

PROJECT MANUAL FOR:

**ASHEVILLE CITY SCHOOLS
IRA B JONES ELEMENTARY SCHOOL**

Grade 3-5 Playground
Buncombe County, NC

Bid Schedule

Issued for Bidding	May 23, 2023
Pre-bid Meeting (Optional)	May 30, 2023; 9am
Deadline to Submit Questions	May 31, 2023; 5pm
Final Addendum Issued	June 2, 2023
Bid Submissions Due	June 9, 2023; 3pm
Key Construction Milestone	Contractor demobilization by: August 18, 2023



Anchor QEA of North Carolina, PLLC
231 Haywood Street
Asheville, North Carolina 28801
828.281.3350

NOTICE TO BIDDERS

Sealed bids for this work will be received by:

Chris Pohlman
Asheville City Schools Central Office
85 Mountain St, Asheville, NC 28801

Please note on the envelope:

Bid: Attn: *Chris Pohlman*
Ira B Jones Elementary School Grade 3-5 Playground
(Contractor)
(License Number)

Bids will be received up to **3:00 PM, on June 9, 2023**, and immediately thereafter publicly opened and read aloud at **Asheville City Schools Central Office, 85 Mountain St, Asheville, NC 28801**.

Contractors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts. General Contractors must have general license classification for their respective trades.

No bid may be withdrawn after the opening of bids for a period of 30 days. The Owner reserves the right to reject any or all bids and waive informalities. Bids shall be made only on the BID/ACCEPTANCE form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

PRE-BID MEETING

An optional pre-bid meeting will be hosted by Anchor QEA of North Carolina, PLLC at **9:00 AM, on May 30, 2023**. Attendees will meet at the new swing set on the existing playground located adjacent to the parking at **Ira B Jones School Road, Asheville, NC 28804**.

SUBMISSION OF QUESTIONS

All questions concerning this bid should be submitted via email to:

<p><i>Robert Cork, PE</i> Anchor QEA of North Carolina, PLLC rcork@anchorqea.com</p>

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Design Documents;

Plan Set – Ira B Jones School 3-5

Playground

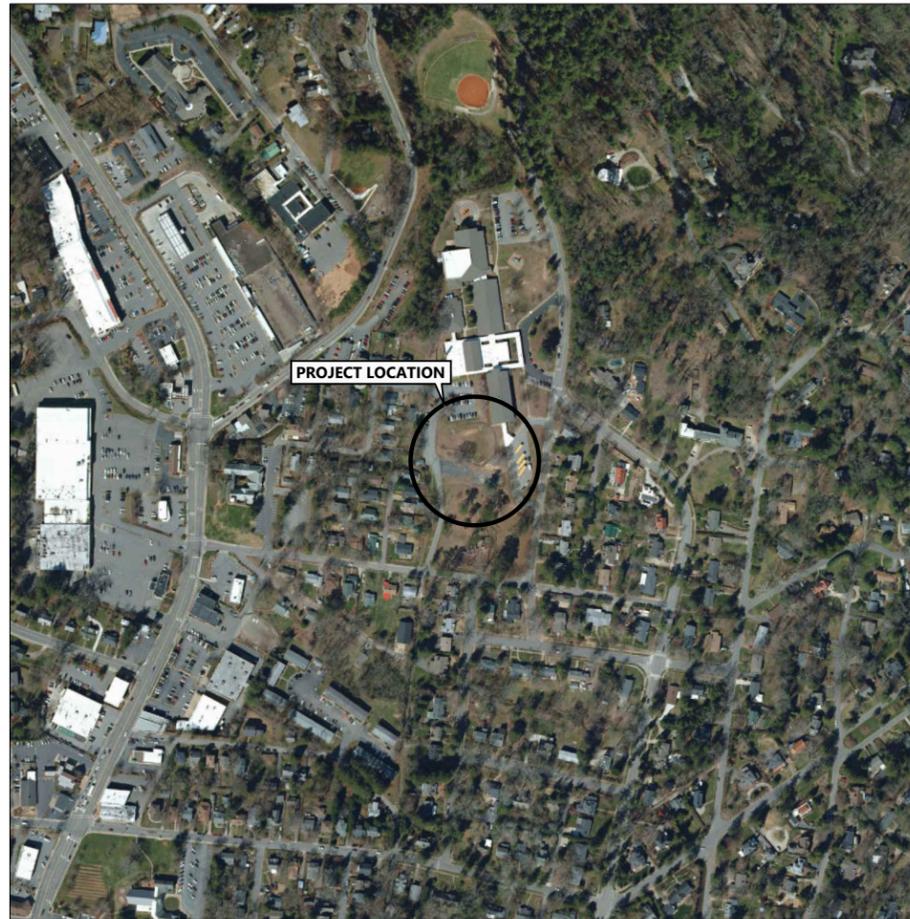
PERMIT AND BID SUBMITTAL

IRA B JONES SCHOOL 3-5 PLAYGROUND

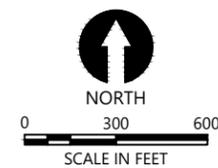
IRA B JONES ELEMENTARY SCHOOL



VICINITY MAP



LOCATION MAP



DRAWING INDEX		
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4	C2.0	PROPOSED SITE PLAN - OVERVIEW
5	C3.0	ENLARGED GRADING PLAN
6	C4.0	EROSION CONTROL PLAN
7	C5.0	SITE DETAILS
8	C6.0	SITE DETAILS

K:\Projects\2530-ira B Jones Elementary School\ira B Jones School 3-5 Playground\Construction Plans\2530-PL-001 (Cover-Notes).dwg G1.0

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"
ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

FOR BIDDING-NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY: _____
 SCALE: AS NOTED
 DATE: APRIL 2023

IRA B JONES SCHOOL 3-5 PLAYGROUND

COVER SHEET

G1.0

SHEET # **1** OF **8**

GRADING NOTES: (APPLICABLE TO ALL SHEETS)

- UNLESS OTHERWISE NOTED IN THESE PLANS, SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH APPENDIX J OF THE NC BUILDING CODE.
- THE SURFACE OF AREAS TO BE GRADED SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, TOPSOIL, AND OTHER UNSUITABLE MATERIALS, AND SCARIFYING THE GROUND TO PROVIDE A BOND WITH THE FILL MATERIAL.
- CUT AND FILL SLOPES (EMBANKMENTS) SHALL BE CONSTRUCTED IN ACCORDANCE WITH NCDOT STANDARD SPECIFICATION SECTION 235 OR THE GEOTECHNICAL (SOILS) REPORT RECOMMENDATIONS, WHICHEVER IS MORE RESTRICTIVE. AT A MINIMUM, ALL FILL SLOPES SHALL BE PLACED IN 10-INCH MAXIMUM LIFTS COMPACTED TO NOT LESS THAN 95 PERCENT DENSITY (STANDARD PROCTOR). CONTRACTOR SHALL ARRANGE FOR INDEPENDENT COMPACTION TESTING RESULTS.
- NO GRADING SHALL OCCUR WITHIN 2 FEET OF A PROPERTY LINE WITHOUT WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER.
- FINE GRADING AND SEEDING SHALL OCCUR AT ALL AREAS DISTURBED BY THE WORK OF THE PROJECT THAT ARE NOT PROGRAMMED FOR PAVEMENT OR BUILDINGS.
- FINE GRADING SHALL INCLUDE APPLICATION OF 2-3 INCHES OF TOPSOIL AND REMOVAL OF ALL DEBRIS (ROOTS, ROCKS, TRASH, AND OTHER FOREIGN MATERIAL) LARGER THAN 2 INCHES IN ANY DIMENSION. FINE GRADING SHALL ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND IN GENERAL ACCORDANCE WITH THE DRAINAGE PLANS. LANDSCAPE AREAS SHALL NOT BE SLOPED LESS THAN 2%.
- GROUND COVER REQUIREMENTS: ALL DISTURBED AREAS SHALL BE PLANTED WITH AN APPROVED GROUND COVER WITHIN 14 CALENDAR DAYS. SLOPES STEEPER THAN 3:1 MUST BE STABILIZED IN 7 DAYS. INSTALL TEMPORARY SEEDING ON ALL AREAS THAT WILL BE LEFT IDLE FOR MORE THAN 14 DAYS. HARD WOOD MULCH IS AN ACCEPTABLE TEMPORARY COVER BUT MAY NOT BE BLENDED INTO THE SUBGRADE AND WILL BE REQUIRED TO BE REMOVED PRIOR TO CONTINUATION OF THE WORK.

SEEDING NOTES: (APPLICABLE TO ALL SHEETS)

- UPON COMPLETION OF FINE GRADING APPLY A SEED MIX CONSISTING OF THE SPECIES LISTED BELOW AT THE SPECIFIED RATE:
 - KENTUCKY BLUEGRASS -- 1 LB/1000 SF
 - TALL FESCUE--5 LB/1000SF
 - FINE FESCUE - 1 LB/1000 SF
- CONTRACTOR MAY SUBMIT ALTERNATIVE MIX TO ENGINEER FOR APPROVAL. ACCEPTABLE CULTIVARS OF THE ABOVE GRASSES ARE LISTED IN '2017 TOP PERFORMING TALL FESCUE, KENTUCKY BLUEGRASS, AND FINE FESCUE CULTIVARS FOR NORTH CAROLINA' AS PUBLISHED BY THE NORTH CAROLINA COOPERATIVE EXTENSION. THIS DOCUMENT IS AVAILABLE ONLINE AT: [HTTP://WWW.TURFFILES.NCSU.EDU/PUBLICATIONS](http://www.turffiles.ncsu.edu/publications)
- FERTILIZING: IF NECESSARY TO FACILITATE A CONTINUOUS, CLOSE STAND OF GRASS, FERTILIZER SHALL BE APPLIED AT THE FOLLOWING RATES:
 - GROUND LIMESTONE: 75 LB/1000 SF
 - N-P-K STARTER FERTILIZER AT A RATE OF 1 LB. NITROGEN/1000 SF
- AFTER PLANTING, SEEDED AREAS SHALL BE FERTILIZED A SECOND TIME, APPROXIMATELY SIX TO EIGHT WEEKS AFTER GERMINATION, USING A COMPLETE N-P-K TURF-GRADE FERTILIZER APPLIED AT A RATE OF 1 LB. NITROGEN/1000 SF. THE FERTILIZER SHALL HAVE A 3-1-2 OR 4-1-2 ANALYSIS. FERTILIZER IS NOT TO BE USED DIRECTLY ADJACENT TO STREAMS.
- WATERING: CONTRACTOR IS NOT RESPONSIBLE FOR WATERING.

