

**HENDERSON COUNTY PUBLIC SCHOOLS**

**PURCHASING DEPARTMENT**

**414 Fourth Avenue West, Hendersonville, NC 28739**

**Phone (828) 697-4733 Fax (828) 698-4429**

**March 11, 2026**

**INVITATION FOR BIDS**

**IFB NUMBER: 2026-10 - REBID**

**TO BE RETURNED BY: June 22, 2026, 2:00 pm (EST)**

**MILLS RIVER ELEMENTARY MULTI-USE TRAIL AND SITE IMPROVEMENTS**

Offeror:  
Attention:  
Address:

Refer Inquiries To: **Joni Huchzermeier, CLGPO  
Purchasing Agent**  
Telephone Number: **828-697-4733**  
E-Mail Address: **jdhuchzermeier@hcpsnc.org**  
Requisitioned By: **Director of Capital Projects**

**NOTICE TO OFFEROR**

**Sealed bids**, subject to the conditions made a part hereof, will be received by the Henderson County Public Schools Purchasing Department, located at 414 Fourth Avenue West, Hendersonville, NC 28739, **until but not later than 2 o'clock p.m. on Monday, June 22, 2026** and immediately thereafter publicly opened, and read to furnish and deliver the construction of a Multi-Use Trail and Site Improvements for Mills River Elementary School as described herein. Refer to Instructions for Bids, Item 10 for proper mailing instructions. **A Mandatory Pre-Bid meeting is scheduled on Monday, June 8, 2026 at 11:00 am** at Mills River Elementary School 94 School House Road, Mills River, NC 28759. **Vendors must check in at front office.**

Bids and/or addenda submitted via E-Mail or facsimile (FAX) machine or email in response to this Request for Bids **WILL NOT** be accepted. Bids may be subject to rejection unless submitted on this form.

**EXECUTION**

In compliance with this Request for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. **Failure to execute/sign bid prior to submittal may render bid invalid. Late bids will not be accepted.**

OFFEROR:		FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

If you desire to "no bid" this requirement, sign and return only this page, check appropriate box(es).  
**( ) NO BID ( ) REMOVE FROM MAILING LIST**

**ACCEPTANCE OF BID**

If any or all parts of this quote are accepted by Henderson County Public Schools, a contract will be sent for signature along with request for any required documents. Once Henderson County Public Schools receive the signed contracts and requested documents, we will submit the completed recommendation package for approval of award. Final award of this contract does not ensue until the contract is fully executed by Henderson County Public Schools, and a confirming executed copy is returned to you along with a purchase order. The contract, purchase order, and this document and the provisions of the Instructions for Response, the special terms and the conditions specific to this Request for Quote, the specifications, and the Henderson County Public Schools General Terms and Conditions shall then constitute the written agreement between the parties.

**INSTRUCTIONS FOR BIDS**

1. **READ, REVIEW AND COMPLY:** It shall be the offeror's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

2. **NOTICE TO OFFERORS:**

All bids are subject to the provisions of the Instructions for Bids, special terms and conditions specific to this Request for Bids, the specifications, and the Henderson County Public Schools General Contract Terms and Conditions.

Henderson County Public Schools object to and will not evaluate or consider any additional terms and conditions submitted with a bid response. This applies to any language appearing in or attached to the document as part of the offeror's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**

By execution and delivery of this document, the offeror agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

3. **DEFINITIONS:**

**OFFEROR:** Company, firm, corporation, partnership, individual, etc., submitting a response to a Request for Bids.

**TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.

4. **RECEIPT OF BIDS:** Bids shall be received in strict accordance with requirements of the General Statutes of North Carolina. Bid security shall be required as prescribed by statute. Prior to opening of any bids on the project, the bidder will be permitted to change or withdraw his bid.

5. **BID EVALUATION:** The award of the contract will be made to the lowest responsible bidder as soon as practical. Before awarding a contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder.

6. **EXECUTION:** Failure to sign under EXECUTION section may render bid invalid.

7. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Henderson County Public Schools General Contract Terms and Conditions, and (4) Instructions for Bids.

8. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for a minimum of 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.

9. **PROMPT PAYMENT DISCOUNTS:** Offerors are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.

10. **MAILING INSTRUCTIONS:**

In an effort to support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort.

**It is desirable that all responses meet the following requirements:**

- All copies are printed **double sided**.
- All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
- Unless absolutely necessary, all bids and copies should **minimize or eliminate use of non-recyclable or non-reusable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.

Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the offeror to have the bid in this office by the specified time and date of opening.

**\*\* Please follow specific instructions regarding "Bid Security Deposit" requirements Page 4.**

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>		
<b>BID NO.</b>	2026-10	Sealed Bid
	<b>REBID</b>	
HENDERSON COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 414 FOURTH AVENUE W HENDERSONVILLE, NC 28739		

**OR**

<b><u>DELIVERED BY ANY OTHER MEANS</u></b>		
<b>BID NO.</b>	2026-10	Sealed Bid
	<b>REBID</b>	
HENDERSON COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT 414 FOURTH AVENUE W HENDERSONVILLE, NC 28739		

- =====
- 11. **TABULATIONS:** Tabulations of bids and award information can be obtained by calling the purchaser listed on the first page of this document.
  - 12. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and offeror will be held responsible therefore. Deviations shall be explained in detail. **The offeror shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
  - 13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each offeror must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
  - 14. **RECYCLING AND SOURCE REDUCTION:** It is the policy of Henderson County Public Schools to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.  

We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.

Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
  - 15. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the user directly. Any and all revisions to this document shall be made only by written addendum. The offeror is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
  - 16. **ACCEPTANCE AND REJECTION:** Henderson County Public Schools reserves the right to reject any and or all bids for sound documented reasons, to waive any informality in bids and, unless otherwise specified by the offeror, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
  - 17. **TAXES: FEDERAL:** All agencies participating in this contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the contractor will be executed and returned by the using agency. **OTHER:** Prices ofference are not to include any personal property taxes, nor any sales or use (or fees) unless required by the North Carolina Department of Revenue.
  - 18. **REFERENCES:** Henderson County Public Schools reserves the right to require a list of users of the exact item offered. Henderson County Public Schools may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
  - 19. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to Henderson County Public Schools as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the offerors; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question. Unless otherwise specified by Henderson County Public Schools or the offeror, Henderson County Public Schools reserves the right to accept any item or group of items on a multi-item bid.  

In addition, on TERM CONTRACTS, Henderson County Public Schools reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by Henderson County Public Schools to be pertinent or peculiar to the purchase in question.
  - 20. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, Henderson County Public School invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
  - 21. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, Henderson County Public Schools will consider keeping trade secrets which the offeror does not wish disclosed confidential. Each page shall be identified in boldface at

- the top and bottom as "CONFIDENTIAL" by the offeror. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
22. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the offeror's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become School property. Each individual sample must be labeled with the offeror's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
  23. **PROTEST PROCEDURES:** When a bidder wants to protest a contract awarded by Henderson County Public Schools resulting from this solicitation, they must submit a written request to the Purchasing Agent, Henderson County Public Schools, 414 Fourth Avenue West, Hendersonville, NC 28739. This request must be received in the Henderson County Public Schools' Purchasing Department within ten (10) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Bid status and Award notices are available by contacting the Henderson County Public Schools' Purchasing Department at (828) 697-4733. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
  24. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
  25. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
  26. **ADDENDA:** Any addenda to specifications issued during the time of bidding are to be considered covered in the proposal and in closing a contract they will become a part thereof. All addenda shall be acknowledged by the bidder(s) on the proposal form. Any addenda will be posted to the HCPS website, Purchasing section no later than 4:00 pm on June 15, 2026.
  27. **E-VERIFY:** As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
  28. **IRAN DIVESTMENT ACT CERTIFICATION:** Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.
  29. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** By Acceptance of this purchase order, vendor certifies that is has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.
  30. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
  31. **BID SECURITY:** A five-percent (5%) bid security is required with each submitted bid that equals or exceeds \$500,000.00. A Bid Bond or Certified Check made payable to Henderson County Public Schools must be in accordance with North Carolina G.S. § 143-129 (b) (c). The completed bid package and bid security must be submitted synchronously by the bid deadline. Please submit two (2) separate sealed envelopes (one for the bid package the other for the Bid bond or certified check). These must be contained together within one (1) Sealed returned envelope that displays the IFB #2026-10, your company name and indicates envelope contains 2 separate sealed envelopes on the exterior.
  32. **POST AWARD:** Performance and Payment Bonds for bids equal to or greater than \$300,000.00, the successful bidders shall provide Henderson County Public Schools both Performance and Payment Bonds each in the amount equal to one-hundred percent (100%) of the contract amount. Bonds shall be submitted to Henderson County Public Schools upon ten (10) calendar days of award of the contract and shall be in conformance with NC (G.S. 44A-26; G.S. 44A-32; G.S. 143-129 (b) (c). Failure to provide acceptable bonds within ten (10) calendar days of award of the Contract shall be just cause for forfeiture of the bid bond or bid deposit and rescinding the award of the Contract. Award may then be made to the next lowest responsive, responsible bidder or the Project may be re-advertised at Henderson County Public Schools sole discretion.

**REQUIREMENTS**

**USER:** Henderson County Public Schools

**BRAND SPECIFIC:** Manufacturer's name and product description if used in this solicitation are intended to communicate qualities, functions and characteristics of items desired. The items offered in response to this solicitation must be of equal or better quality to the manufacturer and type specified. When no reference is made by the vendor to the make or model to be furnished, it is understood that the specific article named in the IFB sheet will be furnished. It is the sole determination of Henderson County Public Schools if the proposed equipment is equal to what is specified. If you have any questions, please call the purchaser listed on the first page.

**TRANSPORTATION CHARGES:** FOB Destination. **Freight charges must be included in the price of each item listed, not listed as a separate item.**

**SITE VISIT:** Prospective bidders shall visit the site of the project and apprise themselves of **all conditions**, which may affect the performance of the work called for or reasonably implied by the Invitation for Bids. A site visit is **MANDATORY** for the awarded vendor. Note that no allowance will be made for unreported conditions, which a prudent bidder would recognize as affecting the performance of the work called for in this Invitation for Bid.

**MANDATORY PRE-BID:** A meeting will be hosted by the District on **Monday, June 8, 2026 at 11:00 am** at Mills River Elementary School, 94 School House Road, Mills River, NC 28759. The project scope will be discussed and a tour where construction will take place will be conducted. Vendors must check in at front office.

**INSTALLATION REQUIREMENTS:** Awarded Vendor shall be responsible for installing, inspecting, and leaving the Multi-Use Trail and Site Improvements ready for use, and removing all empty shipping cartons from school property.

**NOTE:** HENDERSON COUNTY PUBLIC SCHOOLS RESERVES THE RIGHT TO ADJUST QUANTITIES UP OR DOWN AT THE UNIT PRICE AS BUDGETED FUNDS MAY ALLOW OR REQUIRE.

HENDERSON COUNTY PUBLIC SCHOOLS ALSO RESERVES THE RIGHT TO AWARD CONTRACT ON A SPLIT ORDER BASIS OR LUMP SUM BASIS IF IT IS IN OUR BEST INTEREST.

ALL MATERIALS SHOULD BE NEW AND CURRENT UNLESS OTHERWISE STATED.

