete steps, handrails and landings.
- Asphalt parking lot, curb and gutter, wheel stops, and stripping
- Landscape mulch and trees in islands of parking lot
- Asphalt trail
- Stormwater piping and concrete structures as specified
- Bioretention, associated materials and sod

#### **Drainage Base Construction**

- Excavate field area to balance the site
  - Lower Field 1 and 2 by .63 ft, to achieve a balance site
- Grade subgrade utilizing laser-guided equipment
- Provide and install 12" x 12" 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
- Provide and install 4" perforated HDPE pipe per plans
- Field 1 & 2 stormwater
  - Trench #1: 494' long x 41' wide
  - Trench #2: 494' long x 41' wide
- Field 8 stormwater
  - Trench: 374' long x 41' wide



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- Excavated fill material for stormwater trench as considered useable of compactable fill in order to achieve a balanced site.
- Provide and install of 6" of #57 stone, laser grade and compact
- Provide and install of 2" finishing stone, laser grade and compact

#### **Synthetic Turf Inclusions**

- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf Synthetic Turf System** by AstroTurf-certified crews
- Installation of Brock SP 14 pad
- Inlaid markings for the sport of (2) soccer on fields 1 and 2 and (1) soccer on field 8
- 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

***Construction Plans have been submitted to Permitting Department; should scope of work change due to permitting, Cost Estimate will need to be revised once final plans have been approved.***

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:  
Michael Jones  
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(336) 479-0462

Submitted By:  
Garrett Bare  
[gbare@astroturf.com](mailto:gbare@astroturf.com)  
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*\*\*AstroTurf is only bound to the price, scope, schedule, and conditions of this proposal. AstroTurf reserves the right, to revise this proposal prior to issuing a final, binding contract in the event the scope of the subject project changes and/or market conditions affect material or freight cost. AstroTurf expressly excludes any liquidated or actual damages or material price increases caused by industry-wide shortages in materials or labor. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation**, and it should not be shared by you with any 3<sup>rd</sup> parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time material and freight costs may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!*

### **Exclusions**

- Engineering and Design
- Offsite disposal of soil
- Import of fill material
- Custom colors, graphics, or other line packages not included in scope
- Any sports equipment/maintenance equipment not stated in scope
- Prevailing/ Union Wages
- Fees and/or permits of any kind
- Any and/or all synthetic track surfacing
- All brick and/or masonry work
- Electrical / Lights
- Provision or installation of any scoreboards, clocks, etc. not stated in scope
- Exclude excavation, disposal, or replacement of any unstable/unsuitable soils
- Repair or patching of any existing concrete or asphalt paving
- Locating, relocation, removal, and/or repair of any existing utilities
- Supply and/or installation of electrical lines
- Liquidated damages surcharges
- Rock/difficult excavation or trenching unable to be performed utilizing a 12,000 lb excavator
- Anything not specifically included in stated scope of work



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## ADENDUM

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COURTS

**SYN LAWN**  
LANDSCAPE

**Buncombe County Sports  
Water Line Design**

**April 30, 2021**

**Project:** Buncombe County Sports Park  
**Location:** Buncombe County, North Carolina  
**Scope of Work:** Water Line Design Change Order

AstroTurf Corporation appreciates the opportunity to provide you with a proposal for **Water Line Design** at **Buncombe County Sports Park** in **Buncombe County, North Carolina**. Our scope is described as follows:

**Water Line Design Change Order Cost:** **\$18,125.<sup>00</sup>**

### Project Understanding

It is our understanding that the Client requests the fire flow analysis and design of a master water meter and backflow preventer on Captains Drive. This meter will service two fire hydrants, 3 water bottle filling stations, one proposed restroom facility, one existing maintenance facility and restroom / concession building along with a 931 LF proposed 6" waterline extension.

### Scope of Services

Provide the services specifically set forth below:

1. Evaluate Daily Demand
  - o Calculate peak domestic demand and average daily demand for all facilities included in the proposed water system.
2. Examine Existing Water Infrastructure
  - o Use information provided by the utility Owner, as well as performed flow and pressure tests, topographic contours, and survey data to evaluate existing conditions.
3. Analyze the Proposed Site Plan
  - o Coordinate with the project MEP engineer to determine proposed water system design plans, constraints, and relation to existing site and water system.
4. Perform Hydraulic Calculations
  - o Build and calibrate a Bentley WaterCAD V8i water model (with an iterative Hazen- Williams method) to determine the available fire flow while maintaining minimum pressure in the local water system and

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serving demands to the system.

5. Create Site Maps.
  - Provide vicinity, hydrant vicinity, and site model schematics.
6. Make Design Recommendations
  - Provide knowledge and recommendations on the required meter size, backflow preventor, and waterline size of proposed system.
  - Provide recommendations for design alternatives if adequate flow is not available.
7. Provide Technical Memorandum
  - Summarize the findings of the analysis in an engineering report that includes demand calculations, existing conditions, proposed system design, site maps, and summary of WaterCAD model results.
8. Quality Assurance and Control
  - Submit the analysis to the Client for review and address one round of comments prior to submission to the reviewing authority, if required.