EROSION AND SEDIMENTATION CONTROL SEQUENCE:

THE EROSION AND SEDIMENTATION CONTROL PLAN IS DESIGNED FOR THE FINISH GRADE CONDITION IN ACCORDANCE WITH THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY EROSION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL, LATEST EDITION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN AND PROVIDE ADDITIONAL EROSION AND SEDIMENTATION CONTROL MEASURES AS NEEDED BETWEEN THE TIME THE GRADING OPERATION IS BEGUN AND THE TIME IT IS COMPLETED. THE ENGINEER IS AVAILABLE AS NEEDED FOR CONSULTATION ON SELECTING AND SIZING APPROPRIATE INTERIM MEASURES WHEN THEY MAY BE REQUIRED. THE SEQUENCE THAT FOLLOWS IS THE RECOMMENDED SEQUENCE DEVELOPED BY THE ENGINEER. THE CONTRACTOR MAY DETERMINE THAT AN ALTERNATE SEQUENCE IS PREFERRED BASED ON THEIR MEANS, METHODS, AND PROJECT SCHEDULE. IT IS EXPECTED THAT THE SEQUENCE ELEMENTS BELOW PRESENT THE MINIMUM ELEMENTS NEEDED TO COMPLETE THE WORK. THE CONTRACTOR SHALL MAKE THE SOLE DETERMINATION REGARDING SEQUENCE AND STEPS NEEDED TO COMPLETE THE SCOPE OF WORK PRESENTED IN THE CONTRACT DOCUMENTS.

- APPLY AND OBTAIN LAND DISTURBING PERMIT FROM BUNCOMBE COUNTY AND ATTEND PRE-CONSTRUCTION MEETING.
- INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCES AT LOCATIONS SHOWN ON THE EROSION AND SEDIMENTATION CONTROL PLAN. ALL VEHICLE TIRES SHALL BE CLEANED PRIOR TO LEAVING THE SITE. THE CONSTRUCTION ENTRANCE SHALL BE GRADED SO THAT RUNOFF IS DIRECTED TO THE NEAREST DIVERSION DITCH.
- AFTER INSTALLING THE CONSTRUCTION ENTRANCE(S), AND PRIOR TO ANY OTHER CONSTRUCTION, CLEARING, OR GRADING, INSTALL ALL PERIMETER EROSION CONTROL DEVICES INCLUDING SILT FENCE.
- CONTACT BUNCOMBE COUNTY EROSION CONTROL TO INSPECT INITIAL EROSION CONTROL MEASURES PRIOR TO INITIATING ANY GRADING OR CLEARING ACTIVITIES.
- INITIATE THE GRADING OPERATION IN A PHASED MANNER IN ORDER TO PROVIDE SEDIMENT CONTROL IN SEDIMENT BASINS AND TRAPS AS SHOWN ON THE EROSION CONTROL PLAN. INSTALL OUTLET CONTROL STRUCTURES. INSTALL TEMPORARY DITCHES AND DIRECT TO SEDIMENT TRAPS AND BASINS. INCORPORATE ROCK CHECK DAMS(IF NEEDED) AS REQUIRED. THE DITCHES ARE TO BE SEEDED OR OTHERWISE STABILIZED WITHIN 14 CALENDAR DAYS OF GRADING.
- INSTALL PRINCIPAL STORM DRAINAGE, INCLUDING INLET AND OUTLET PROTECTION.
- GRADE AND CONSTRUCT WALL DIVERTING DRAINAGE TO NEW YARD INLET.
- GRADE AND INSTALL SOD AT FIELD
- CONSTRUCT TRAIL, COURT AND PLAYGROUND FALL ZONES.
- MAINTAIN ALL SEDIMENT CONTROL DEVICES THROUGHOUT THE CONSTRUCTION PHASE AND UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED.
- AFTER CONSTRUCTION AND ENSURING THAT ALL DISTURBED AREAS AND DRAINAGE AREAS HAVE BEEN STABILIZED, CONTRACTOR SHALL REMOVE ALL TEMPORARY SEDIMENT CONTROL MEASURES AND CONVERT TEMPORARY SEDIMENT BASIN AND SEED AND STABILIZED AREAS.

PRE-CONSTRUCTION SUBMITTALS AND CONSTRUCTION TESTING REQUIREMENTS:

SUBMITTALS LOG:

- HDPE PIPE And YARD INLET
- MODULAR WALL INSTALLATION SPECIFICATIONS
- ASPHALT MIX
- GEOWEB CHANNEL LINING
- ASPHALT PAINT AND STRIPING

SAMPLES LOG:

- SOD
- GRANITE GRAVEL TRAIL
- MODULAR WALL

COMPACTION TESTING (PER NCDOT LATEST STANDARDS)

- WALL BACKFILL
- SPORTS COURT SUBGRADE AND BASE
- PIPE TRENCH BACKFILL LIFTS

K:\Projects\2530-ira B Jones Elementary School\ira B Jones School 3-5 Playground\Construction Plans\2530-PL-001 (Cover-Notes).dwg G2.0

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"
ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

FOR BIDDING-NOT FOR CONSTRUCTION



811 Know what's below. Call before you dig.
BEFORE YOU DIG
CALL 1-800-632-4949
N.C. ONE CALL CENTER
ITS THE LAW!



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY:
 SCALE: AS NOTED
 DATE: APRIL 2023

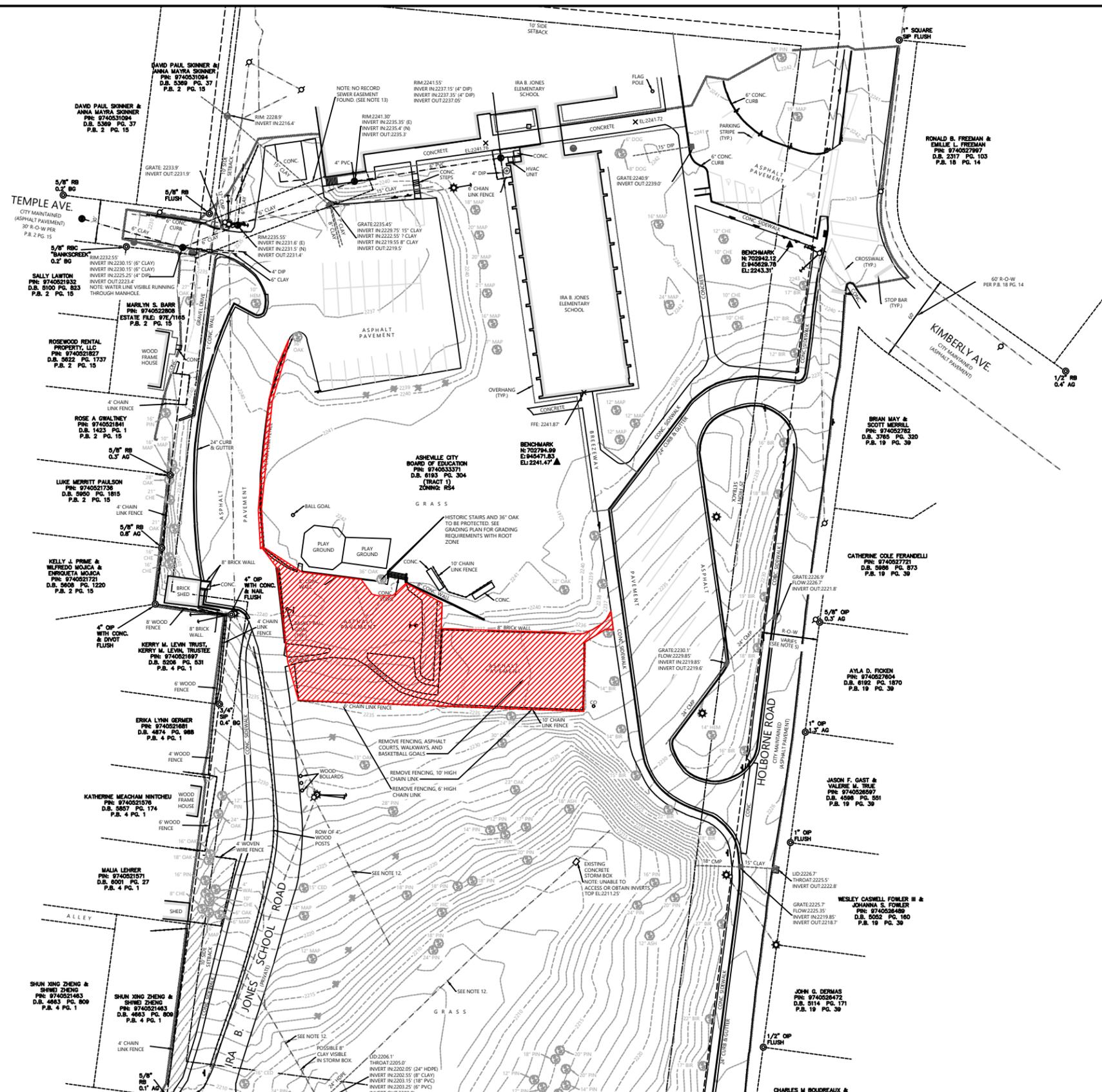
IRA B JONES SCHOOL 3-5 PLAYGROUND

NOTES, LEGEND, AND ABBREVIATIONS

G2.0

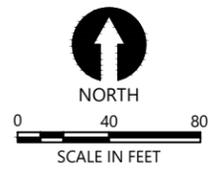
SHEET # **2** OF **8**

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LEGEND:
 DEMO AREA

- DEMOLITION NOTES:
1. INSTALL EROSION CONTROL MEASURES PRIOR TO DEMOLITION, SEE SHEET G2.0 FOR CONSTRUCTION SEQUENCE.
 2. INSTALL TREE PROTECTION FENCING PRIOR TO CONSTRUCTION
 3. ALL DEMOLITION MATERIAL SHALL BE DISPOSED OFFSITE AT LANDFILL OR LEGAL DISPOSAL AREA.