**INFORMATION REQUIRED WITH BID:** Upon request, Vendor will be required to submit complete descriptive literature and specifications on all items offered. Bids which fail to comply may be subject to rejection.

**Henderson County Public Schools reserves the right to reject any or all bids for any or no reason, and to waive informalities.**

**SECTION 1: SCOPE OF WORK AND SPECIFICATIONS**

1. **SCOPE:** It is the intent of this bid invitation to obtain bids for a multi-use trail and site improvements for Mills River Elementary School. All products and/or services rendered by the vendor must meet all requirements of this invitation and be completely satisfactory to using agencies.
2. **BONDS:** Bid Security (Bond or Certified Check), Proposal Bonds will be required for projects **equal to or greater** than \$500,000.00 as the Terms and Conditions might require. Performance/Payment Bonds for 100% of the contract amount are required for projects costing **over \$300,000**. Insurance certificates are required as the Terms and Conditions require and must be submitted before work begins.
3. **IMPORTANT NOTE:** All improvements shall be constructed in accordance with the project construction plans and specifications included with this bid package.
4. **CONTRACTOR SHALL:**
  - a. Furnish all labor and equipment, etc. necessary to complete the multi-use trail and improvements at Mills River Elementary School.
  - b. Warranty labor and workmanship for a period of one (1) year (beginning at completion date) to be free from all defects. If workmanship fails, it shall be replaced at the Contractor's expense.
  - c. Contractor shall notify all utility companies prior to construction of the work under this contract including the utility "Call Before You Dig" requirement at 1-800-632-4949 or 811 for any excavation or asphalt paving work under the contract.
  - d. Prior to excavation, the Contractor shall have all utilities marked, and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify Mr. Robert Dull, PLA, Landscape Architect at 828.674.5592 or Mr. Chad Dillon, Director of Facilities at 828-553-5056 of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
  - e. The contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by Henderson County Public Schools. If so required, Henderson County Public Schools may direct the Contractor to have his equipment removed from any project during weekend hours.
  - f. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the owner during the construction of the work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by Henderson County Public Schools, the work may be done by the Owner and charged to the Contractor.
  - g. Special care shall be taken to prevent contamination, siltation, or interfering in any way with any stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds or other bodies of water.
  - h. It is the intent of the current standards for Soil Erosion and Sediment Control to ensure that proper measures for erosion control are employed and provided for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the contractor will anticipate possible problems and provide timely and adequate control to prevent or minimize adverse effect.
  - i. The contractor shall apply and pay for all permits that may be required for any of the work involved with this project.
  - j. Be responsible for all accidents and damages that might occur due to his equipment or personnel while upon the grounds or buildings used or owned by the Henderson County Public Board of Education.
  - k. Be responsible for all clean up and properly dispose of all debris during and after completion of job. Debris and trash shall not be allowed to collect overnight on the site. The contractor shall remove all debris and trash from the school as it accumulates in order that a clean appearance is maintained at all times. **DEBRIS MAY NOT BE EMPTIED INTO DUMPSTERS ALREADY ON SITE AND SERVICED ON BEHALF OF HENDERSON COUNTY PUBLIC SCHOOLS.**
  - l. There shall be no tobacco products inside or outside of buildings, since all Henderson County Public Schools buildings and properties are tobacco-free.
  - m. There shall be no alcoholic beverages, drugs, or firearms on any Henderson County Public Schools property.

- n. The Contractor shall work with Henderson County Public Schools on the project work schedule. Contact Mr. Robert Dull, PLA, Landscape Architect at 828.674.5592 or Chad Dillon, Director of Facilities 828.553.5056.
- o. By submission of a bid, the Contractor acknowledges that he has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative.

**PUBLIC UTILITIES**

- A. The bidder is advised to ascertain for himself all the facts concerning the location of existing utilities.
- B. The contractor shall cooperate with the utility owner in the adjustment of their facilities and shall notify the utility owner not less than ten (10) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

**DUST CONTROL**

The contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the contractor must have sufficient competent equipment on the job to accomplish this sprinkling if used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given, the work may be done by the owner and charged to the Contractor. Costs for dust control shall be included in the prices bid for the various items in the bid form.

**5. HENDERSON COUNTY PUBLIC SCHOOLS SHALL:**

- a. Provide for site access to the work areas as shown on the construction documents.

**SECTION 2: TERM**

The initial term of the contract will be from date of award through **July 31, 2026**. No minimum or maximum quantities are implied or guaranteed herein. While it is not contemplated that any abnormal requirements will develop, however, if such should occur, Henderson County Public Schools reserves the right to call for separate bids.

**SECTION 3: PRICES / FIRM BID**

Prices submitted shall remain firm and are not subject to change for the initial term of the contract.

**SECTION 4: QUANTITIES**

Purchases of all materials for Multi-Use Trail and Site Improvements will be made 'as needed' throughout the term of the contract. **HENDERSON COUNTY PUBLIC SCHOOLS GUARANTEES NO MINIMUM OR MAXIMUM QUANTITIES.**

**SECTION 5: COMPLETION DATE**

Henderson County Public Schools prefers the substantial completion date of **July 31, 2026**. Please indicate below if you can meet this schedule:        **YES**        **NO**

If are unable to meet this schedule, please enter your alternative completion date below with details:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Henderson County Public Schools reserves the right to make the schedule offered a factor in the award of any contract resulting from this Invitation For Bids.**

If vendor is unable to fill orders when products are needed, Henderson County Public Schools reserves the right to purchase products from another source.

Please list any other information or details regarding delivery that may be relevant to Henderson County Public Schools during the evaluation process.

\_\_\_\_\_

\_\_\_\_\_

**SECTION 6: WARRANTY**

Labor and workmanship for a period of one (1) year from date of completion, to be free from all defects. If workmanship fails, it shall be at the Contractor's expense.

**SECTION 7: REFERENCES**

List below references where your company has provided products and services similar to those listed in this Invitation for Bids (e.g.. does vendor meet delivery schedules as promised over a period of time; can vendor provide quantities of product similar to what is required). Henderson County Public Schools may contact these individuals to determine vendor's capability and reputation. Such information will be considered in the evaluation of the bid.

<b>Reference 1</b>	
Name & Address of Company:	
Purchase Dates:	
Contact Name:	Contact Phone:
	Contact Email:
Brief Description of the Project:	
<b>Reference 2</b>	
Name & Address of Company:	
Purchase Dates:	
Contact Name:	Contact Phone:
	Contact Email:
Brief Description of the Project:	
<b>Reference 3</b>	
Name & Address of Company:	
Purchase Dates:	
Contact Name:	Contact Phone:
	Contact Email:
Brief Description of the Project:	

**SECTION 8: DESCRIPTIVE LITERATURE**

Vendors are requested to provide complete descriptive literature, specifications, safety data sheets, and other pertinent data necessary for evaluation with their bid package. Vendors are cautioned that any/all information furnished or not furnished on the bid may be used as a factor in determining the award of this contract.

Henderson County Public Schools reserves the right to request samples of products from vendors to be used during the evaluation process.

**SECTION 9: PRODUCT RECALL**

Vendor assumes full responsibility for prompt notification of any product recall in accordance with the applicable state and federal regulations.

**SECTION 10: VENDOR OFFER**

Bid must be submitted on the forms provided herein. **ALL** pages of the bid document should be submitted in order for bid to be considered for award. Bids submitted in any other format, or without all pages, may be subject to rejection.

**SECTION 11: MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE (M/W/SBE)**

Henderson County Public Schools invites, encourages, and promotes full and equal access for participation in this procurement process by minority-owned, women-owned, small business enterprises, as well as, other responsible vendors.

Is your company a certified M/W/SBE Business? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please check the applicable category below:

- Minority Owned Business
- Women Owned Business
- Small Business Enterprise

Suppliers and Contractors who conduct business with Henderson County Public Schools should support the M/W/SBE program by making an effort to engage minority, women, and small businesses in the use of any subcontractors for goods and services they provide to Henderson County Public Schools to the extent available.

**Does Vendor agree when using subcontractors to take the required steps to assure that minority-owned, women-owned and small business enterprise vendors are used when possible?**

Yes \_\_\_\_\_ No \_\_\_\_\_

**SECTION 12: PAYMENT**

Payment shall be made by Henderson County Public Schools to Vendor Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

**SECTION 13: AWARD CRITERIA**

Henderson County Public School's intent is to award the contract to one sole provider for all products.

As provided by statute, award will be based on the lowest, responsible, responsive bidder as determined by consideration of:

- 1) Prices offered.
- 2) Conformity with specifications and requirements listed in the IFB.
- 3) Agreement with all Terms, Conditions.
- 4) Guaranteed delivery schedule.

- 5) Transportation Charges.
- 6) Quality of equipment or products offered.
- 7) Demonstration of proposed equipment or samples of product, if required.
- 8) General reputation and performance capabilities of the bidder (including past performance)
- 9) Suitability of items for intended use.

**QUESTIONS**

All questions regarding this bid shall be addressed in writing to Joni Huchzermeier, CLGPO, Purchasing Agent and emailed to [jdhuchzermeier@hcpsnc.org](mailto:jdhuchzermeier@hcpsnc.org) no later than Noon on Thursday, June 11, 2026. If any questions submitted result in a change to the bid solicitation, an Addendum will be issued and posted to the Henderson County Public Schools website <https://www.hendersoncountypublicschoolsnc.org/finance/purchasing/> no later than 4:00 pm on Monday, June 15, 2026.

**Henderson County Public Schools reserves the right to reject any or all bids for any or no reason, and to waive informalities.**

## MILLS RIVER ELEMENTARY MULTI-USE TRAIL AND SITE IMPROVEMENTS BID FORM

	<u>Qty.</u>	<u>Description</u>	<u>Notes</u>	<u>Size</u>	<u>Unit Cost</u>	<u>Contractor Pricing</u>
<b>TREES</b>						
	4	Acer saccharum 'Autumn Fest'	Sugar Maple (tree on-site, install only)	25 gal	\$ -	
	4	Amelanchier 'Autumn Brilliance'	Serviceberry (tree on-site, install only)	15 gal	\$ -	
	3	Cercis canadensis 'Forest Pansy'	Redbud (tree on-site, install only)	15 gal	\$ -	
	4	Quercus biloba	Swamp white oak (tree on-site, install only)	25 gal	\$ -	
Costs for installation, soil amendments, and one-year warranty. Contractor is responsible for watering and caring for all plant material until final project acceptance by landscape architect/owner.						
					<b>Total Plant Cost=</b>	
<b>ADDITIONAL ITEMS</b>						
<u>Qty.</u>	<u>Unit</u>	<u>Item</u>	<u>Description</u>			
	LF	Silt Fencing	Install silt fencing as shown on plans and per detail			
	LF	Temporary Construction Entry	Install temp construction entry as shown on plans and per detail			
	LF	Tree Protection Fencing	Install tree protection fencing as indicated on plans and per detail			
	SF	Till and Amend Planting Beds	Includes all planting beds and outlying perennial groupings. Rip all soils with mini excavator to 18" depth. Areas shall be cleaned of debris >1", tilled to 8" depth, and amended with 1" of organic compost, 2" of Natures Helper, 50 lbs/1000sf Milorganite, and 5 lbs/1000sf Super Phosphate. All planting beds to have machine cut or hand spaded edges. Provide a unit cost per square foot and total installed price.			

