

RESOLUTION # _____

Resolution Authorizing the Execution of an Amendment to
the Design Build Construction Contract Between Buncombe
County and the Astroturf Corporation

WHEREAS, on July 21, 2020, the Buncombe County Board of Commissioners approved a contract with the Astroturf Corporation for the design and installation of artificial turf fields at the Buncombe County Sports Park as part of the Enka Recreation Destination project; and

WHEREAS, on or about August 20, 2020, Buncombe County and the Astroturf Corporation (collectively the “Parties”) executed an agreement the design and installation of artificial turf fields at the Buncombe County Sports Park as part of the Enka Recreation Destination project; and

WHEREAS, said agreement is attached hereto as “**Exhibit A**” and referred to herein as the “Agreement;” and

WHEREAS, the Parties now desire to modify the Agreement by updating the scope of the project and increasing the amount to be paid under the Agreement from \$3,500,000 to an amount not to exceed \$4,754,726.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Buncombe as follows:

1. That it hereby authorizes the execution of the amendment to the Agreement attached hereto as “**Exhibit B**” (the “Amendment”).
2. That the Chair, Vice Chair, and County Manager, or any of them, or their designee, acting individually or collectively, are hereby authorized, empowered and directed to take all actions necessary or appropriate in the judgment of such officers to accomplish the purposes and intents of this Resolution, including the execution and delivery of the Amendment and all other documents, agreements, instruments, further amendments and certificates contemplated by said Amendment and/or necessary to carry out the purpose of the Agreement and the spirit of this Resolution.
3. That, by and with the consent of the County Legal Department, County staff is hereby instructed to proceed with this undertaking and all acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above

shall be, and the same hereby are, in all respects ratified, approved and confirmed.

4. That this resolution shall become effective upon its adoption.

This the _____ of _____, 20____.

ATTEST

BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE

Lamar Joyner, Clerk

By: _____
Brownie Newman, Chair

APPROVED AS TO FORM

County Attorney

EXHIBIT A

FORM OF DESIGN BUILD CONSTRUCTION CONTRACT

THIS AGREEMENT, made the 20 day of August in the year of 2020 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").

WITNESSETH:

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:	\$	Not to Exceed 3,500,000
Preconstruction/Design Phase:	\$	245,000
Construction Phase:	\$	TBD by Change Order

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 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 AstroTurf Corporation

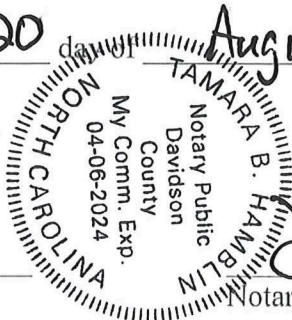
By: [Signature]
(Signature)
Joey Alexander
(Printed Name)
Authorized Signer
(Title)
8-20-20
(Date)

STATE OF NC
COUNTY OF Davidson

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

Witness my hand and notarial seal this 20 day of August, 2020

My commission expires: 4-6-24



Tamara B. Hamblin
Notary Public

BUNCOMBE COUNTY

By: Avril M. Pinder
(Signature)

Avril M. Pinder
(Printed Name)

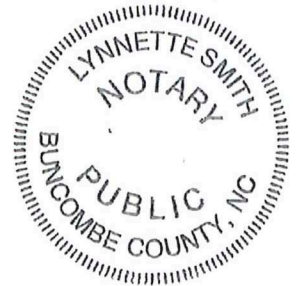
County Manager
(Title)

8/7/2020
(Date)

STATE OF North Carolina
COUNTY OF Buncombe

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

Witness my hand and notarial seal this 7th day of August, 2020



My commission expires: 5/18/2024

Lynette Smith
Notary Public Lynette Smith

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

Daniel P. H.

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.

AstroTurf.

Rekorian®





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 7th 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).

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230 Attn: ROW.CertRequests@marsh.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
CN101698435-STND-GU-18-19	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee and Liability Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED APT Advanced Polymer Technology Corp. AstroTurf Corporation Synthetic Turf Resources Corp. 109 Conica Lane Harmony, PA 16037	NAIC # 16535 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CI CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO825004706	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC825004806	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ 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 HOLDERAstroTurf 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

© 1988-2016 ACORD CORPORATION. All rights reserved.

Exhibit B

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

THIS AMENDMENT amends that certain Agreement made and entered into the 20th 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:

\$4,491,601.⁰⁰

Water Line and Associated Work

~~**\$208,399.⁰⁰**~~

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

AstroTurf.

AN
AstroTurf Corporation
GLOBAL BRAND

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

- 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



AN
AstroTurf Corporation
GLOBAL BRAND

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

- 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
mjones@astroturf.com
(336) 479-0462

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



AN
AstroTurf Corporation
GLOBAL BRAND

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

***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 3rd 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 recalculated 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



AN
AstroTurf Corporation
GLOBAL BRAND

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

ADENDUM

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf
FIELDS

Rekortan
TRACKS

Laykold
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: **\$18,125.⁰⁰**

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

AstroTurf

AN
AstroTurf Corporation
GLOBAL BRAND

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

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



AN
AstroTurf Corporation
GLOBAL BRAND

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

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.

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
mjones@astroturf.com
(336) 238-9060

Submitted By:
Garrett Bare
gbare@astroturf.com
(336) 468-7239



AN
AstroTurf Corporation
GLOBAL BRAND

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

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 3rd 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

Satish Wesley
6/29/2021

Satish Wesley
Asst. County Manager

re: design change
~~swell~~ *re: cost*
re: cost when gets to
construction



AN
AstroTurf Corporation
GLOBAL BRAND

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