- NOTES:
1. HORIZONTAL DATUM: NSRS 2011 NORTH CAROLINA STATE PLANE, NAD83, U.S. SURVEY FEET
 2. VERTICAL DATUM: NAVD88
 3. SEE SHEET G2.0 FOR SURVEY NOTES, ABBREVIATIONS, AND LEGEND. SURVEY IS BY ED HOLMES AND ASSOCIATES DATED 8/1/22

FOR BIDDING-NOT FOR CONSTRUCTION

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE" ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

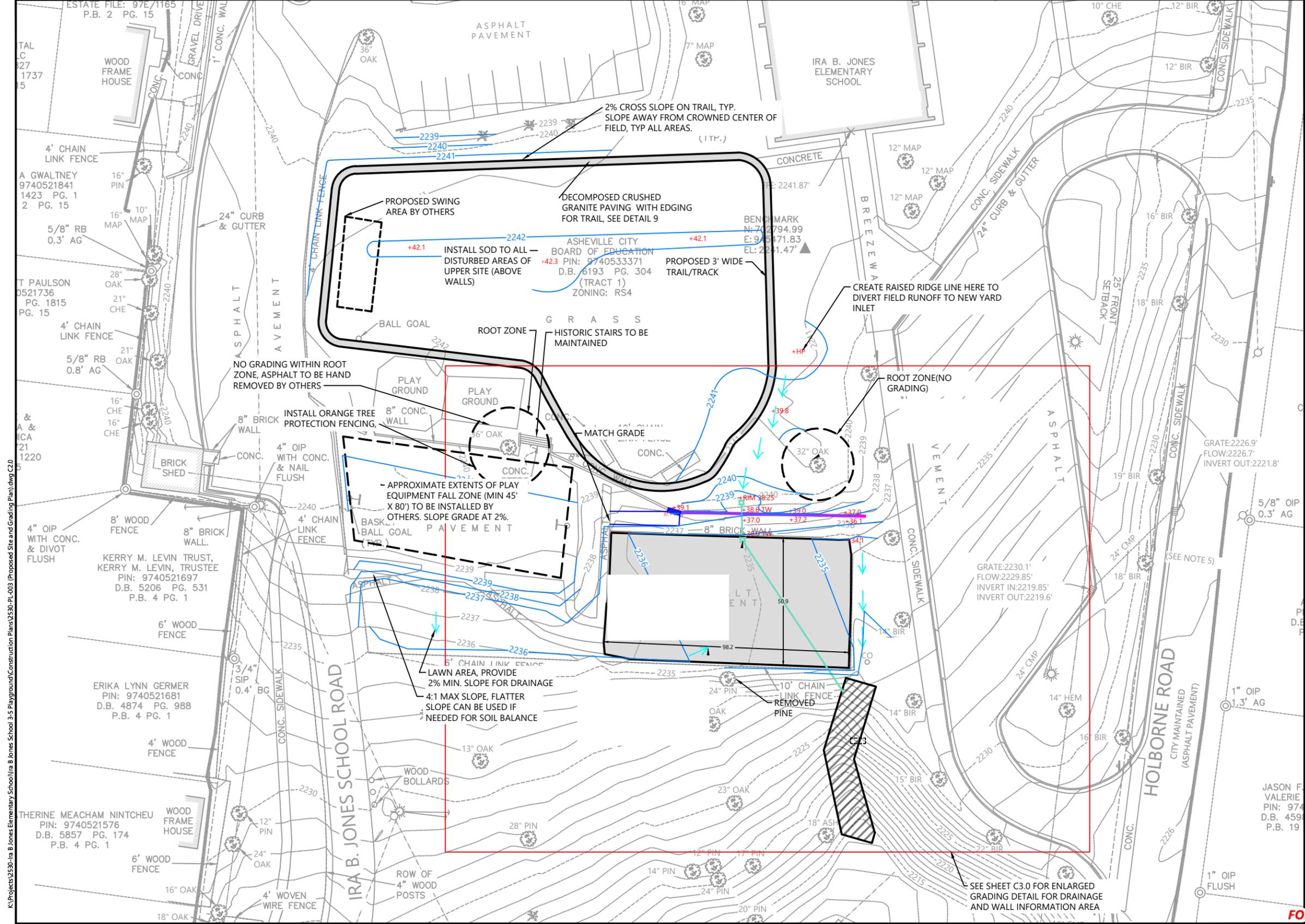


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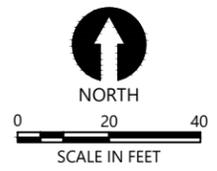
IRA B JONES SCHOOL 3-5 PLAYGROUND
EXISTING CONDITIONS & DEMOLITION PLAN

C1.0
 SHEET # **3** OF **8**



- LEGEND:**
- 2240 PROPOSED CONTOURS (0.5' & 1' INTERVALS)
 - ASPHALT
 - TREE PROTECTION FENCE
 - MODULAR WALL
 - STORM DRAIN AND YARD INLET
 - + XX SPOT ELEVATIONS, ALL ELEVATIONS ARE IN 2000 RANGE, XX LAST 2 DIGITS

- GRADING NOTES:**
1. INSTALL EROSION CONTROL MEASURES(C4.0) PRIOR TO CONSTRUCTION, SEE SHEET G2.0 FOR CONSTRUCTION SEQUENCE.
 2. INSTALL TREE PROTECTION FENCING PRIOR TO CONSTRUCTION
 3. SOD NOTES: SOD SAMPLE AND MANUFACTURER INSTALLATION REQUIREMENTS ARE REQUIRED FOR OWNER APPROVAL PRIOR TO INSTALLATION. SCARIFY EXISTING TOPSOIL AND SUPPLEMENT WITH FERTILIZER AND SUITABLE PLANTING SOILS IN ORDER TO CROWN THE FIELD FOR POSITIVE DRAINAGE AS SHOWN
 4. SEE SHEET G2.0 FOR TESTING REQUIREMENT AND PROJECT SUBMITTAL AND SAMPLE LOG.
 5. ANY UNUSED TOPSOIL MATERIALS OR UNSUITABLE SOILS SHALL BE HAULED OFF AND DISPOSED OF AT AN APPROVED OFF-SITE LOCATION. SUITABLE SOILS MAY BE SPREAD ON THE SOUTHERN SLOPE BELOW THE PLAYGROUND AREA AS APPROVED BY THE ENGINEER.



- NOTES:**
1. HORIZONTAL DATUM: NSRS 2011 NORTH CAROLINA STATE PLANE, NAD83, U.S. SURVEY FEET
 2. VERTICAL DATUM: NAVD88
 3. SEE SHEET G2.0 FOR NOTES, ABBREVIATIONS, AND LEGEND

FOR BIDDING-NOT FOR CONSTRUCTION

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REVISIONS				
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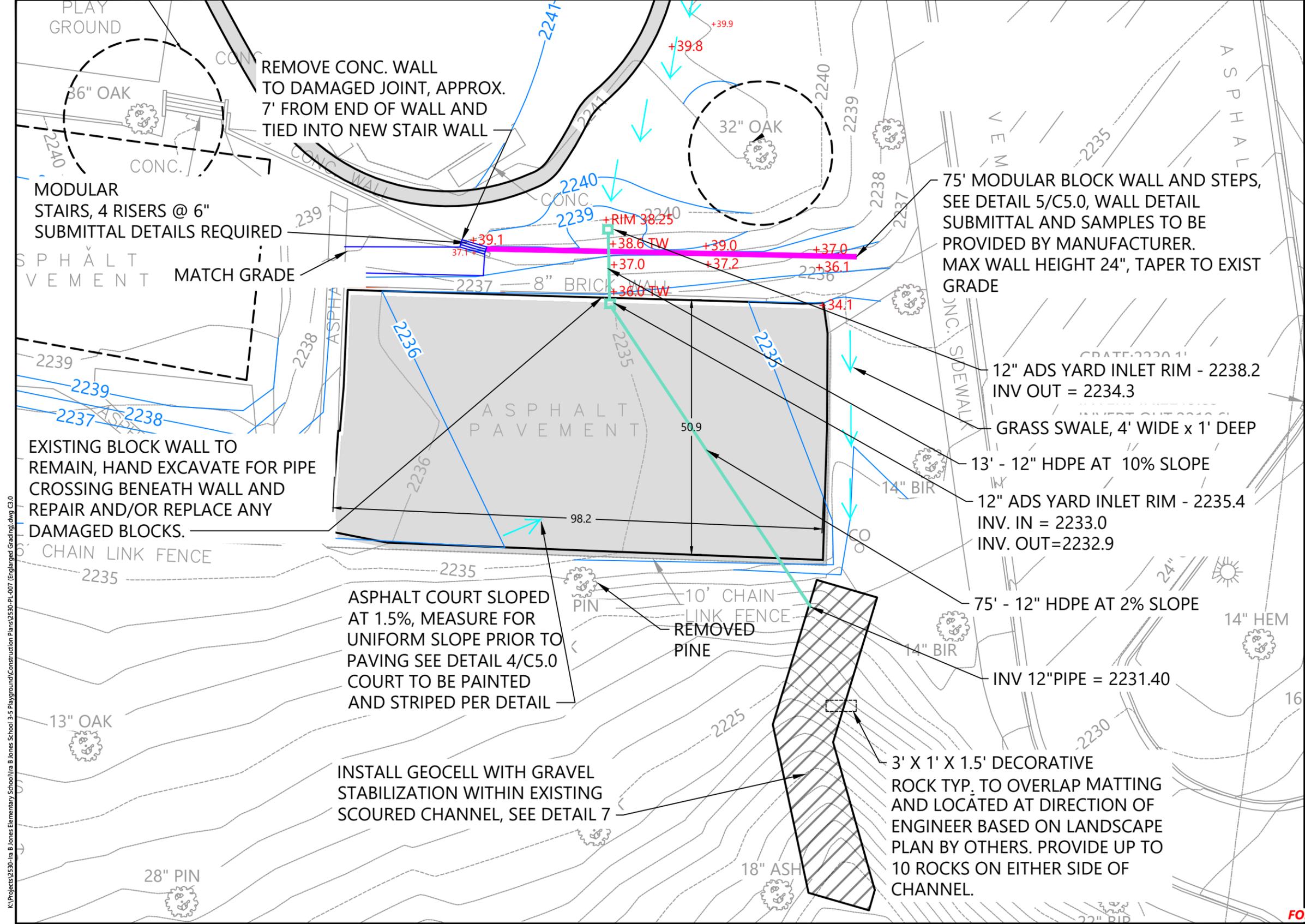
DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY:
 SCALE: AS NOTED
 DATE: APRIL 2023

IRA B JONES SCHOOL 3-5 PLAYGROUND

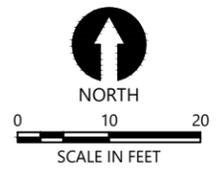
PROPOSED SITE PLAN - OVERVIEW

C2.0

SHEET # **4** OF **8**



- LEGEND:
- 2240 PROPOSED CONTOURS (0.5' & 1' INTERVALS)
 - ASPHALT
 - TREE PROTECTION FENCE
 - MODULAR WALL
 - STORM DRAIN AND YARD INLET



- NOTES:
1. HORIZONTAL DATUM: NSRS 2011 NORTH CAROLINA STATE PLANE, NAD83, U.S. SURVEY FEET
 2. VERTICAL DATUM: NAVD88
 3. SEE SHEET G2.0 FOR NOTES, ABBREVIATIONS, AND LEGEND