	SF	Seeding - Turf Areas	Apply selective herbicide to eradicate broadleaf and noxious grass species. Amend soils and prepare appropriate seedbed as necessary, apply 10-10-10 fertilizer at 20 lbs/1000sf, lime at 50 lbs/1000sf, and seed disturbed areas with turf-type fescue at a rate of 6 lbs/1000 sf. Lightly apply wheat straw mulch. Provide a unit cost per square foot and total installed price. Contractor responsible for watering/maintaining seeded areas until full establishment. Hydroseeding is also acceptable.		
	LF	5' ADA accessible granite fines multi-purpose trail	Final grade trail, prepare compacted ABC gravel base, and surface with 2" granite fines per detail		
	SF	Cast in Place concrete steps with handrails : Area A - <b>ADD ALTERNATE</b>	Provide and install cast in place stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Cast in Place concrete steps with handrails : Area B - <b>ADD ALTERNATE</b>	Provide and install cast in place stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Cast in Place concrete steps with handrails : Area C - <b>ADD ALTERNATE</b>	Provide and install cast in place stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Segmental block steps with handrails : Area A - <b>ADD ALTERNATE</b>	Provide and install cast segmental block stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Segmental block steps with handrails : Area B - <b>ADD ALTERNATE</b>	Provide and install cast segmental block stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Segmental block steps with handrails : Area C - <b>ADD ALTERNATE</b>	Provide and install cast segmental block stairs as shown on plan with code-compliant powder coated steel handrails		
	SF	Boulder Retaining Walls <b>ADD ALTERNATE</b>	Provide and install boulder retaining walls as indicated on plans and per detail provided. Wall A = 95 linear feet minimum Wall B = 80 linear feet minimum Wall C = 206 linear feet minimum Wall D = 216 linear feet minimum		
	SF	Segmental Block Retaining Walls : <b>ADD ALTERNATE</b>	Provide and install segmental block retaining walls as indicated on plans and per detail provided. Wall A = 95 linear feet minimum Wall B = 80 linear feet minimum Wall C = 206 linear feet minimum Wall D = 216 linear feet minimum		
	SF	Cast in Place concrete sidewalks : Area A	Provide and install cast in place concrete sidewalks as indicated on plans. To include compacted ABC base course. Final surface to have a light broom finish.		

	SF	Cast in Place concrete sidewalks : Area B - <b>ADD ALTERNATE</b>	Provide and install cast in place concrete sidewalks as indicated on plans. To include compacted ABC base course. Final surface to have a light broom finish.		
	SF	Cast in Place concrete sidewalks : Area C - <b>ADD ALTERNATE</b>	Provide and install cast in place concrete sidewalks as indicated on plans. To include compacted ABC base course. Final surface to have a light broom finish.		
1	LUMP SUM	Site Grading	Prepare and grade site as indicated on plans. To include grubbing of existing surface material, mass grading, soil compaction, and temporary seeding per spec.		
1	LUMP SUM	Expand Play Field	Provide fill dirt and place/compact in 12" lifts to establish grades indicated on plans. Fill slopes to be 3:1 max. Lime, fertilize, and seed with turf-type fescue and mulch with wheat straw.		
16	EACH	Benches - <b>ADD ALTERNATE</b>	Provide and install Global Industries Post Mounted Benches as shown on plans and per manufacturers mounting specifications		
1	LUMP SUM	Miscellaneous Drainage	Provide and install drainage structures (culverts, drop inlets, drainage aprons, etc...)		
			<b><u>Base Bid Total =</u></b>		

**PREPARED BY:** \_\_\_\_\_

\_\_\_\_\_  
Contractor Signature and Date

Contractor Contact Info:

**HENDERSON COUNTY PUBLIC SCHOOLS**  
**STANDARD TERMS & CONDITIONS**

The Contract, Henderson County Public School’s Standard Terms and Conditions, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

1. E-Verify: As required by N.C.G.S. § 143-133.3, Contractor certifies that it verifies the work authorization of each of its employees under the requirements of N.C.G.S. Article 2 of Chapter 64 ("E-Verify"). If Contractor utilizes a subcontractor of any tier, Contractor shall require all subcontractor(s) of any tier to comply with E-Verify requirements.
  
2. Jessica Lunsford Act: Under North Carolina law, certain sex offenders are prohibited from coming onto school campuses. Contractor agrees to conduct an annual check of the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program and the National Sex Offender Registry for all of its employees whose job involves direct interaction with students as part of the job. Henderson County Public Schools prohibits any personnel listed on such registries from being on any property owned or operated by Henderson County Public Schools and from having any direct interaction with students. As a term of this Contract, said checks must be performed by the Contractor and reported to Henderson County Public School’s Superintendent or designee, if Contractor’s employees will be working directly with students. **Under provisions set forth in the Jessica Lunsford Act under North Carolina law, Contractor certifies that by entering into a contract with Henderson County Public Schools, neither Contractor nor any employee or agent of Contractor, is listed as a sex offender on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and/or the National Sex Offender Registry.**
  
3. Termination: The Contract may be terminated by either party hereto upon thirty (30) days written notice to the other. In the event the Contract is terminated pursuant to the provisions of this paragraph, Henderson County Public Schools shall have no obligation to compensate Contractor for services which have not been performed. Unless otherwise agreed by the Parties in writing, Contractor shall continue to provide services to Henderson County Public Schools during the thirty (30) day notice period, at the same rate of service performed by Contractor during the thirty (30) days prior to receipt of notice. If Contractor fails to do so, Henderson County Public Schools may retain any monies otherwise due to Contractor.
  
4. Independent Contractor: It is understood that Contractor executes the Contract as an independent contractor and that Contractor shall have the exclusive control over the means, methods and details of fulfilling its obligation under the Contract. The Contract is not intended and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, joint enterprise, or association between the Parties or any of their owners, officers, directors, members, managers, partners, representatives, employees or agents. Contractor agrees to perform and discharge all obligations of an independent contractor under any and all laws, whether existing or in the future in any way pertaining to the tasks hereunder, including but not limited to Social Security laws, Workers' Compensation Insurance, income taxes, and State Employment Insurance taxes or contributions; and Contractor will hold Henderson County Public Schools harmless against all such laws. Neither federal nor state local income tax, nor payroll tax of any kind shall be withheld or paid by Henderson County Public

Schools on behalf of the Contractor or the employees of Contractor. No Worker's Compensation Insurance shall be obtained by Henderson County Public Schools concerning Contractor or Contractor's employees.

5. Audit: During and after the term of the contract, the State Auditor, or any Auditor contracted by Henderson County Public Schools, may be given access to persons and records of the Contractor that are generated as a result of, or are related to, the Contract for purposes of verifying accounts and data affecting fees or performance, as provided in G.S. § 143-49(9). Contractor shall keep all records for 3 years after the end of the contract period. The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance: 1. The State Auditor. 2. The internal auditors of the affected department, agency or institution. 3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
  
6. Discrimination: If applicable, Contractor and any subcontractors employed by Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
  
7. Family Education Rights and Privacy Act: Contractor acknowledges that Henderson County Public Schools is subject to the Family Education Rights and Privacy Act (FERPA) (20 U.S.C. § 1232G; 34 C.F.R. 99). To the extent Contractor generates or maintains education records that are subject to FERPA, Contractor will comply with applicable FERPA requirements. Contractor will not access or make any disclosures of student education records to third parties without prior notice to and consent from Henderson County Public Schools or as otherwise provided by the law or the Contract. For purposes of the Contract, Henderson County Public Schools designates Contractor as a school official with a legitimate educational interest in the education records of participating students to the extent access to Henderson County Public School's records is required by Contractor to carry out its services. If, Henderson County Public Schools provides Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information including "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), Contractor hereby certifies that collection of this information is necessary for the performance of Contractor's duties and responsibilities under the Contract. Contractor further certifies that it will maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it will not re-disclose personally identifiable information pursuant to FERPA or by any other State or Federal laws.
  
8. FERPA Electronically Stored Data Compliance: Contractor is expressly prohibited from selling or trading any education records or personally identifiable information acquired under the Contract. Furthermore, Contractor agrees not to attempt to re-identify students from aggregated data. Further, Contractor will not use any personally identifiable information or education records to advertise or market to students of Henderson County Public Schools or their parents. Any personally identifiable information and education records held by Contractor pursuant to the Contract will be made available to Henderson County Public Schools upon request.

Contractor will store and process all data using appropriate administrative, physical, and technical safeguards to secure personally identifiable information and education records from unauthorized access, disclosure, and use. Contractor will conduct periodic risk assessments and remediate any identified

security vulnerabilities in a timely manner. Contractor will also have a written incident response plan, to include prompt notification to Henderson County Public Schools in the event of a security or privacy incident, as well as procedures for responding to a breach of data. Contractor agrees to share its incident response plan upon request. Contractor shall, for all personally identifiable data and education records in its possession and in the possession of any subcontractors, or agents to which it has transferred data as permitted herein, destroy or de-identify such data when such data is no longer needed to perform the Contract.

If Contractor experiences a security breach concerning any information covered by the Contract, and such breach is covered by N.C.G.S. §75.61(14), then Contractor will (a) fully comply with Contractor’s obligations under the N.C. Identity Theft Protection Act, (b) immediately notify Henderson County Public Schools with the information listed in N.C.G.S. §75-65(d)(1-4), and (c) fully cooperate with the Board in carrying out its obligations under said Identity Theft Protection Act. Contractor will indemnify Henderson County Public Schools for any breach of confidentiality or failure of its responsibilities to protect confidential information, and for cost of notification of affected persons as a result of its accidental or negligent release of personally identifiable information or education records provided to Contractor pursuant to the Contract.

- 9. North Carolina Public Records Law: Contractor acknowledges that Henderson County Public Schools is subject to the requirements of North Carolina’s Public Records Law ("NCPRL"), N.C.G.S. § 132-1, *et. seq.* The Contract and any related documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received by Henderson County Public Schools in connection with the transaction of the Contract may be considered a "public record," subject to disclosure under the NCPRL. Henderson County Public Schools is under no obligation to notify Contractor prior to its compliance of its duties under NCPRL.
- 10. Liability Insurance: It is understood and agreed between the parties that each person performing services under the Contractor shall be covered by Contractor for all actions, omissions, injuries or other liabilities occurring during the performance of the services, to the same extent as if such events occurred on Contractor’s property.

During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

**Worker’s Compensation** – The Contractor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of \$150,000.00, covering all of Contractor’s employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

**Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

**Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be

\$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and  
\$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

The Contractor shall furnish a Certificate of Insurance as proof of the above coverages to Henderson County Public Schools prior to the effective date of Contract. Certificate will contain provision that the insurance coverages cannot be canceled, reduced in amount or coverage eliminated without 30 days written notice to Henderson County Public Schools. Owner's Protective insurance must list Henderson County Public Schools as a "Named Insured" as its interest may appear. Henderson County Public Schools reserves the right to require higher or lower insurance limits where warranted. Henderson County Public Schools shall maintain its usual and customary insurance coverage and/or coverage agreement.