## II. Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following: redesign of site plan, waterline replacement, hydrant flow test coordination, sanitary sewer improvements, irrigation design.

## III. Responsibilities of Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by AstroTurf and/or LDD Design during the project, including but not limited to the following:

1. Water System Information
  - Required fire flow for onsite hydrants
  - Size and material of existing and proposed waterlines
  - Any additional proposed waterline plans and connections
  - FDC requirements
2. Facility Information
  - Average and peak hour flows from the existing facilities
  - Expected average and peak hour flows for proposed facilities
  - Architectural and MEP plans for proposed restroom and maintenance facility
  - Fixture count of onsite facilities



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In addition to other responsibilities set out in this Agreement, the Client shall provide any information required to adequately model the existing fire flow system under the demands of the proposed site. If needed, Client must provide access to the site and assistance in coordinating flow tests or monitoring.

#### **IV. Services not included:**

Items excluded from this proposal include items not specifically provided in the above scope of services and are not limited to: Printing / Mailing fees and Plan Copy fees (reimbursable expenses); Any structural engineering design; Wetland delineation; Wetland mapping and permitting; 3-D modeling for presentations; Extensions and/or modifications of any off-site utilities including systems capacity analysis; Design of foundation; Soil remediation or Environmental impact studies; Irrigation system design; NCHA Entrance Permits; NCHA Road improvements; NCHA Temporary Occupancy Permit; Building structure design/permitting; Landscape Architecture design/permitting tasks such as planting plans; Land survey boundary plats; 3rd party geotechnical testing; sprinkler system design, Architectural Building design; Mechanical design/permitting; Plumbing design/permitting and Electrical Building design/permitting.

#### **V. Items to be provided by Client**

Consultant shall be entitled to rely on the completeness and accuracy of information provided by the Client or Client's designated representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services. The Client shall provide all information requested by Consultant during the project, including but not limited to the following for each project site:

- i. Plan submission and agency review and construction fees
- ii. As-built drawings (if available)
- iii. Existing Boundary Record Plat or Property Survey in CAD format (if available)
- iv. Critical grading concerns and required clearances
- v. Any proffers, development conditions, special exceptions and/or zoning conditions that may apply; title report; legal documents/deeds to accompany any required easement plats
- vi. Executed copy of this agreement.
- vii. Full and open access to each site.



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#### VI. Additional Services Available

*Additional services not listed specifically above can be provided at an additional cost. If requested, we will provide additional work authorizations for services such as but not limited to:*

- Additional Stormwater Control Measures / Stormwater Management Design and Coordination outside of project design.
- Additional Geotechnical Services as needed by Client or Contractor not specifically stated in scope of work above.
- Color exhibits and renderings.
- Additional Survey Tasks for the property outside of the project limits.
- Plan revisions requested by the client or the client's representative after site plan submission.
- Wetland delineation and Corps of Engineering confirmation.
- Wetlands permitting process
- Additional Civil design services for site, if needed
- Irrigation system and plan design
- Landscape Architecture
- Land survey boundary plats

#### VII. Client shall provide, at a minimum, the following items:

- All review agency fees and post any bonds that may be required.
- Permission to access the site for field evaluations and survey operations. Proper sign in procedures will take place by all parties upon arrival to site.
- Permission to access CAD Files of existing projects pertaining to the project site that are available.
- Permission to access As-built drawings of existing site area that are available.
- Permission to access any design information that will pertain to the design and construction of the project as outlined in the scope of work.

#### VIII. Anticipated Schedule:

The work associated with the above referenced scope of services will commence upon receipt of the signed and accepted proposal. The schedule of the approval of all permit(s) and related items will be dependent on the review agencies and processing timelines, however we will work with the plan review team, Owner and Contractors to assist in processing of the permit(s).

Thank you for the opportunity to provide this scope of work. We look forward to working with you!

Estimated By:  
Michael Jones  
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Submitted By:  
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AstroTurf reserves the right to revise the pricing contained in the proposal prior to final pricing in the event the scope of the subject project changes. Furthermore, this proposal contains confidential and proprietary information of **AstroTurf Corporation** and it should not be shared by you with any 3<sup>rd</sup> parties other than representatives or advisors retained by you. This proposal is valid for a period of 30 days, at which point in time **material and freight costs** may be re-calculated and are subject to change. Thank you for the opportunity to provide this proposal. We look forward to working with you!

### Exclusions

- Anything not specifically included in stated scope of work

*Sahar Wesley*  
6/29/2021

*Sahar Wesley*  
Asst. County Manager

*re: design change*  
*-Sull ~~re: design~~*  
*re: cost when gets to*  
*construction*



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