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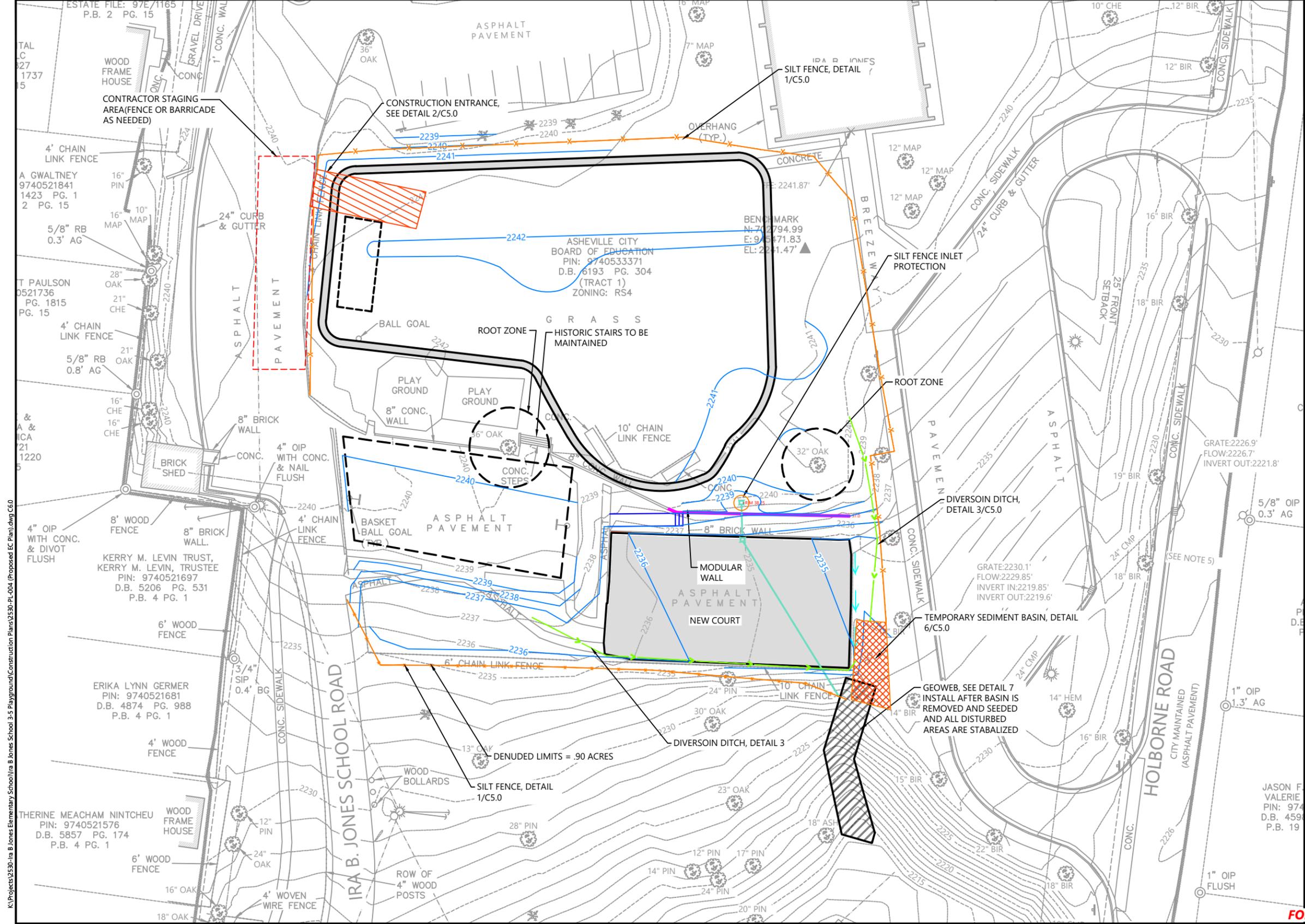
DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY: _____
 SCALE: AS NOTED
 DATE: APRIL 2023

IRA B JONES SCHOOL 3-5 PLAYGROUND

ENLARGED GRADING PLAN

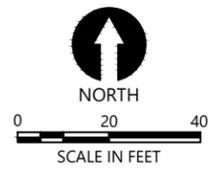
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SHEET # **5** OF **8**



- LEGEND:**
- 2240 PROPOSED CONTOURS (0.5' & 1' INTERVALS)
 - SILT FENCE
 - DIVERSION DITCH
 - STORM DRAIN AND YARD INLET

- EROSION CONTROL NOTES:**
1. MEASURES SHOWN MAY BE FIELD ADJUSTED AT ENGINEERS APPROVAL BASED ON SITE CONDITIONS AND CONTRACTOR PHASING. ADDITIONAL MEASURES MAY BE REQUIRED IF DIRECTED BY ENGINEER.
 2. SEE SHEET G2.0 FOR TEMPORARY AND PERMANENT SEEDING REQUIREMENTS AND ADDITIONAL EROSION CONTROL REQUIREMENTS.



- NOTES:**
1. HORIZONTAL DATUM: NSRS 2011 NORTH CAROLINA STATE PLANE, NAD83, U.S. SURVEY FEET
 2. VERTICAL DATUM: NAVD88
 3. SEE SHEET G2.0 FOR NOTES, ABBREVIATIONS, AND LEGEND

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REV	DATE	BY	APP'D	DESCRIPTION

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 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY:
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IRA B JONES SCHOOL 3-5 PLAYGROUND

EROSION CONTROL PLAN

C4.0

SHEET # **6** OF **8**

NOTE:

1. USE SILT FENCE ONLY WHEN DRAINAGE AREA DOES NOT EXCEED 1/4 ACRE per 100LF AND NEVER IN AREAS OF CONCENTRATED FLOW.
2. PROVIDE SILT FENCE BREAKS EVERY 200 FEET OF FENCING OR AT LOW POINTS.
3. FOR REPAIR OF SILT FENCE FAILURES, USE NO. 57 WASHED STONE AS AN ANCHOR WHEN SILT FENCE IS PROTECTING CATCH BASIN.

MAINTENANCE:

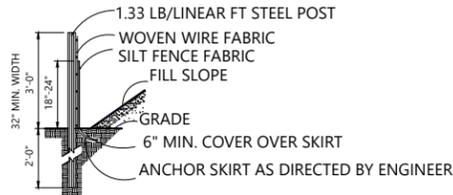
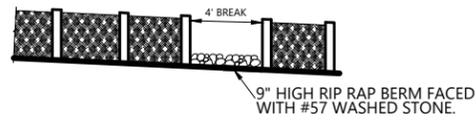
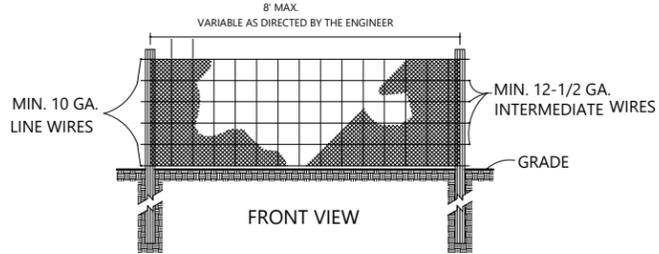
1. INSPECT SEDIMENT FENCES AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
2. REPLACE COMPONENTS OF THE SILT FENCE IF AREAS ARE TORN, COLLAPSED, OR OTHERWISE INEFFECTIVE.
3. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME AND TO REDUCE PRESSURE OF THE FENCE FABRIC. AVOID UNDERMINING THE FENCE DURING CLEANOUT ACTIVITIES.

STEEL POSTS:
 - 5' LONG W/ANCHOR PLT.
 - 1 1/2" WIDE
 - MIN. WT. 1.25LB/FT
 - ANCHOR PLATE MIN AREA= 14 SQ. IN.

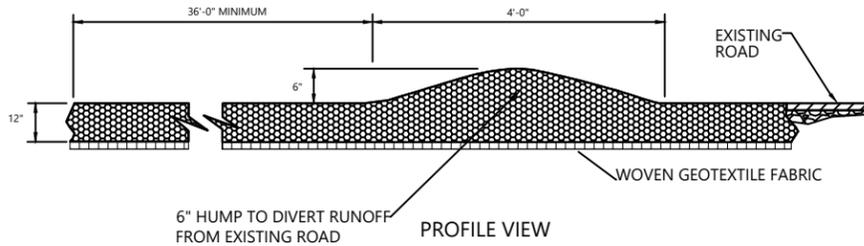
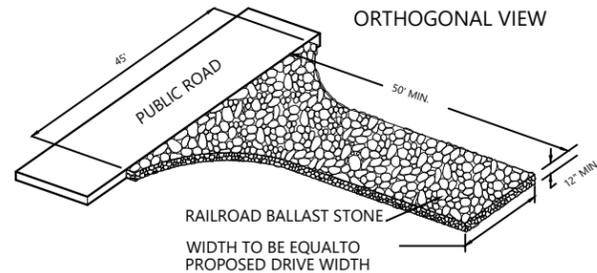
WIRE STAPLES:
 - 1 1/2" LENGTH MIN.
 - NO. 9 STAPLE

SILTFENCE FABRIC:
 - NCDOT CLASS B

WOVEN WIRE:
 - TOP & BOTTOM WIRES: 10 GAGE MIN.
 - INTERMEDIATE WIRES: 12 1/2 GAGE MIN.
 - MAXIMUM MESH SPACING: 6 INCHES



1 SILT FENCE
 SCALE: 1" = 30"



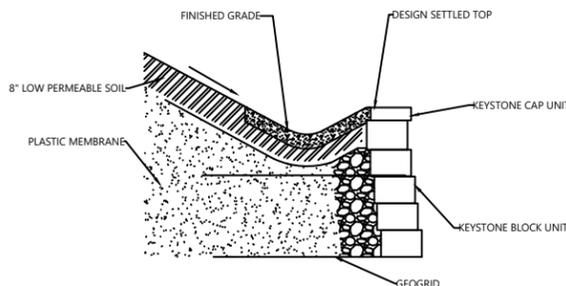
NOTES:

1. A STABILIZED PAD OF CRUSHED STONE SHALL BE LOCATED WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE TO OR FROM A PUBLIC STREET. STONE TO BE RAILROAD TYPE BALLAST.
2. FILTER FABRIC SHALL BE PLACED UNDER THE ENTRANCE/EXIT AND SHALL BE MIRAFI 500 OR EQUAL.

MAINTENANCE:

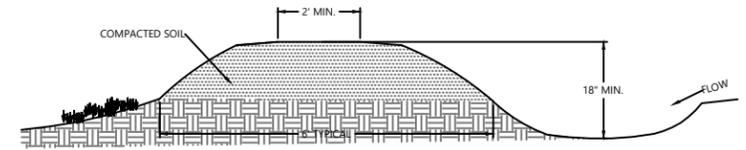
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC STREETS OR EXISTING PAVEMENT. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC STREETS MUST BE REMOVED IMMEDIATELY.
3. WHEELS MUST BE CLEAN PRIOR TO ENTERING A PUBLIC STREET. WHEN WASHING OF WHEELS IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN.