11. Ownership of Work Product: All works authored, produced, developed, or reduced to practice by Contractor for the benefit of Henderson County Public Schools during its provision of the services in the Contract shall be owned by Henderson County Public Schools and Henderson County Public Schools shall have all common law, statutory, and other reserved rights therein.
12. Indemnification: **CONTRACTOR, FOR ITSELF AND ITS EMPLOYEES, AGENTS, VOLUNTEERS AND PARTICIPANTS, DOES HEREBY INDEMNIFY AND HOLD HARMLESS, HENDERSON COUNTY PUBLIC SCHOOLS, ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, ATTORNEYS' FEES AND LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER AND HEREBY ASSUMES THE RISK OF INJURY OR LIABILITY AND AGREES NOT TO SUE HENDERSON COUNTY PUBLIC SCHOOLS FOR ANY INJURY OR LIABILITY ARISING OUT OF OR RESULTING FROM CONTRACTOR'S PERFORMANCE HEREUNDER.**
13. Anti-Trust: The Contract has been entered into in compliance with state and federal antitrust laws. Contractor certifies by entering into the Contract:
  - a) That the Contractor and/or any of its Principals is not presently debarred, per the State's website (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) and Federal Excluded Parties List ([www.sam.gov/portal/public/SAM](http://www.sam.gov/portal/public/SAM)); or suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into the Contract by any federal agency or by any department, agency or political subdivision of the State.
  - b) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

- c) The Contractor shall provide immediate written notice to Henderson County Public Schools if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - d) The certification in this section is a material representation of fact upon which reliance is placed by Henderson County Public Schools in making the Contract. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to Henderson County Public Schools, then Henderson County Public Schools may terminate the Contract for default.
14. Travel Expenses: Unless otherwise stated in the Contract, the agreed upon price for the services provided herein includes travel expenses, accommodation expenses and any and all other expenses, costs, and remuneration (including, but not limited to, equipment, tools, and supplies) the Parties have agreed to unless otherwise provided for in the Contract.
15. Affiliation: Contractor shall not represent itself as affiliated with or endorsed by Henderson County Public Schools without the prior written consent. Contractor shall not use any of Henderson County Public School's logos, images, trademarks, or copyrights without prior written consent. The Contract shall not be used for advertising by Contractor without prior approval of Henderson County Public Schools.
16. Assignment: Unless agreed to in writing by Henderson County Public Schools, the Contract is not assignable. Any attempt to assign the Contract to any third party shall be null and void and shall relieve Henderson County Public Schools of any further liability under the Contract.
17. Compliance with Law & Board Policy: Contractor agrees to comply with all federal and State laws, rules, regulations, administrative requirements, and Board of Education Policies and Procedures applicable to its provision of the services. Contractor declares that it has complied with all federal, state, and local laws and regulations regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under the Contract.
18. Attorney's Fees: In the event of a dispute between the Parties regarding the enforceability of the Contract, each party shall be responsible for its own attorney's fees.
19. Choice of Law: The Parties agree that the Contract was entered into in the State of North Carolina and that the laws of North Carolina shall govern the Contract, as to interpretation and performance. It is further agreed that the place of the Contract, its situs and forum, will be in the county in North Carolina where Henderson County Public School's Central Office is located.
20. Venue: The Parties agree that the proper venue for any claims brought hereunder is in the county in North Carolina where Henderson County Public School's Central Office is located.
21. Force Majeure: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of the Contract if the party's failure to perform is attributable to war, riot or other disorder, strike or other work stoppage; fire; flood; storm; illness; pandemic, communicable disease, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. However, Henderson County Public Schools will be entitled to a refund for fees paid on account of services not rendered by Contractor including any and all deposits.
22. Non-Appropriation: Henderson County Public Schools agrees to duly request the appropriation of funds from its funding sources for all payment amounts specified in the Contract through its annual funding request at levels consistent with the prior fiscal year. Notwithstanding anything to the contrary herein, if

the funds that Henderson County Public Schools requests for a fiscal year are reduced or not appropriated, Henderson County Public Schools will not be obligated to pay amounts due beyond the end of the last fully funded fiscal year. If a non-appropriation event occurs, Henderson County Public Schools will notify Contractor, the Contract will terminate at the end of the last fiscal year for which funds were fully appropriated, and Henderson County Public Schools will not be in default or material breach of the Contract.

23. Integration & Amendment: The Contract is fully integrated and represents the entire understanding between the Parties. The Contract may be modified or amended only by written instruments signed by both Parties. Unless explicitly stated in the Contract, nothing contained in the Contract is intended to benefit any third party. The Contract shall be deemed to have been drafted by both Parties and any ambiguities in the construction of the Contract shall not be construed solely against Henderson County Public Schools.
24. Severability: The Contract is severable and if any provisions of the Contract are deemed invalid or illegal by a court of competent jurisdiction, the other remaining provisions of the Contract shall remain valid and enforceable.
25. Execution: The Contract may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
26. Authority: Both Parties executing the Contract acknowledge that they have authority to bind their respective party to the terms and conditions set forth in the Contract.
27. Sovereign Immunity: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign or governmental immunity or other State or federal constitutional or statutory provision or principle that otherwise would be available to Henderson County Public Schools under applicable law.
28. Pre-Audit Certification: Execution of the Pre-Audit Certification on the Contract and/or purchase order is a condition precedent to the effectiveness of the signatures.
29. Acknowledgment: The undersigned represents and acknowledges that they have carefully read the entire Contract (and any attachments), understand the Contract (and any attachments) and its consequences, and knowingly and voluntarily enter into the Contract.
30. Iran Divestment / Divestment From Companies that Boycott Israel: By acceptance of the Agreement, Contractor affirms that it, or any Subcontractor hired by Contractor, is not listed on the *Final Divestment List* and *Parent and Subsidiary List* located at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which was created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58. It is the responsibility of each Contractor to monitor its Subcontractor's compliance with this restriction.
31. Notice: Any notice required or desired to be given under the Contract shall be deemed given if in writing and sent by certified mail to the principal office of Henderson County Public Schools at: 414 Fourth Avenue West, Hendersonville, NC 28739 Attention: Purchasing Agent
32. Subcontracting: Contractor shall not subcontract any portion of the work to be performed under this Contract without prior written approval of Henderson County Public Schools.

33. Performance and Default: If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, Henderson County Public Schools shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of, Henderson County Public Schools, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Henderson County Public Schools for damages sustained by Henderson County Public Schools by virtue of any breach of this Contract, and Henderson County Public Schools may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due Henderson County Public Schools from such breach can be determined.

In case of default by the Contractor, Henderson County Public Schools may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

In addition, in the event of default by the Contractor under this contract, Henderson County Public Schools may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts Henderson County Public Schools has with the Contractor, and de-bar the Contractor from doing future business with Henderson County Public Schools.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Henderson County Public Schools may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with it, and de-bar the Contractor from doing future business.

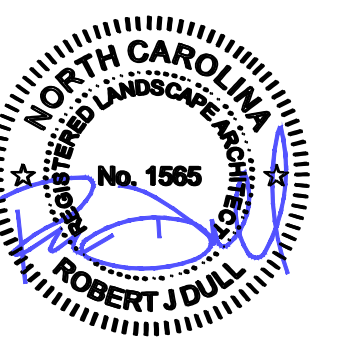
34. Payment Terms: Payment terms are Net not later than 30 days after receipt of correct invoice(s) or acceptance of services, whichever is later, or in accordance with any special payment schedule identified in this Contract. Henderson County Public Schools is responsible for all payments to the Contractor under the contract.

35. Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract or purchased by it for this contract and will reimburse Henderson County Public Schools for loss of damage of such property.

36. Criminal Background Checks: Contractor certifies that as of the date of the signed contract, or acceptance of a purchase order, background checks have been performed for all personnel who will have any type of direct contact with the students and staff of Henderson County Public Schools in the performance of this contract. Contractor shall provide a complete list of names and job related duties of all personnel that will be assigned in any capacity to handle Henderson County Public School's account. Copies of background checks for all personnel will also be included. Contractor shall notify Henderson County Public Schools immediately and provide required information should changes in personnel occur, or if any existing personnel is charged of any criminal activity.

37. Taxes: Any applicable taxes shall be invoiced as a separate line item. North Carolina G.S. § 143.59.1 bars the Secretary of Administration from entering into contracts with vendors if the vendor or its affiliates meet on of the conditions of G.S. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the Contract documents, the vendor certifies that it and all of its affiliates, collect(s) the appropriate taxes.

38. Warranty: Contractor warrants to Henderson County Public Schools that all equipment furnished will be new, of good material and workmanship, and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fail under normal use, free of negligence or accident, for a minimum period of twelve (12) months from date of receipt. Such replacement shall include all parts, labor, and transportation cost to the location where equipment is down, free of any charge to Henderson County Public Schools.
39. Federal Uniform Administrative Requirements: Federal Funds. The Contractor shall make all necessary inquiries to correctly identify all sources of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).
40. ADA Compliance: All vendors of Henderson County Public Schools must ensure their products and services are available to individuals with disabilities, in line with the Americans with Disabilities Act (ADA). For digital accessibility, vendors should comply with WCAG 2.1 AA standards, which include making digital content perceivable, operable, understandable, and robust for users with disabilities. Digital offerings must be compatible with assistive technologies like screen readers, braille displays, and voice recognition software. Vendors must provide reasonable modifications to their products and services to accommodate individuals with disabilities unless doing so would cause undue hardship or fundamentally alter the nature of the service. Vendors must ensure effective communication with individuals with disabilities, which may include providing auxiliary aids and services such as accessible electronic documents, captions for videos, and alternative text for images. Failure to meet these requirements may result in termination of the contract.



MILLS RIVER ELEMENTARY - PHASE I

94 SCHOOL HOUSE ROAD  
MILLS RIVER, NC

PREPARED FOR:  
MRS. PTO

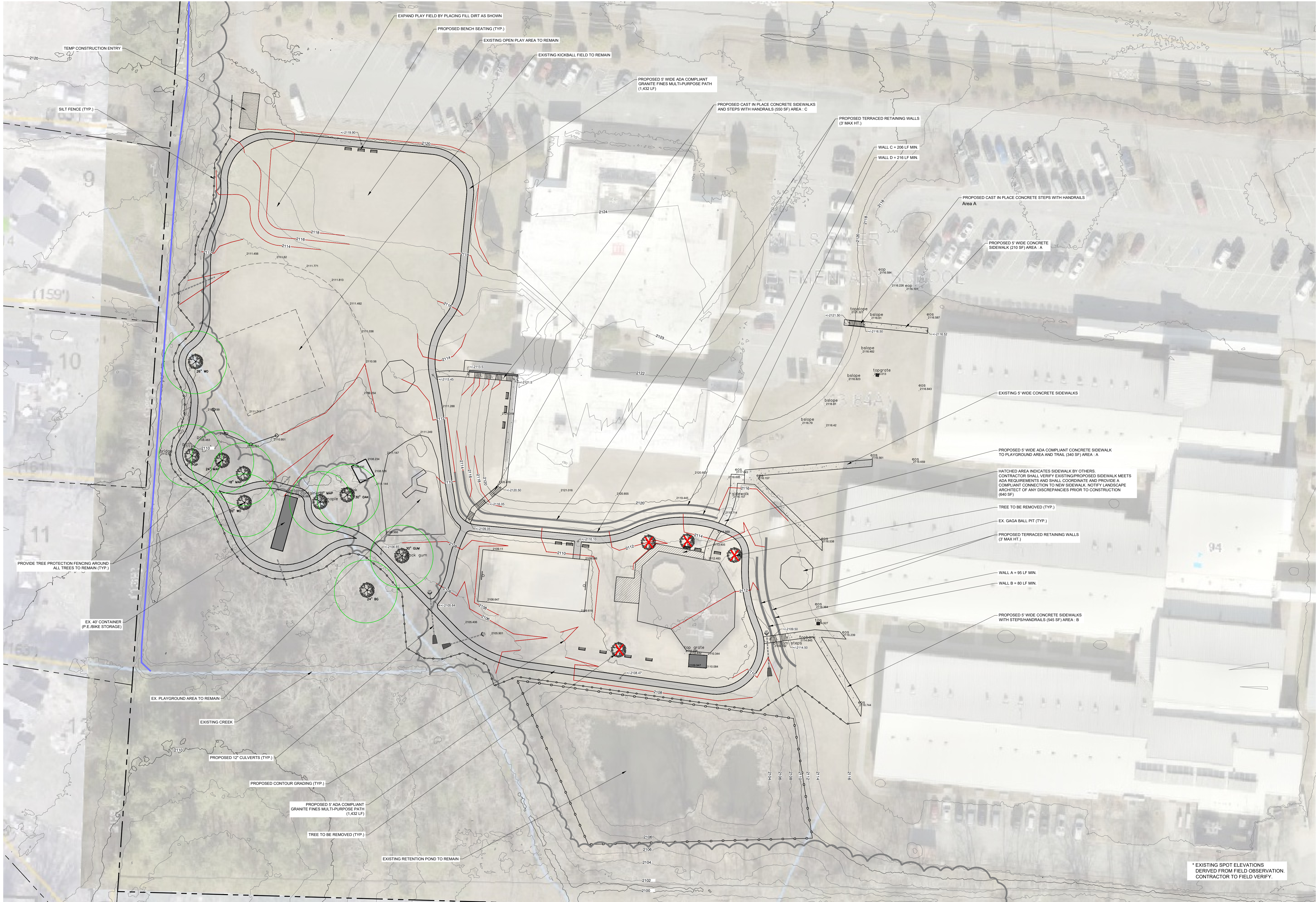
MULTI-PURPOSE TRAIL

PLAN SET

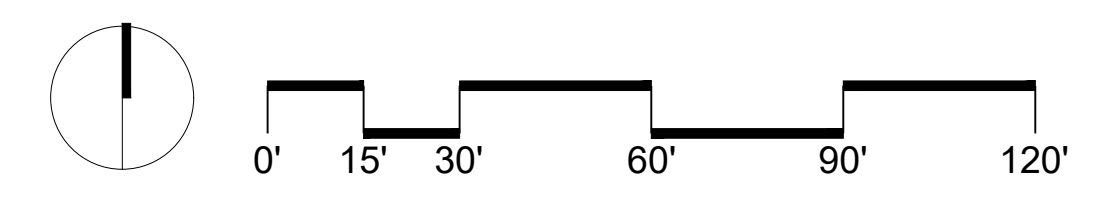
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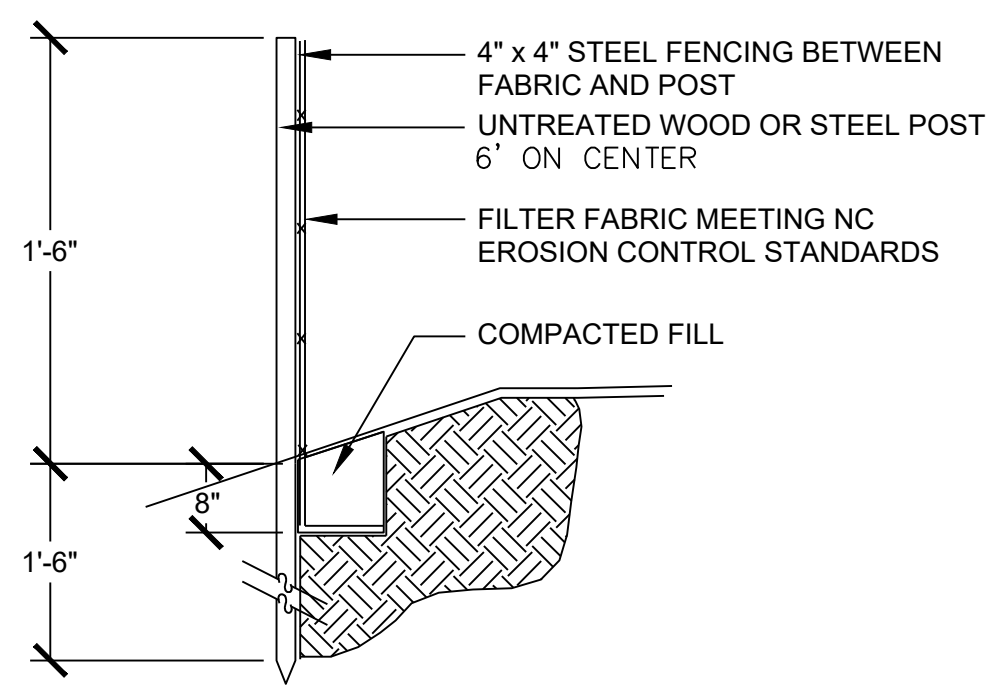
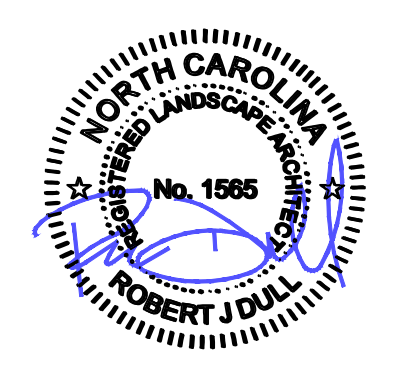
SHEET NO.

L-100

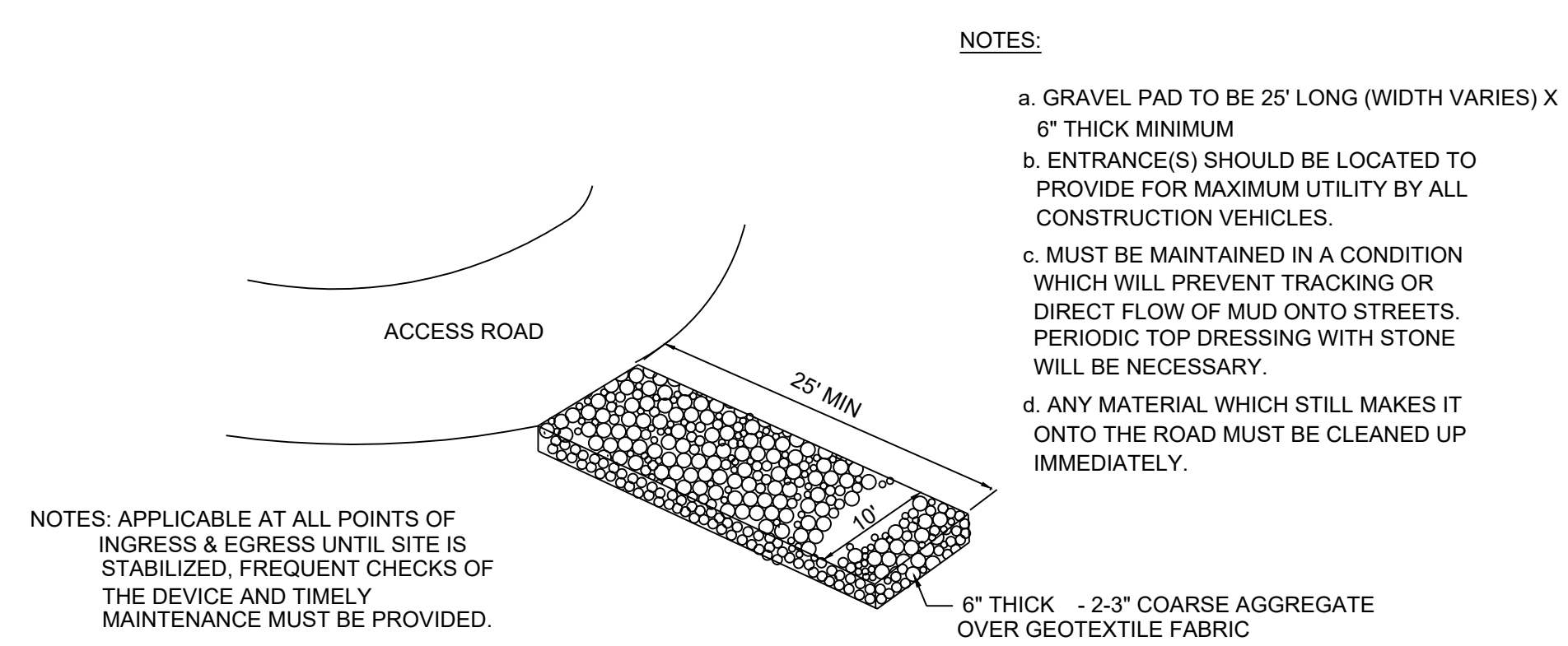


\* EXISTING SPOT ELEVATIONS  
DERIVED FROM FIELD OBSERVATION.  
CONTRACTOR TO FIELD VERIFY.