2 CONSTRUCTION ENTRANCE
 SCALE: 1" = 40"



NOTE: WALL DETAIL IS ILLUSTRATIVE ONLY, WALL SAMPLE AND MANUFACTURER INSTALLATION SPECIFICATIONS ARE REQUIRED FOR APPROVAL PRIOR TO INSTALLATION

5 TYPICAL DRAINAGE/SWALE WALL SECTION SCHEMATIC
 SCALE: 1" = 40"



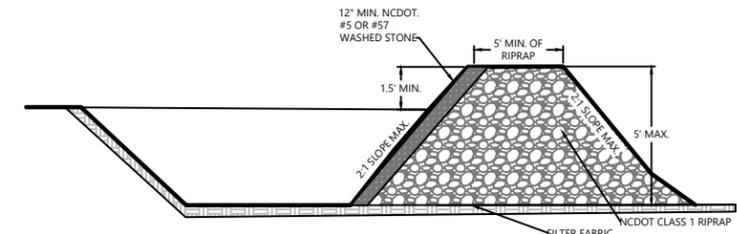
NOTES:

1. ALL CUT AND FILL SLOPES SHOULD BE 2:1 OR FLATTER.
2. EARTH BERM SHALL BE STABILIZED WITH SEEDING ACCORDING TO NCDOT SPECIFICATIONS.
3. USE CLEAN COMPACTED FILL MATERIAL FOR EARTH BERM.
4. ENSURE TO MAINTAIN A UNIFORM OR GRADUALLY INCREASING GRADE.
5. CONSTRUCT THE TOP OF THE DIKE TO NOT BE LOWER THAN THE DESIGN ELEVATION PLUS THE SPECIFIED SETTLEMENT AT ANY POINT.
6. STABILIZE THE EMBANKMENT, DISTURBED AREA, AND OUTLET IMMEDIATELY AFTER CONSTRUCTION WITH VEGETATION.

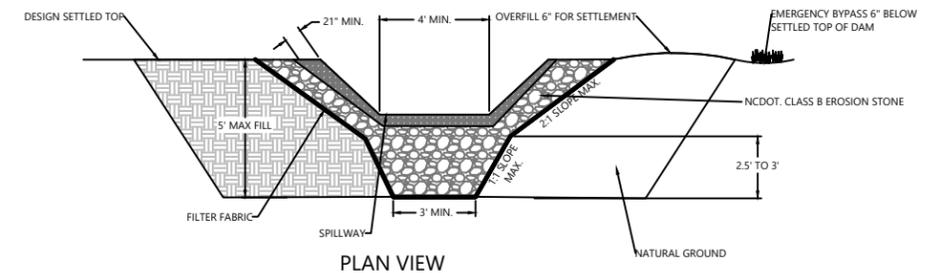
MAINTENANCE:

1. INSPECT TEMPORARY DIVERSION AT LEAST WEEKLY AND AFTER EVERY MAJOR RAIN EVENT (GREATER THAN 1/2 INCH) AND REPAIR IMMEDIATELY.

3 TEMPORARY DIVERSION DITCH
 SCALE: 1" = 40"



CROSS SECTION VIEW



PLAN VIEW

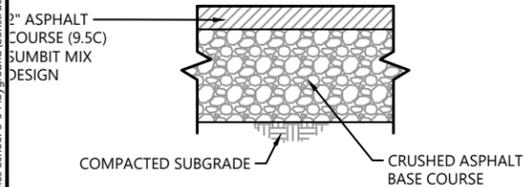
NOTES:

1. EARTH BERM SHALL BE STABILIZED WITH SEEDING ACCORDING TO NCDOT SPECIFICATIONS.
2. USE CLEAN COMPACTED FILL MATERIAL FOR EARTHEN BERM.
3. AREA LENGTH AND WIDTH ARE MEASURED AT CREST OF SPILLWAY.
4. CONSTRUCT TRAP IN ACCORDANCE WITH MOST CURRENT DETAIL AND SPECIFICATIONS FROM THE NC DEQ EROSION AND SEDIMENT CONTROL MANUAL.

MAINTENANCE:

1. INSPECT TEMPORARY SEDIMENT TRAPS AFTER EACH PERIOD OF RAINFALL. REMOVE SEDIMENT AND RESTORE TRAP TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP.
2. PLACE THE SEDIMENT THAT IS REMOVED IN A DESIGNATED DISPOSAL AREA AND REPLACE THE CONTAMINATED PART OF THE GRAVEL FACING. CHECK THE STRUCTURE FOR DAMAGE FROM EROSION OR PIPING.
3. PERIODICALLY CHECK THE DEPTH OF THE SPILLWAY TO ENSURE IT IS A MINIMUM OF 1.5 FT BELOW THE LOW POINT OF THE EMBANKMENT. IMMEDIATELY FILL ANY SETTLEMENT OF THE EMBANKMENT TO SLIGHTLY ABOVE DESIGN GRADE.
4. ANY RIP RAP DISPLACED FROM THE SPILLWAY MUST BE REPLACED IMMEDIATELY. STABILIZE THE EMBANKMENT AND ALL DISTURBED AREAS ABOVE THE SEDIMENT POOL AND DOWNSTREAM FROM THE TRAP IMMEDIATELY AFTER CONSTRUCTION WITH SEEDING.

6 TEMPORARY SEDIMENT TRAP
 SCALE: 1" = 40"



NOTES:

1. MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH NCDOT SPECIFICATIONS.
2. CONTRACTOR SHALL COVER ALL CASTINGS WITH TAR PAPER, OR SIMILAR PROTECTION, PRIOR TO PAVING. CASTINGS WITH EVIDENCE OF PAVING MATERIAL SHALL BE CLEANED BY THE CONTRACTOR WITH NO ADDITIONAL COST TO THE CONTRACT.

4 ASPHALT PAVING
 SCALE: NOT TO SCALE

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"
 ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY

FOR BIDDING-NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

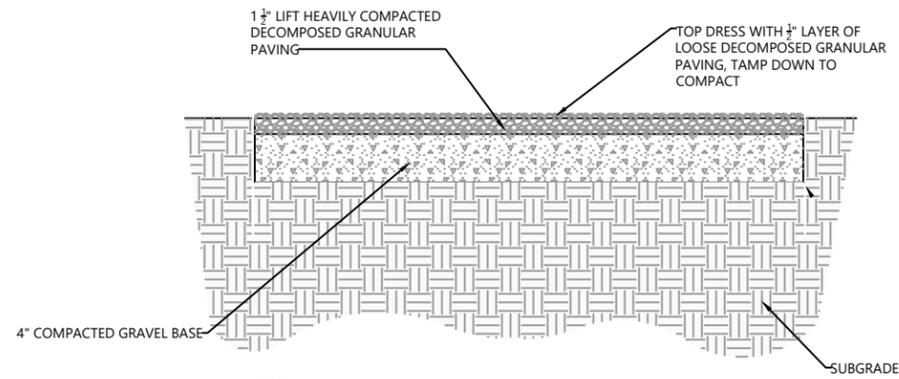
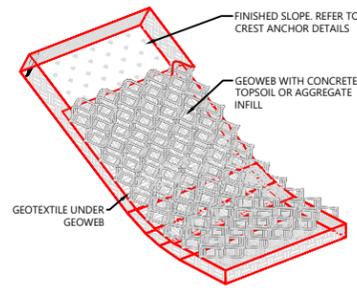
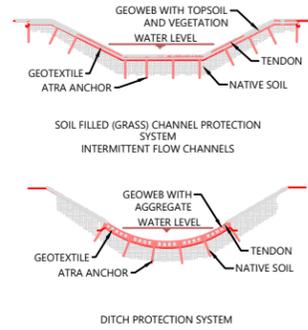
DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY:
 SCALE: AS NOTED
 DATE: APRIL 2023

IRA B JONES SCHOOL 3-5 PLAYGROUND

SITE DETAILS

C5.0

SHEET # **7** OF **8**



7 **GEOWEB DETAIL**
C2.0 SCALE: NOT TO SCALE

9 **CRUSHED GRANITE TRAIL**
C2.0 SCALE: NOT TO SCALE

- MANUFACTURER NOTES:
1. GEOWEB SECTIONS SHALL BE FILLED WITH THE SPECIFIED MATERIAL WHICH IS SUITABLE FOR THE HYDRAULIC CONDITIONS.
 2. GEOWEB ANCHORAGE SHALL BE AS SPECIFIED AND ADEQUATE TO PREVENT SLIDING.
 3. ATRA ANCHOR LENGTH AND PATTERN SHALL BE AS SPECIFIED.
 4. TENDON TYPE AND PATTERN SHALL BE AS SPECIFIED.
 5. PROVIDE GEOTEXTILE SEPARATION LAYER AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
 6. VELOCITY VALUES BASED ON GEOWEB TESTING AT COLORADO STATE UNIVERSITY. TESTING DOCUMENTS AVAILABLE BY REQUEST.
 7. ANCHOR REQUIREMENTS AND INFILL SELECTION SHOULD BE DESIGNED ON A PROJECT SPECIFIC BASIS.

- NOTES:
1. CONTRACTOR MUST VERIFY THIS PAVEMENT SECTION WITH OWNER PRIOR TO INSTALLATION.
 2. CONTRACTOR TO SUBMIT (2) DECOMPOSED GRANULAR PAVING SAMPLES TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR APPROVAL.
 3. REFER TO MATERIALS PLAN AND RELATED DETAILS FOR ADDITIONAL INFORMATION.
 4. ALL GRAVEL BASE, CRUSHED, AND FINES SHALL BE WASHED CLEAN AND FREE OF ALL FOREIGN MATERIAL PRIOR TO INSTALL.
 5. REFER TO SPECIFICATIONS FOR DECOMPOSED GRANULAR PAVING MATERIAL AND SOURCE.

K:\Projects\2530-ira B Jones Elementary School\ira B Jones School 3-5 Playground\Construction Plans\2530-PL-005 (Site Details).dwg C5.0

PLAN INTENDED TO BE VIEWED IN COLOR. ADJACENT BLOCK IS "BLUE"
ONE INCH AT FULL SIZE. IF NOT ONE INCH SCALE ACCORDINGLY

FOR BIDDING-NOT FOR CONSTRUCTION



REVISIONS				
REV	DATE	BY	APP'D	DESCRIPTION

DESIGNED BY: A. WIDENHOUSE
 DRAWN BY: J. BIGSBY
 CHECKED BY: R. CORK
 APPROVED BY:
 SCALE: AS NOTED
 DATE: APRIL 2023

IRA B JONES SCHOOL 3-5 PLAYGROUND

SITE DETAILS

C6.0

SHEET # **8** OF **8**

Bid Forms;

Bid Tab

BID FORM

Pursuant to and in compliance with our Advertisement for Bids dated **May 23, 2023**, and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the **IRA B JONES ELEMENTARY SCHOOL GRADE 3-5 PLAYGROUND** as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the **ASHEVILLE CITY SCHOOLS** or its Engineer prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices.

Contract Time: **60** Calendar Days

*Contract Time of 60 calendar days from NTP

* Refer to project specifications for day of the week work schedule and notification requirements.