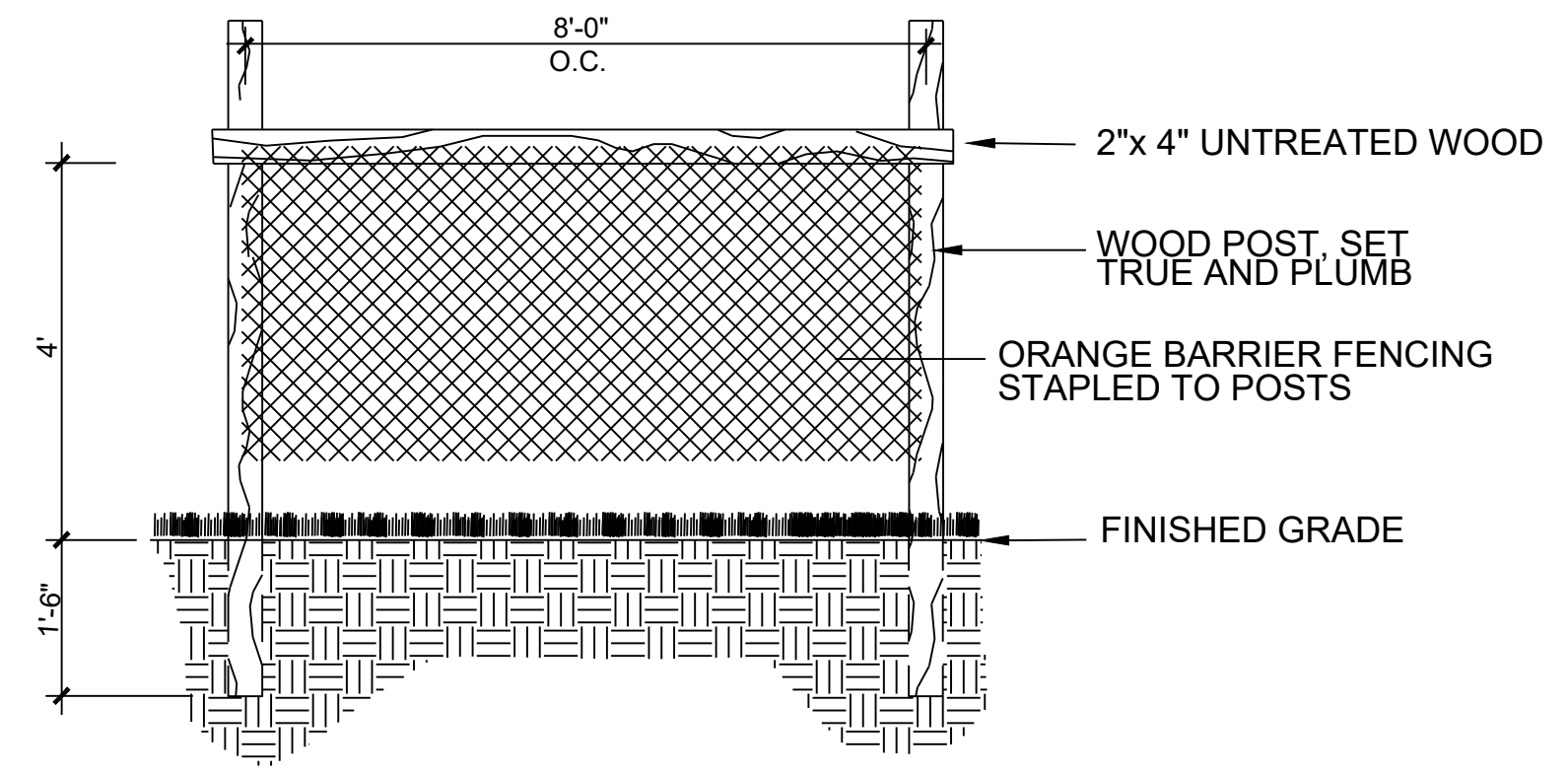




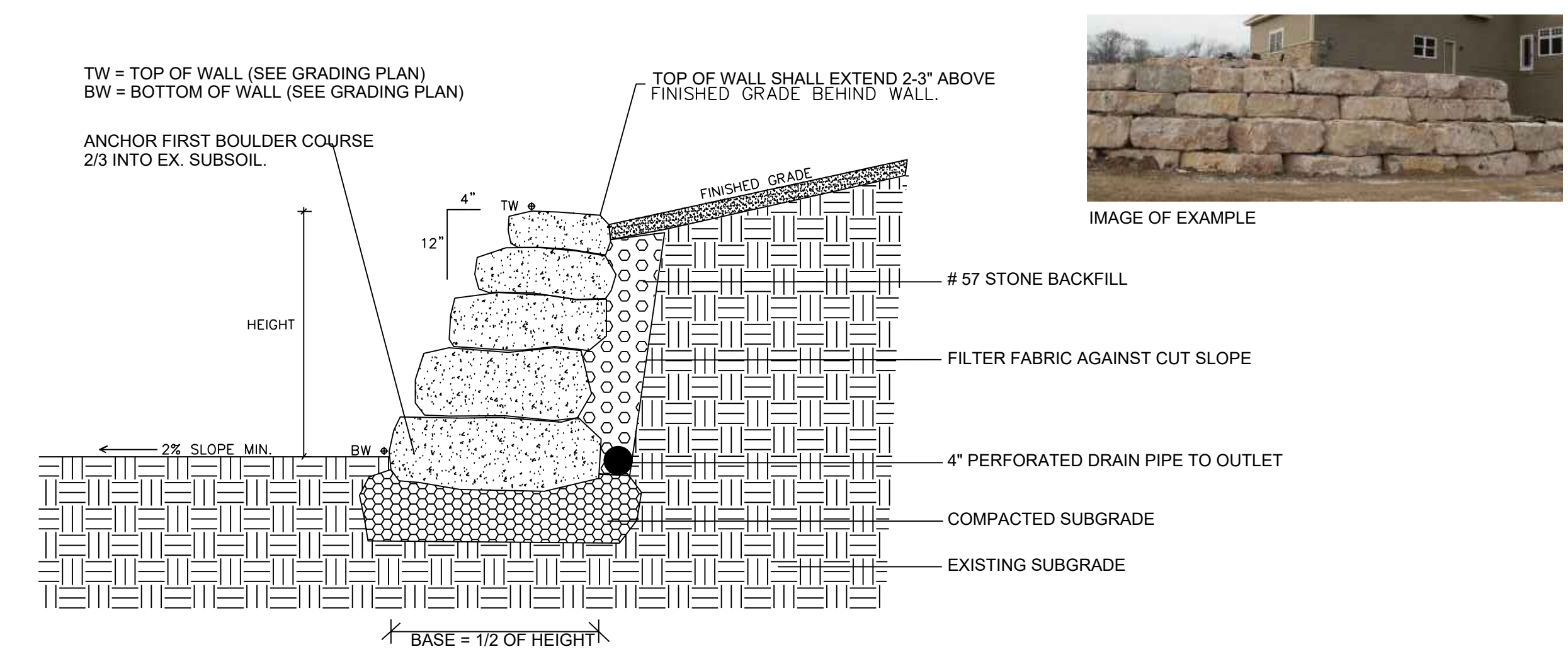
**A REINFORCED SILT FENCE**  
SCALE: NTS



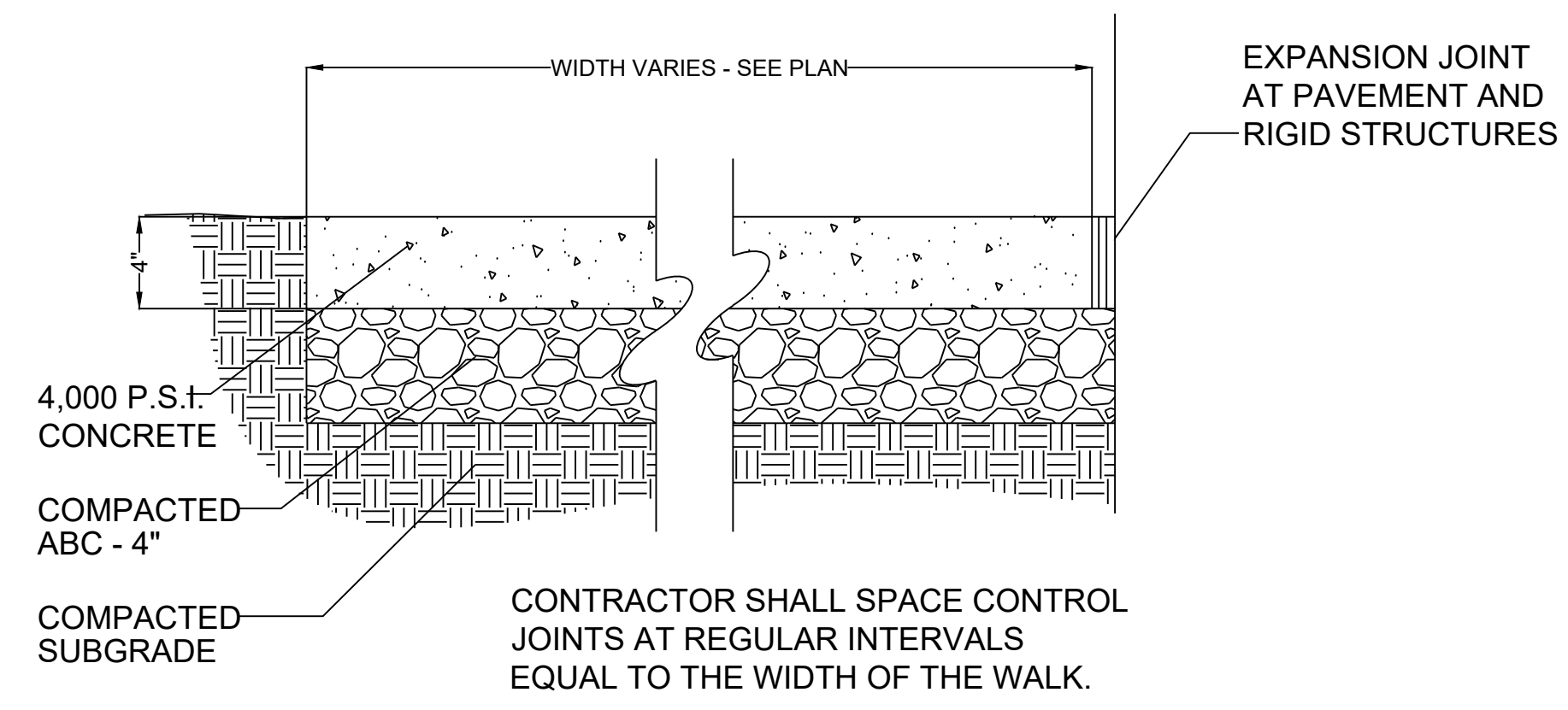
**B TEMP. CONSTRUCTION ENTRANCE**  
NOT TO SCALE



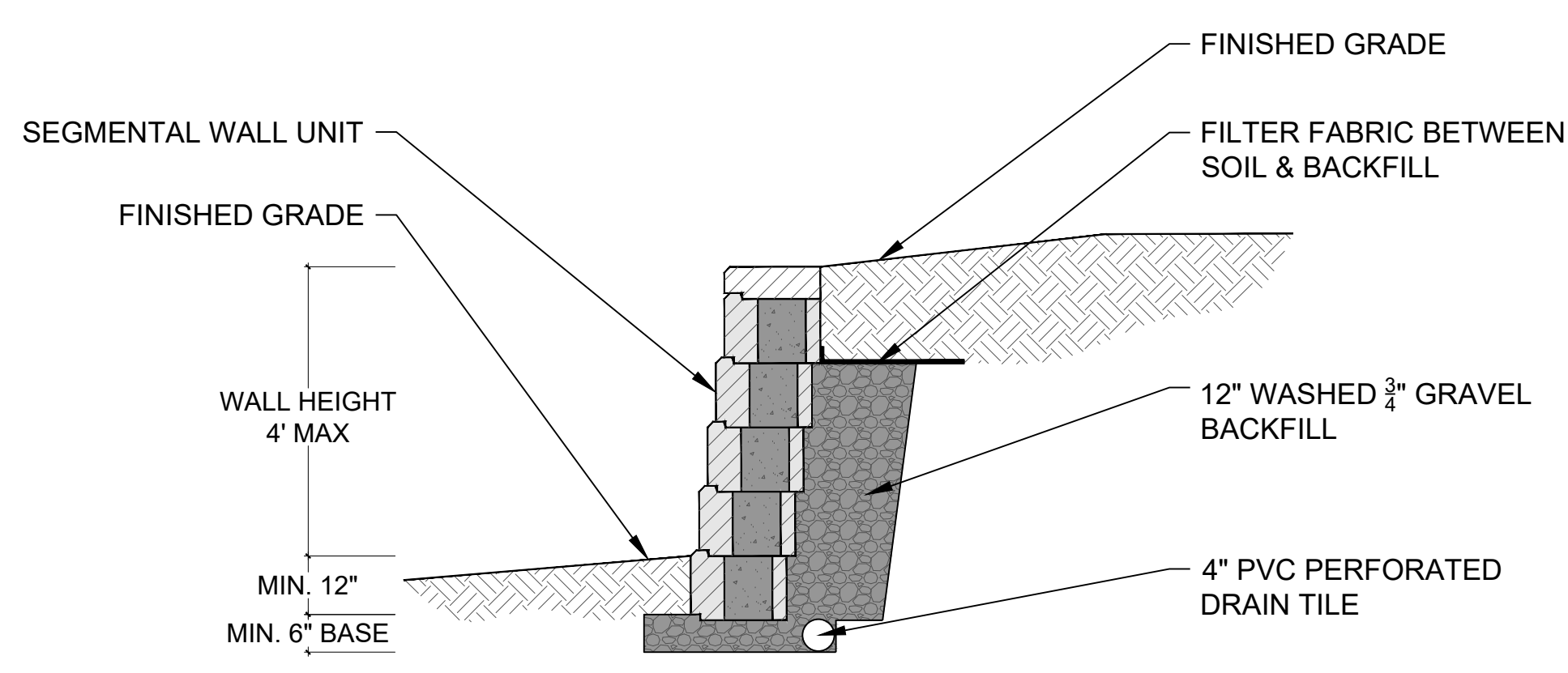
**C TREE PROTECTION FENCE**  
SCALE: NTS



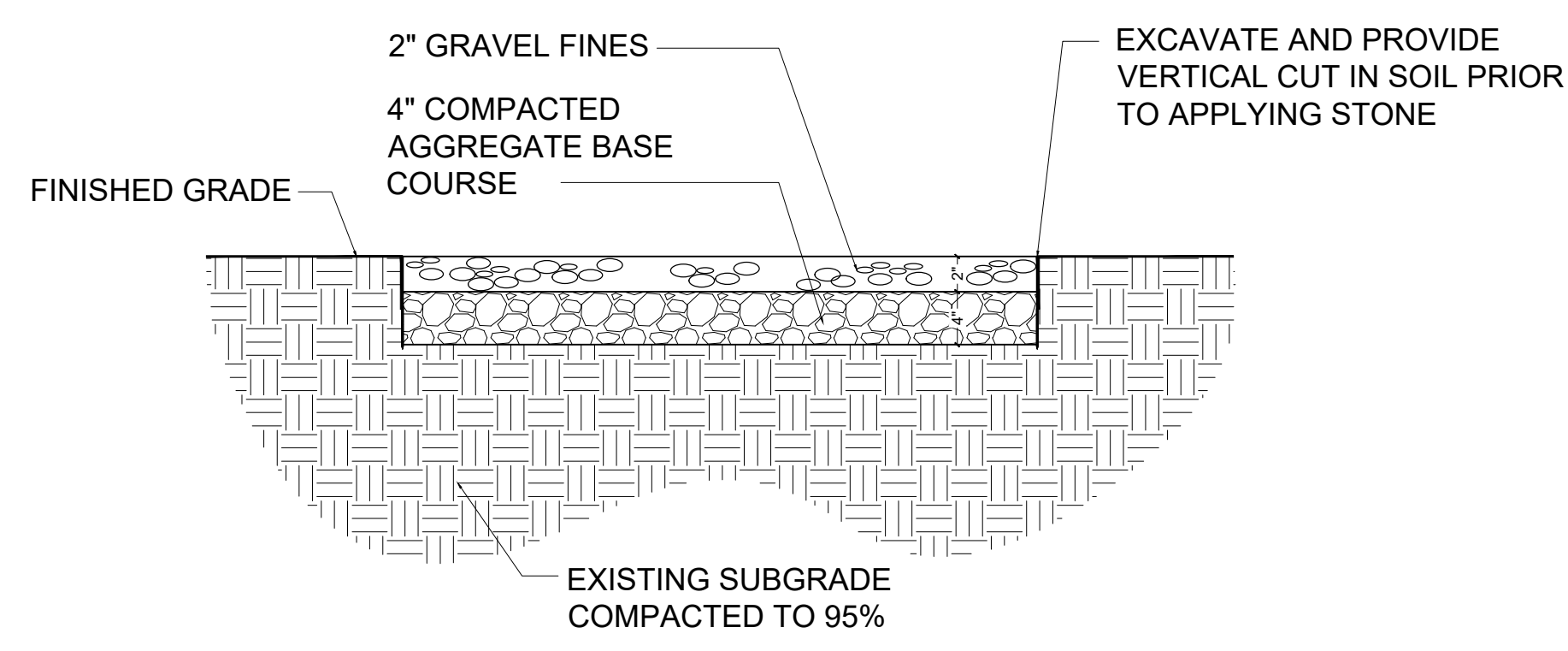
**D BOULDER RETAINING WALL**  
SCALE: NTS



**E CONCRETE SIDEWALK**  
SCALE: NTS



**F SEGMENTAL RETAINING WALL (TYP.)**  
SCALE: NTS  
\* CONTRACTOR TO PROVIDE PRODUCT SPEC SHEET FOR APPROVAL



**G GRANITE FINES PATH**  
SCALE: NTS

MILLS RIVER ELEMENTARY - PHASE I

94 SCHOOL HOUSE ROAD  
MILLS RIVER, NC

PREPARED FOR:  
MRS. PTO

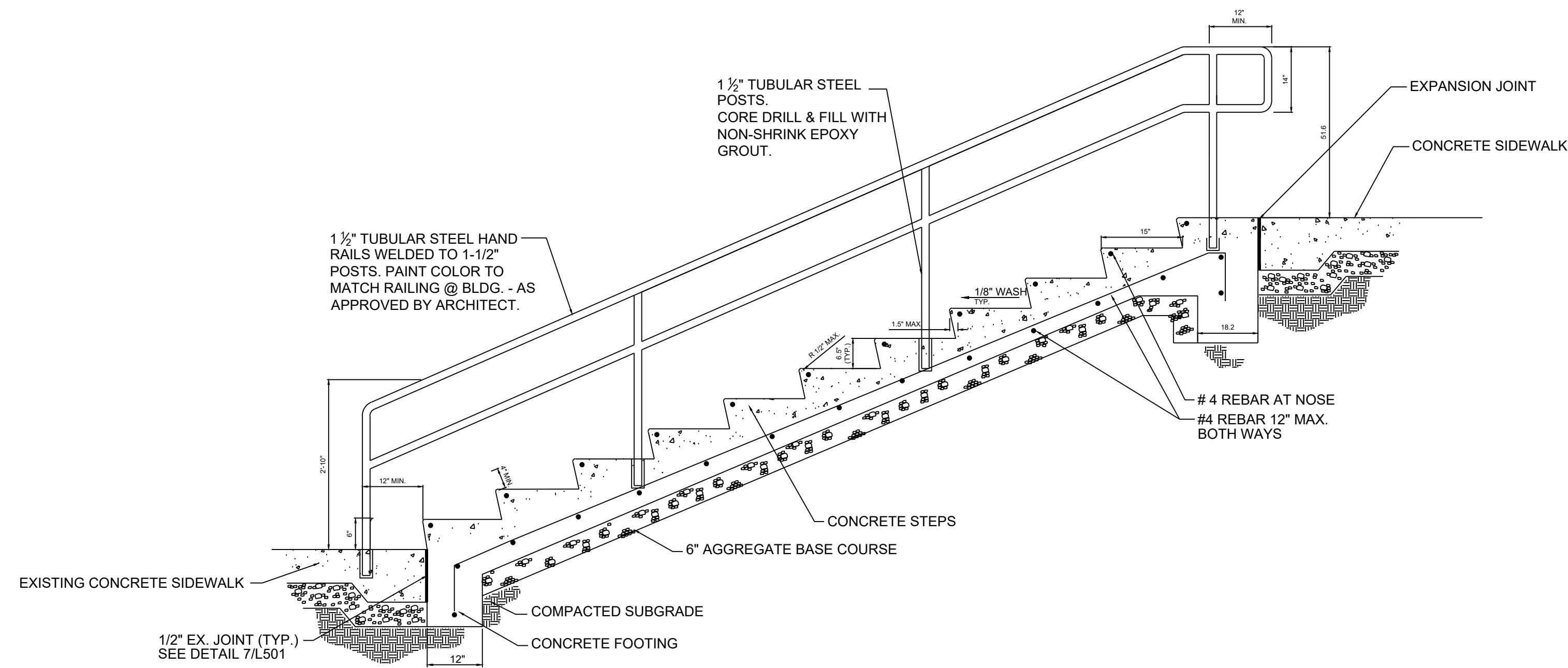
SITE DETAILS

PLAN SET

#	DATE	DESCRIPTION
1	05.13.26	PHASE I - CD PLANS
2		
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SHEET NO.

L-101



**A CONCRETE STEPS WITH HANDRAILS**  
SCALE: NTS



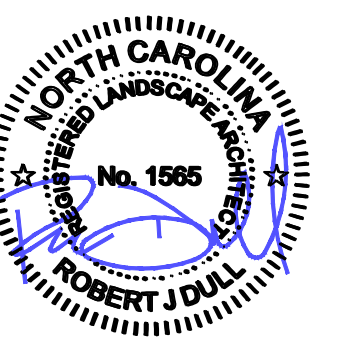
\*PROVIDE CONCRETE BASE MOUNT PER MANUFACTURERS SPECIFICATIONS

- NOTES:
1. ALL DRAWINGS ARE PRELIMINARY ONLY. NOT TO BE USED FOR INSTALLATION OF ANY KIND.
  2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
  3. DO NOT SCALE DRAWING.
  4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
  5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.