Schedule of Liquidated Damages: Each additional day \$200

BASE BID

Item	Quantity	Units	Description	Unit Price	Total Amount
1	1	LS	Mobilization/Demobilization	\$	\$
2	1	LS	Survey & Layout (as-builts are <u>not</u> required)	\$	\$
3	850	LF	Erosion Contol and Tree Protection Fence	\$	\$
4	1	EA	Temporary Sediment Basin	\$	\$
5	1	EA	Construction Entrance	\$	\$
6	1	LS	Demolition and Haul Off	\$	\$
7	1	LS	Composite Grading Upper (track and field)	\$	\$
8	1	LS	Composite Grading Lower (court and future play areas)	\$	\$
9	3	EA	Compaction Tests	\$	\$
10	2,100	SY	Sod (inlcudes soil amendmets and fertilizer)	\$	\$
11	550	LF	Crushed Granite Trail (3' wide)	\$	\$
12	90	LF	12" HDPE Storm Drian	\$	\$
13	2	EA	12" x 12" Nyoplast Drain Basin by ADS (or equal)	\$	\$
14	115	SF	Modular Wall	\$	\$
15	1	EA	Modular Wall Steps	\$	\$
16	700	SF	Geocell Drainage Channel	\$	\$
17	10	EA	Decorative Rock (12" x 15" x 3') - Procurement Only	\$	\$
18	4	HRS	Decorative Rock Installation	\$	\$
19	555	SY	Sport Court Paving	\$	\$
20	1	LS	Temporary Seeding (watering not required)	\$	\$
21	1	LS	Permanent Seeding (watering not required)	\$	\$

Total Amount Bid Based on Estimated Quantities (All Base Bid Inclusive) **\$**

DOLLARS

TOTAL AMOUNT BID FOR BASE BID ITEMS WRITTEN

SIGNATURE **NAME & TITLE (TYPE OR PRINT)**

BID DATE **COMPANY NAME**

Notes

- 1 Comp grading includes fine grading, compaction testing, topsoil stripping and respreading and haul off of any unusable or surplus soils
- 2 All quantities shall be verified by the Bidder in the column provided.
- 3 It is the intent of the Contract Documents to describe a functionally complete project. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the Owner.
- 4 All Bid Items shall be paid for by the unit noted on the Bid Tab and inclusive of all items including incidentals as specified in the latest version of NCDOT Standard Specifications For Roads and Structures. All quantities other than LS items shall be measured and field verified and back-up documentation shall submitted with each pay app.
- 5 Measured in place items will be added to the contract by the amount over per the unit price for that item in the bid tab or likewise deducted by the unit price and amount
- 6 Extension of Unit Prices must be exact. If there is a discrepancy between the Unit Price and the Amount, the Unit Price will prevail.

Asheville City Schools Contract
Documents;
Agreement Between Owner and
Contractor

AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Less Than \$500,000)

THIS AGREEMENT, made this ____ day of _____ 20_____, by and between the **ASHEVILLE CITY BOARD OF EDUCATION** (“Owner”), on the one hand, and _____ (“Contractor”), on the other hand, for the IRA B. JONES ELEMNTARY SCHOOL GRADE 3-5 PLAYGROUND (“Project”).

WITNESSETH:

That the Owner and the Contractor, for the consideration herein named, agree as follows:

1. Scope of Work: The Contractor shall furnish all material, equipment, labor, services and supervisions necessary to complete the Project as specified in the RFP and/or bid package dated _____, any documents referenced herein, and the Project Specifications (collectively "Specifications"), which are incorporated herein and attached hereto as Exhibit A. If there are any contradictions between this Agreement and the Specifications, this Agreement shall control. A copy of the Contractor’s bid is incorporated herein and attached hereto as Exhibit B.

2. Beginning Work and Substantial Completion: The Contractor will begin work within _____ (_____) calendar days after receiving a Notice to Proceed from the Owner and shall substantially complete the Project in accordance with the Specifications no later than _____ (_____) calendar days from the date of the Notice to Proceed. The Owner and/or the Owner's Design Professional shall make an inspection to determine whether the Project is substantially complete. When the Owner and/or Owner's Design Professional determines that the Project is substantially complete in accordance with the Specifications, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion.

Contractor may be allowed delays beyond any number given for inclement weather in the specifications for sustained inclement beyond normal weather conditions in the locality wherein the Project site is determined to be unworkable for sustained periods of time by the Owner or the Owner's Design Professional. Such days will not be unreasonably withheld.

If the Contractor believes such weather condition applies, a written request shall be made within seven (7) calendar days following the beginning of the condition to the Owner and/or Owner's Designer Professional for a site meeting and a determination of the site conditions and approval of the delay. Any days granted will be incorporated into a Change Order for signature by the Owner and Contractor.

The Owner shall assess liquidated damages against the Contractor in the amount of _____ dollars (\$) per day for every day that the Project extends beyond the contractual date of substantial completion (as may be amended). At its election, owner may also pursue any actual damages available at law but may not assess liquidated damages and actual damages related to the same contractor delay.

3. Punch List and Final Completion. The Contractor shall diligently complete all punch list items and shall complete Final Completion no later than thirty (30) days from the date of Substantial Completion. In addition, Contractor shall execute a Final Certificate and Release as a precondition to final payment from Owner, the form of which is attached as Exhibit C.

4. Default and Termination: If the Contractor fails to complete the Project within the times specified in Sections 2 and 3 or fails to diligently perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work or performs the work unsuitably or shall discontinue the prosecution of the work or not carry on the work in an acceptable manner, the Owner may give written notice, sent by certified mail return receipt requested, to the Contractor of such delay, neglect or default, specifying the same, and, if the Contractor, within a period of fifteen (15) calendar days after such notice, shall not proceed in accordance therewith, the Owner may declare this Agreement in default and shall have full power and authority, without violating the Agreement or waiving any other rights at law, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the Owner's opinion shall be required for the completion of the Agreement in an acceptable manner. All costs and charges incurred by the Owner, together with the costs of completing the work under the Agreement, including liquidated damages, if any, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the Owner, including liquidated damages, if any, shall be less than the sum which would have been payable under the Agreement, if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Agreement, then the Contractor shall be liable and shall pay to the Owner the amount of said excess.

5. Payment: The Owner shall pay to the Contractor, as specified in the Contractor's bid, the total contract sum of _____ (\$_____) for completion of Project, unless altered as allowed herein. Payment shall be made based on the following schedule (hereinafter "Project Cost"):

- a. If provided for in the Project Specifications, at the time this Agreement is signed, the Owner shall pay to the Contractor \$ _____ for the necessary purchase of materials and/or supplies to begin work.
- b. No later than the fifth day of each month, the Contractor shall present to the Owner, or designee, a pay application for the preceding month demonstrating the total percentage of work completed for that preceding month. The Owner or Owner's Design Professional shall inspect the work to determine that the pay application accurately reflects the completed work. If the Owner or Owner's Professional agrees with the submitted pay application, payment for the completed work, less five percent (5%) retainage of the amount of such request, shall be made to the Contractor no later than fifteen (15) calendar days after the pay application is submitted.

If the Owner does not agree with the pay application, the pay application shall be immediately returned to the Contractor and asked that it be resubmitted with revisions. If the Owner agrees with the resubmitted pay application, payment for the completed work, less five percent (5%) retainage of the amount of such request, shall be made to the Contractor no later than ten (10) calendar days after the resubmittal. Except as permitted by law, no further retainage shall be withheld when the Project is at least fifty percent (50%) completed.

The amount of five percent (5%) retained from each approved request for payment shall be retained by the Owner until all work has been finally completed and performed strictly in accordance with this Agreement and the Specifications and until such work has been accepted by the Owner, at which time such retained sums shall be paid to the Contractor within ten (10) days after receipt of the Final Completion certificate. All payments to the Contractor, including the five percent (5%) retainage, are subject to approval by the Owner or Owner's Design Professional.

6. Changes in the Work / Delay: During the Project, if the Contractor encounters any additional charges resulting from unanticipated conditions or additional work requested by the Owner which may alter the total contract sum as stated in Section 5 or the contract time as stated in Section 2, prior to commencing the work, the Contractor must submit a written change order to the Owner or its designee. The written change order must specify the need for the change and the cost of the proposed change. No later than five (5) calendar days after receipt of the written change order, the Owner, or its designee, shall provide to the Contractor a written response either accepting or rejecting the change order. No additional payment shall be made for additional work completed by the Contractor unless the Contractor has submitted a written change order and received the Owner's approval. Contractor shall not be entitled to delay damages from the Owner unless said delay is caused solely by the Owner or its agent. A reasonable time for the Owner to respond to a requested change order shall not be considered an Owner's caused delay pursuant to this Section.

7. Construction Meetings: The Contractor shall meet with the Owner or Owner's Design Professional as specified in the Specifications and at such other construction meetings as required by the Owner or its designee.

8. Correction of Work:

- a. Before Substantial Completion. The Owner, or its designee, shall, from time to time, inspect the status of the Project. The Contractor shall promptly correct work not conforming to the Specifications and rejected by the Owner or Owner's Design Professional and may withhold payment until said work is corrected and accepted.
- b. After Substantial Completion. If, within one (1) year after the date of Substantial Completion, any of the work is found to be nonconforming to

the Specifications, the Contractor shall promptly correct the nonconforming work after receipt of written notice from the Owner to do so.

9. Construction Site & Indemnity: The Contractor shall be responsible for the construction site(s) during the performance of the work and shall be responsible for any and all damages to persons and property during the performance of the work and shall further provide all necessary safety measures and shall fully comply with all federal, state and local laws, building codes, rules and regulations to prevent accidents or injury to persons or property on or about the location of the work, especially if school is in session during the performance of portions of the work. The Contractor agrees to indemnify and hold harmless the Owner for any and all losses, including all applicable costs, expenses, other claims, including attorneys' fees, which the Owner might incur due to any act or omission by Contractor, its employees or agents and subcontractors that occur in conjunction with this Agreement.

10. Warranty: The Contractor hereby warrants and guarantees to the Owner that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise allowed, and the work will be free from defects and will conform to the Owner's Specifications, as specified in Section 1 herein, and shall present to Owner a one (1) year warranty running from the date of Final Completion and shall provide to the Owner any pass-through manufacturers' warranties or other warranties required by the Specifications.

11. Insurance: As a condition precedent to this Agreement, the Contractor shall provide proof of insurance for the required policies and coverages: 1) Workers' Compensation (statutory coverage limits); 2) Commercial General Liability ("CGL") (one million dollar occurrence, two million dollar aggregate); and 3) Comprehensive Automotive Liability (one million dollars). The Owner shall be listed as an additional insured on the Contractor's CGL policy. The Contractor will submit to the Owner copies of Certificates of Insurance on the latest approved North Carolina Department of Insurance Acord Form 25 by an insurer authorized to do business in North Carolina by the North Carolina Department of Insurance and rated A- (minus) or better by A.M. Best Company. The certificates shall certify that the insurance policies carried by Contractor were in force before the Project commenced and certifying that these policies will not be canceled during the Contract unless the Owner has received thirty (30) days written notice via registered or certified letter from the Contractor or carrier. Certificates of Insurance containing disclaimers holding the insurer harmless for failure to notify the Owner of Contractor policy cancellations will not be acceptable and should be modified to delete such disclaimers from the Insurance Certificate forms.

12. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. The Contractor agrees to conduct a check of all employees working at the Project site on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry. As a term of this Agreement, said checks must be performed by the Contractor and reported to the Asheville City Schools' Superintendent.

13. Relationship: The Contractor shall be considered an independent contractor and not an employee of the Owner.

14. Situs: The place of this Agreement, its situs, forum, shall be Buncombe County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

15. Governing Law: This Agreement shall be governed by the laws of the State of North Carolina.

16. Mutually Agreed Agreement: All the Parties to this Agreement have had the opportunity to be fully and completely represented by counsel of their own choosing in the making of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

17. Entire Agreement: The Parties hereby affirm that the only consideration for executing this Agreement are the terms and conditions herein and no other promises or agreements of any kind have been made by any person or entity to cause the Parties to execute this Agreement. Further, the Parties agree that if any provisions herein are declared invalid by a court of competent jurisdiction, such invalidation shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

18. Authority: The Parties hereby represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to execute this Agreement.

19. Iran Divestment and E-Verify: The Contractor shall comply with the requirements of G.S. Chapter 64, Article 2 (the "E-Verify Requirements"). The Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118). In the event that the Contractor utilizes a subcontractor to perform the Work of this Contract, the Contractor shall require any such subcontractor to comply with the E-Verify Requirements and the Iran Divestment Act.

20. Dispute Resolution: Prior to litigation concerning a dispute, the parties must do the following:

- a. Submit the dispute for review by the Superintendent or designee and the Design Professional, if any; and
- b. Participate in mediation if the matter cannot be resolved by the parties. The cost of the dispute resolution process will be divided between the parties to the dispute. If the Board of Education is a party to the dispute, the Board of Education will pay at least one-third of the cost.

21. MBE/HUB: If the Project Cost of this Agreement is \$100,000 or more and if the Owner has received appropriations or grant funds from the State of North Carolina for the construction of the Project, then the Specifications will contain a notice of that fact and the

Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

If the Project Cost of this Agreement is \$300,000 or more, regardless of the source of funds for construction of the Project, the Contractor shall comply with the MBE and HUB pre-bid and post-award requirements contained in the Specifications.

22. Assignment: This Agreement shall be not assigned without the prior, written consent of the Owner which shall not be unreasonably withheld.

23. Bonds: If the Project cost of this Agreement is \$300,000 or more, regardless of the source of funds for construction of the Project, the Contractor shall provide performance and payment bonds as required by law on forms provided by the School Board Attorney.

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Agreement the day and year first above written.

CONTRACTOR:

Signature
Print: _____

TITLE: _____

OWNER:

ASHEVILLE CITY BOARD OF EDUCATION

Signature
Print: _____

TITLE: _____

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

Finance Officer

Asheville City Schools Contract
Documents;
Final Certificate and Release

FINAL CERTIFICATE AND RELEASE

CONTRACTOR:

SURETY:

OWNER: **ASHEVILLE CITY BOARD OF EDUCATION**

REFERENCE: The Contract entered into the _____ day of _____, 20__ by and between the **ASHEVILLE CITY BOARD OF EDUCATION** (hereinafter called the "Board") and _____ (hereinafter called the "Contractor") (collectively referred to as "the Parties"), for the Project entitled _____ (hereinafter called the "Project").

KNOW ALL MEN BY THESE PRESENTS:

1. The Contractor hereby certifies that there is due and payable under the Contract, and all change orders and modifications thereof, the sum of \$ _____ as final payment.
2. The Contractor further certifies that there are no outstanding or unsettled claims or items in addition to the amount set forth in paragraph 1 herein which it claims are just and due and owing by the Board to the Contractor.
3. The Contractor further certifies that all work required under the Contract, including work required under all agreed upon change orders and modifications, has been performed in accordance with the terms thereof, the Contractor will provide to the Board all close-out documents required by the Contract.
4. Except for the amount stated in paragraph 1 herein, the Contractor has received from the Board all sums of money payable to the Contractor under or pursuant to the Contract, change orders, modifications, change directives, claims, demands or otherwise.
5. That in further consideration of the payment of the amount stated in Paragraph 1 herein, the Contractor does hereby release the Board and the Board's past, present and future members, officers, employees and agents, and their respective assigns, successors, heirs and representatives from any and all claims, demands, rights, claims of lien, damages, suits, and causes of action, both legal and equitable, which the Contractor has, might now have, or that subsequently may accrue to it, arising under, growing out of, or in any wise connected with the Contract above referred to and the Project.

Specifically, and without waiving the foregoing in any manner, Contractor agrees not to assert against or pass-through to the Board, in whole or in part, present or future claims from laborers, materialmen, mechanics, subcontractors or sub-subcontractors. Contractor will indemnify and hold-harmless the Board from any and all claims of laborers, materialmen, mechanics, subcontractors or sub-subcontractors for unpaid monies or wages arising out of the performance of the Contract.

6. If this project includes a surety, that the surety for Contractor does hereby consent to payment pursuant to the terms of this Final Certificate and Release.

IN WITNESS WHEREOF, the Contractor has caused this Final Certificate and Release to be executed by its duly authorized officers and its seal to be hereunto affixed, all by authority duly given, this ___ day of _____, 20___. It is the act and intent of the Contractor that this Document be executed under seal.

Contractor:

BY:

Print: _____

Title: _____

{Affix Corporate Seal}

ATTEST:

Print: _____

Title: Corporate Secretary

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the aforementioned State and County do hereby certify that _____ personally appeared before me this day and, being first duly sworn to oath, deposed and said that s/he is the _____ of _____ {insert name of contractor}, and that s/he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his/her knowledge and belief, true and that by authority duly given and as the act of _____ {insert name of contractor}, the foregoing instrument was signed in its name by him/her as its _____, sealed with its corporate seal, and accepted by its Secretary.

WITNESS my hand and Notarial Seal, this ___ day of _____, 20__.

My Commission Expires:

NOTARY PUBLIC

Print: _____

CONSENT OF SURETY:

BY: _____

Print: _____

Title: _____

{Affix Corporate Seal}

STATE OF NORTH CAROLINA
COUNTY OF _____

I, a Notary Public of the aforementioned State and County do hereby certify that _____ personally appeared before me this day and, being first duly sworn to oath, deposed and said that s/he is the _____ of _____ {insert name of surety}, and that s/he has read the foregoing Final Certificate and Release and that the matters and things stated therein are, to the best of his/her knowledge and belief, true and that by authority duly given and as the act of _____ {insert name of surety}, the foregoing instrument was signed in its name by him/her as its _____, sealed with its corporate seal, and accepted by its Secretary.

WITNESS my hand and Notarial Seal, this __ day of _____, 20 ____.

My Commission Expires:

NOTARY PUBLIC

Print: _____

Pre-Design Investigation Documents;
Topographic Survey

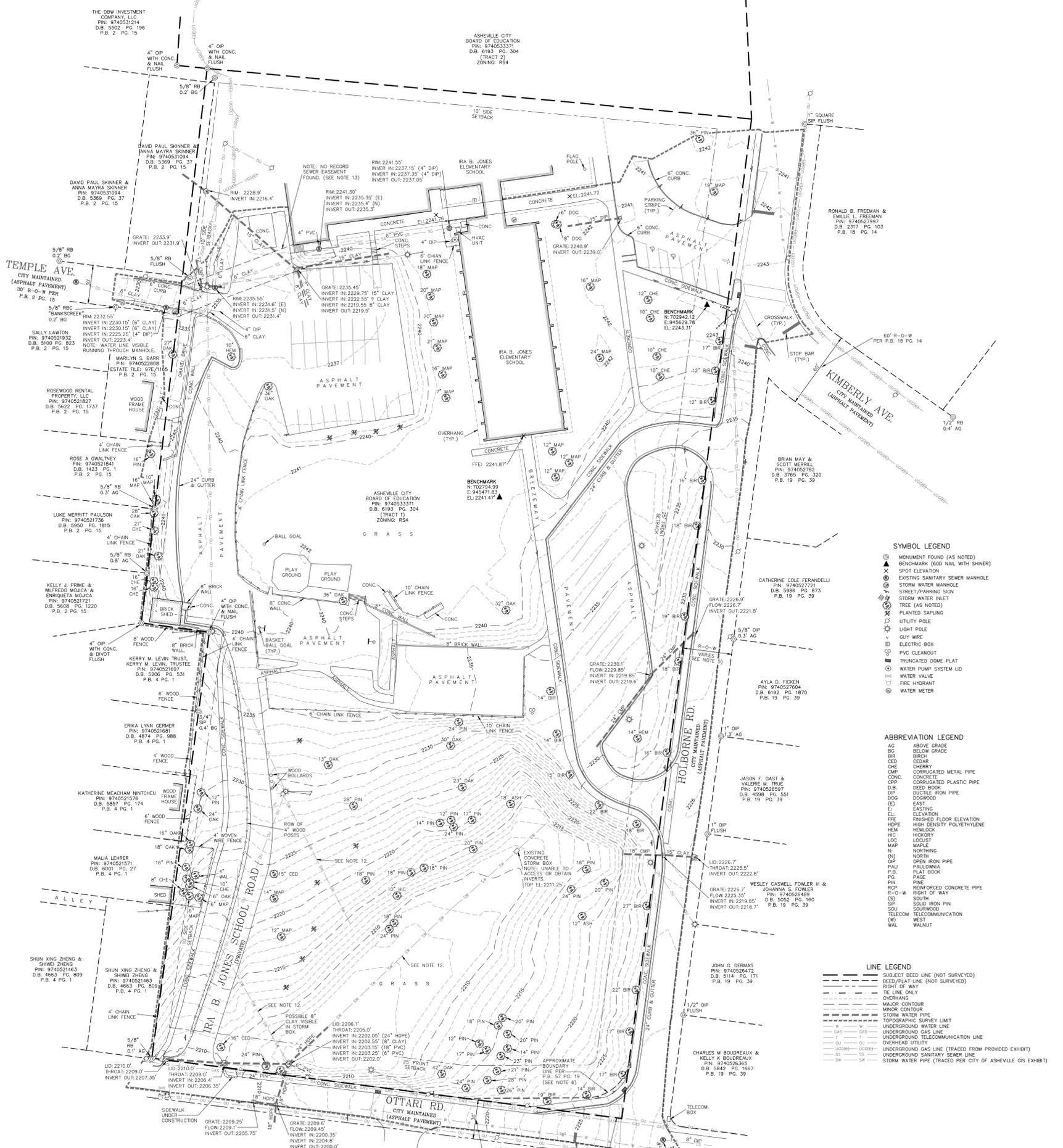
NOTES

- THIS IS A TOPOGRAPHIC SURVEY ONLY. ALL SUBJECT DEED LINES, RIGHTS-OF-WAYS, DEED/PLAT LINES SHOWN, ARE APPROXIMATE AND ARE BASED OFF OF RECORD DOCUMENTS AND MONUMENTS FOUND.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- THIS PROPERTY MAY BE SUBJECT TO RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED, NOT SHOWN HEREON.
- ACCORDING TO THE CITY OF ASHEVILLE ZONING MAP, THE SUBJECT PROPERTY IS ZONED RS-4 RESIDENTIAL DISTRICT. SETBACKS FOR THE RS-4 ZONE ARE AS FOLLOWS:
FRONT: 25'
REAR: 25'
SIDE: 10'
SEE THE CITY OF ASHEVILLE ZONING ORDINANCE FOR RESTRICTIONS AND ALLOWANCES.
- MONUMENTS FOUND ALONG HOLBORNE ROAD, INDICATE A VARYING RIGHT OF WAY WIDTH. THE APPARENT RIGHT OF WAY WIDTH OF HOLBORNE ROAD, APPEARS TO MEASURE WITHIN THE RANGE OF 35-40 FEET ALONG THE SUBJECT PROPERTY. NO MONUMENTS WERE FOUND ALONG THE WEST MARGIN OF HOLBORNE ROAD DURING THIS SURVEY. PER DEED BOOK 812 PAGE 149, THE EASTERN BOUNDARY LINE OF THE SUBJECT PARCELS RUNS WITH THE WESTERN MARGIN OF WOODLAWN AVENUE (NOW HOLBORNE ROAD). PLAT BOOK 18 PAGE 14 NOTES A 40' RIGHT OF WAY FOR WOODLAWN AVENUE (NOW HOLBORNE ROAD).
- NO CONVEYANCE OF RIGHT OF WAY, OR FEE SIMPLE CONVEYANCE WAS FOUND FOR THE 0.03 ACRES SHOWN ON PLAT BOOK 57 PAGE 10 AT THE INTERSECTION OF HOLBORNE ROAD AND OTTARI STREET. THE APPROXIMATE LOCATION OF THE NORTHERN BOUNDARY OF SAID 0.03 ACRES IS SHOWN HEREON. IT APPEARS BENCHMARK AND OTHER IMPROVEMENTS HAVE BEEN BUILT WITHIN SAID 0.03 ACRES AND THE CITY OF ASHEVILLE MAY HAVE A PRESCRIPTIVE EASEMENT TO MAINTAIN STRUCTURES WITHIN THIS AREA.
- THE TOPOGRAPHIC AREA LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X), ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP 370097400J, EFFECTIVE DATE JANUARY 07TH, 2010.
- ELEVATIONS SHOWN ARE RELATIVE TO NAVD 88 DETERMINED BY GNSS SURVEY UTILIZING STATIC GPS RECEIVERS (SEE CERTIFICATION). ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES. U.S. SURVEY FEET, UNLESS OTHERWISE NOTED. ALL COORDINATES SHOWN ARE NC GRID NAD 83(2011) COORDINATES.
- FIELD WORK WAS PERFORMED FROM 3/2/2022 THROUGH 4/7/2022, BY TRADITIONAL SURVEY METHODS. THE FIELD WORK WAS ADJUSTED USING A WEIGHTED, MINIMALLY CONSTRAINED LEAST SQUARES ADJUSTMENT. HORIZONTAL CLOSURE BEFORE ADJUSTMENT WAS 1/44466.
- MAJOR AND MINOR CONTOURS ARE SHOWN AT 5FT AND 1FT INTERVALS RESPECTIVELY.
- ALL ELEVATIONS LISTED FOR BENCHMARKS SHOWN, ARE RELATIVE TO THE PUBLISHED ELEVATION OF NCSS CORS STATION "NCSW" (SEE CERTIFICATION).
- APPROXIMATE DIRECTIONS OF STORM WATER AND SEWER PIPES ARE SHOWN WHERE UNABLE TO DETERMINE CONNECTION. SEE LINE LEGEND FOR STORM WATER STRUCTURES SHOWN HEREON. THAT WERE TRACED PER CITY OF ASHEVILLE EXHIBIT. STRUCTURES TRACED FROM SAID EXHIBIT ARE NOT VISIBLE ON SITE AND MAY BE BURIED.
- NO RECORD EASEMENT WAS FOUND FOR THE EXISTING SEWER MANHOLES AND LINES SHOWN ON THE SUBJECT PROPERTY HEREON. THE BUNCOMBE COUNTY MSD WEBSITE, SHOWS SAID STRUCTURES AS BEING PUBLIC AND MAINTAINED BY BUNCOMBE COUNTY MSD. A 30 FOOT PRESCRIPTIVE MAINTENANCE EASEMENT MAY APPLY TO SAID STRUCTURES AND IS SHOWN HEREON.
- NO INVESTIGATION OF UNDERGROUND UTILITIES, WITHIN THE SUBJECT PROPERTY DEED LINES, WAS MADE BY THIS FIRM. ONLY ABOVE GROUND STRUCTURES WERE LOCATED WITHIN THE SUBJECT PROPERTY DEED LINES. NC 811 WAS CONTACTED TO MARK UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY OF OTTARI ROAD, HOLBORNE ROAD, AND TEMPLE AVENUE. SEE LINE LEGEND FOR UNDERGROUND UTILITIES SHOWN HEREON. THAT WERE FIELD LOCATED VERSUS TRACED FROM A PROVIDED EXHIBIT. LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON SHOULD BE CONSIDERED APPROXIMATE. UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON.
- NO CERTIFICATION IS GIVEN TO THE ACCURACY OF TREE SPECIES SHOWN HEREON. A PERSON QUALIFIED IN TREE IDENTIFICATION SHOULD BE CONSULTED FOR VERIFICATION OR IF MORE ACCURATE IDENTIFICATION IS NEEDED.
- NC 811 TICKETS FOR PROJECT: A220560753, A220560794, A220560869, A220560917, A220560763, A220560976.
- THE SUBJECT PROPERTY IS SUBJECT TO THE FOLLOWING:
17.1 D.B. 840 PG. 348- POWER EASEMENT (NOT PLOTTABLE)
17.2 D.B. 1173 PG. 689- POWER EASEMENT (NOT PLOTTABLE)
17.3 D.B. 1937 PG. 659- POWER EASEMENT (NOT PLOTTABLE)

NC GRID NAD 83(2011)



VICINITY MAP (NOT TO SCALE)

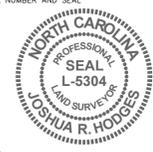


- SYMBOL LEGEND**
- MONUMENT FOUND (AS NOTED)
 - BENCHMARK (60D NAIL WITH SHINER)
 - SPOT ELEVATION
 - EXISTING SANITARY SEWER MANHOLE
 - STORM WATER MANHOLE
 - STREET/PARKING SIGN
 - STORM WATER INLET
 - TREE (AS NOTED)
 - PLANTED SAPLING
 - UTILITY POLE
 - LIGHT POLE
 - QUIP WIRE
 - ELECTRIC BOX
 - PVC CLEANOUT
 - TRUNCATED DOME PLAT
 - WATER PUMP SYSTEM LID
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
- ABBREVIATION LEGEND**
- AG ABOVE GRADE
 - BG BELOW GRADE
 - BRK BRICK
 - CEC CEDAR
 - CHE CHERRY
 - CMP CORRUGATED METAL PIPE
 - CONC CONCRETE
 - CPP CORRUGATED PLASTIC PIPE
 - D.B. DEED BOOK
 - DIP DIETITE IRON PIPE
 - DOG DOGWOOD
 - (E) EAST
 - EL ELEVATION
 - FTE FINISHED FLOOR ELEVATION
 - HOPE HIGH DENSITY POLYETHYLENE
 - HEM HEMLOCK
 - LOC LOCUST
 - MAP MAPLE
 - N NORTHING
 - OP OPEN IRON PIPE
 - PAU PAULOWNIA
 - P.B. PLAT BOOK
 - PG PAGE
 - R-O-W RIGHT OF WAY
 - RCR REINFORCED CONCRETE PIPE
 - RS-4 RESIDENTIAL DISTRICT
 - (S) SOUTH
 - SF SOUTHWEST
 - SOU SOURWOOD
 - TELECOM TELECOMMUNICATION
 - (W) WEST
 - WAL WALNUT
- LINE LEGEND**
- SUBJECT DEED LINE (NOT SURVEYED)
 - DEED/PLAT LINE (NOT SURVEYED)
 - RIGHT OF WAY
 - TE LINE ONLY
 - OVERHANG
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - STORM WATER PIPE LIMIT
 - UNDERGROUND WATER LINE
 - UNDERGROUND GAS LINE
 - UNDERGROUND TELECOMMUNICATION LINE
 - OVERHEAD UTILITY
 - UNDERGROUND GAS LINE (TRACED FROM PROVIDED EXHIBIT)
 - UNDERGROUND SANITARY SEWER LINE
 - STORM WATER PIPE (TRACED PER CITY OF ASHEVILLE GIS EXHIBIT)

I, JOSHUA R. HODGES, CERTIFY THAT THIS PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. THAT THIS GROUND SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS. THAT THIS SURVEY WAS PERFORMED TO MEET THE REQUIREMENTS FOR A TOPOGRAPHIC/PLANIMETRIC SURVEY TO THE ACCURACY OF CLASS AA AND VERTICAL ACCURACY WHEN APPLICABLE TO THE CLASS C STANDARD (21 NCAC 56.1606). THAT THE SURVEY WAS COMPLETED ON 4/8/2022; AND ALL ELEVATIONS ARE BASED ON NAVD 88.

I, JOSHUA R. HODGES, CERTIFY THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY.

HORIZONTAL POSITIONAL ACCURACY: 1cm
VERTICAL POSITIONAL ACCURACY: 2cm
TYPE OF GNSS FIELD PROCEDURE: STATIC (POST-PROCESSED USING TRIMBLE BUSINESS CENTER)
DATE OF SURVEY: FEBRUARY, 25TH 2022
HORIZONTAL DATUM/EPOCH: NAD 83(2011) EPOCH 2010
VERTICAL DATUM: NAVD 88 (GEOID18)
FIXED CONTROL: NCSS CORS STATION "NCSW"
LOCALIZATION POINT: N: 702955.79 E: 945269.24
GEOID MODEL: GEOID18
COMBINED GRID FACTOR:
UNITS: U.S. SURVEY FEET



THIS DAY August 01, 2022
Joshua R. Hodges
PROFESSIONAL LAND SURVEYOR
LICENSE # L-5304

TOPOGRAPHIC SURVEY FOR ASHEVILLE CITY SCHOOLS
Located at: 544 Kimberly Avenue
PIN: 9740533371
REFERENCES
D.B. 6193 PG. 304
RECORD OWNER: THE ASHEVILLE CITY BOARD OF EDUCATION
City of Asheville
Buncombe County, N.C.
Date: April, 11th 2022 Drawn by: Josh Hodges
Job #22064

Ed Holmes & Associates
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