**B PERFORATED OUTDOOR STEEL BENCHES**  
SCALE: NTS

**General Notes**

1. DO NOT SCALE FROM DRAWING. LAYOUT TO BE DONE BY SURVEYOR USING AUTOCAD GENERATED COORDINATE DATA.
2. LAYOUT SITE ELEMENTS IN THE FIELD PRIOR TO CONSTRUCTION AND OBTAIN ARCHITECT'S APPROVAL PRIOR TO PROCEEDING.
3. CONTACT LANDSCAPE ARCHITECT IMMEDIATELY IF LAYOUT CONFLICTS OR AMBIGUITIES ARISE.
4. GRADING CONTRACTOR SHALL MEET WITH L.A. ON SITE TO REVIEW CLEARING, DEMOLITION AND GRADING PRIOR TO STARTING WORK.
5. ANY EXCESS MATERIAL REMAINING FROM PROJECT EXCAVATION SHALL BE LEGALLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.
6. ANY IMPORTED FILL MATERIAL SHALL BE EVALUATED AND APPROVED BY A GEOTECHNICAL ENGINEER FOR ITS INTENDED PURPOSE. PLACE FILL MATERIAL IN 8 INCH LIFTS AND COMPACT TO 95% STANDARD PROCTOR MINIMUM.
9. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING DURING ALL PHASES OF CONSTRUCTION.
10. ALL HORIZONTAL DRAINAGE PIPE TO BE DOUBLE WALL HDPE UNLESS OTHERWISE NOTED. MAINTAIN AT LEAST 2% SLOPE ON ALL PIPES.
11. COORDINATE DOWNSPOUT LOCATIONS WITH L.A./BUILDER.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING EXISTING UTILITIES AND STRUCTURES UNTIL ALL CONSTRUCTION IS COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES MADE TO EXISTING FACILITIES AND STRUCTURES.
13. THE CONTRACTOR SHALL EXTEND ALL REQUIRED UTILITIES (WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TV, ETC.) IN COORDINATION WITH UTILITY COMPANIES AND ARCHITECT.
14. CALL ARCHITECT IMMEDIATELY IF ANY PROPOSED OR EXISTING CONDITIONS CONFLICT WITH UTILITIES.
15. EROSION CONTROL MEASURES ARE GENERAL IN NATURE. CONTRACTOR IS RESPONSIBLE FOR ADDITIONAL MEASURES AS REQUIRED TO PREVENT ON- OR OFF-SITE RUNOFF AND EROSION.
16. ALL CULVERTS SHALL HAVE TEMPORARY INLET PROTECTION INSTALLED IMMEDIATELY AFTER CULVERT HAS BEEN INSTALLED. (SEE DETAIL)
18. CONTRACTOR IS RESPONSIBLE FOR WEEKLY INSPECTION OF ALL EROSION AND SEDIMENT CONTROL MEASURES. COMPLETE NEEDED REPAIRS IMMEDIATELY. MAINTAIN SEDIMENT FENCE BY CLEANING OUT SEDIMENT BEFORE IT REACHES HALF FULL. CONTRACTOR SHALL INSPECT ALL EROSION CONTROL DEVICES FOLLOWING ALL RAIN EVENTS.
19. ALL DIMENSIONS ARE TO FACE OF CURB, WALL OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED
20. REMOVE ALL TEMPORARY EROSION CONTROLS AFTER DISTURBED AREAS HAVE BEEN STABILIZED AND COMPLETED. REPAIR AREAS DISTURBED BY REMOVAL OF TEMPORARY EROSION CONTROL DEVICES IMMEDIATELY WITH PERMANENT SEEDING OR MULCH.
21. DO NOT REMOVE ANY E&SC CONTROL STRUCTURES, MEASURES, OR DEVICES UNTIL THE HENDERSON COUNTY DEVELOPMENT SERVICES REPRESENTATIVE HAS ISSUED COMPLIANCE NOTIFICATION AT THE FINAL INSPECTION.
21. ALL PROPOSED STORM DRAIN LINES SHALL HAVE A MIN. OF 12" COVER UNLESS NOTED OTHERWISE.
22. THE CONTRACTOR SHALL PROVIDE FINISHED GRADES AS SHOWN ON THE PLAN WITHIN A 1/2" TOLERANCE.
23. ALL TREES, UNDERSTORY AND OTHER VEGETATION TO REMAIN SHALL BE PROTECTED FROM INJURY DURING ANY LAND CLEARING AND CONSTRUCTION PROCESS.
24. THE CONTRACTOR SHALL NOT PARK VEHICLES, STORE MATERIALS OR TRENCH WITHIN THE DRIPLINE OF TREES TO REMAIN, OR WITHIN BARRIERS PROTECTING ANY VEGETATION TO REMAIN.
25. THE CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR THE STORAGE OR DISPOSAL OF MATERIALS SUCH AS PAINTS, SOLVENTS, ASPHALT, CONCRETE, OR ANY OTHER MATERIAL THAT MAY DAMAGE THE HEALTH OF VEGETATION WITHIN THE DRIPLINE OF ANY PROTECTED VEGETATION.
26. A TEMPORARY TREE PROTECTION BARRIER FENCE SHALL BE INSTALLED AS SHOWN ON PLAN. TREE BARRIERS SHALL REMAIN THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS.
27. SEE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
28. ALL DISTURBED SOILS NOT COVERED BY STONE OR MULCH SHALL BE TEMPORARILY SEEDDED WITH CREEPING RED FESCUE AT 6 LBS. PER 1000SF.
29. WHEN FEASIBLE, TOPSOIL SHALL BE HARVESTED AND STORED ON-SITE FOR USE BY LANDSCAPE CONTRACTOR.
30. CONTRACTOR SHALL PROVIDE EROSION CONTROL FABRIC (NAGREENSC150) IN ALL PROPOSED SWALES IMMEDIATELY AFTER GRADING IS COMPLETE.
31. ANY TEMPORARY ROADS OR CONSTRUCTION PATHS AROUND STRUCTURE SHALL BE COVERED WITH 4" SHREDDED MULCH IMMEDIATELY AFTER GRADING.
33. CONTRACTOR IS RESPONSIBLE FOR ALL SITE DEBRIS.
34. ENSURE POSITIVE DRAINAGE TO EROSION CONTROL STRUCTURES AT THE END OF EACH WORK DAY AND PRIOR TO ANY STORM EVENT.
35. ENSURE THAT ALL SWALES AND DITCHES ARE STABILIZED ADEQUATELY TO CARRY RUNOFF IN A NON-EROSIVE FASHION FROM THE DESIGN STORM PRIOR TO ANY EVENT/NEED. (SEE NOTE 30)



**MILLS RIVER ELEMENTARY - PHASE I**

94 SCHOOL HOUSE ROAD  
MILLS RIVER, NC

PREPARED FOR:  
MRS. PTO

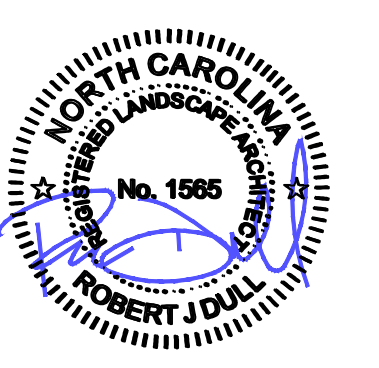
**SITE DETAILS**

**PLAN SET**

#	DATE	DESCRIPTION
1	05.13.26	PHASE I - CD PLANS
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SHEET NO.

**L-102**



MILLS RIVER ELEMENTARY - PHASE I

94 SCHOOL HOUSE ROAD  
MILLS RIVER, NC

PREPARED FOR:  
MRS PTO

PLANTING PLAN

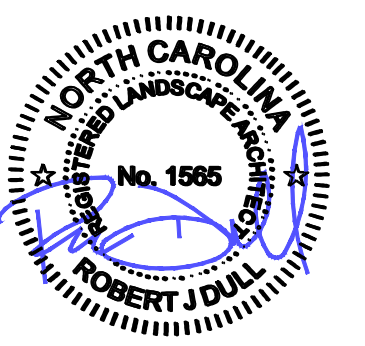
PLAN SET

#	DATE	DESCRIPTION
1	05.13.26	PHASE I - CD PLANS
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**PLANT SCHEDULE**

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	DETAIL	REMARKS
	ACE JFJ	ACER SACCHARUM 'JFS-KW8' / AUTUMN FEST® SUGAR MAPLE	25 GAL.	POT	4		
	AME GRA	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' / AUTUMN BRILLIANCE APPLE SERVICEBERRY	15 GAL.	POT	4		
	CER FOR	CERCIS CANADENSIS 'FOREST PANSY' / FOREST PANSY EASTERN REDBUD	15 GAL.	POT	3		
	QUE BIC	QUERCUS BICOLOR / SWAMP WHITE OAK	25 GAL.	POT	4		

\* PROVIDE COST FOR INSTALLATION ONLY. PLANT MATERIAL IS ON-SITE.



**MILLS RIVER ELEMENTARY - PHASE I**

94 SCHOOL HOUSE ROAD  
MILLS RIVER, NC

PREPARED FOR:  
MRS PTO

**PLANTING DETAILS**

**PLAN SET**

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SHEET NO.

**L-104**

**LANDSCAPE NOTES:**

- PROCEED WITH AND COMPLETE LANDSCAPE WORK AS RAPIDLY AS PORTIONS OF SITE BECOME AVAILABLE, WORKING WITHIN SEASONAL LIMITATIONS FOR EACH KIND OF LANDSCAPE WORK REQUIRED.
- CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR ONE YEAR FROM COMPLETION OF THE WORK. REPLACEMENT PLANTS AND LABOR SHALL BE PROVIDED AT THE CONTRACTOR'S EXPENSE.
- DETERMINE LOCATION OF UNDERGROUND UTILITIES AND IRRIGATION OR DRAINAGE PIPING AND PERFORM WORK IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE. HAND EXCAVATE, AS REQUIRED. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S COST.
- PROVIDE TREES, SHRUBS AND PLANTS OF QUANTITY, SIZE, GENUS, SPECIES AND VARIETY SHOWN AND SCHEDULE FOR LANDSCAPE WORK AND COMPLYING WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK". PROVIDE HEALTHY, VIGOROUS STOCK, GROWN IN RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL, INCLUDING POOR BRANCHING STRUCTURE OR DAMAGED TRUNKS.
- REPORT ANY POORLY DRAINED SOILS OR ANY DRAINAGE PROBLEMS TO LANDSCAPE ARCHITECT IMMEDIATELY. FAILURE TO REPORT SUCH CONDITIONS WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR CORRECTING THE PROBLEM AND REPLACING DAMAGED OR LOST PLANTS.
- BED PREPARATION:**  
REMOVE ALL DEBRIS, BRUSH, STUMPS, ROCKS, AND CONSTRUCTION TRASH. SPRAY WEEDS WITH GLYPHOSATE TWO WEEKS BEFORE PLANTING. WHEN SOIL IS DRY, TILL EXISTING CLAY TO A DEPTH OF 8" AND RAKE OUT ALL CLODS AND DEBRIS. SPREAD TRIPLE SUPER PHOSPHATE AT RATE OF 5 LBS/1000 SF OR 1/2 LB/100SF. SPREAD 3" OF SOIL MIX (SEE #7 BELOW). TILL MIX THOROUGHLY INTO NATIVE SOIL AND RAKE SMOOTH. WHERE SLOPES ARE TOO STEEP TO TILL, PLANT HOLE BY HOLE, DIGGING SOIL AMENDMENTS THOROUGHLY INTO NATIVE SOIL, AND DIGGING HOLES A MINIMUM OF 2 X THE SIZE OF ROOTBALL.  
SOIL MIX IS A 60/40 BLEND OF WHICH 60% IS COMPOST AND 40% IS BLACK SCREENED TOPSOIL. ASHEVILLE MULCH YARD'S AEB MIX IS AN ACCEPTABLE SUBSTITUTE FOR COMPOST. LA TO APPROVE ANY SUBS. MUST BE CERTIFIED WEED FREE AND BLACK, WELL-ROTTED WITH NO CLUMPS OF PARTIALLY DECOMPOSED LEAVES.
- PLANT AND WATER THOROUGHLY. CONFIRM THAT PERENNIAL AND GROUND COVER ROOT BALLS WILL BE COVERED WHEN SOIL HAS SETTLED AFTER WATERING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO RETURN TO THE SITE AND COVER WITH COMPOST ANY ROOT BALLS THAT ARE EXPOSED 1" OR MORE ABOVE GRADE DUE TO SETTLING OR FREEZE/THAW.
- B&B TREES CAN BE PLANTED IN NATIVE SOIL, UNLESS THAT SOIL IS COMPACTED CONSTRUCTION CLAY( IF SO, USE 40% NATIVE SOIL AND 60% SOIL MIX AS BACKFILL). DO NOT USE MUDDY SOIL FOR BACKFILLING.
- INSTALLATION OF PLANT MATERIAL BELOW EXISTING TREES SHALL BE DONE WITHOUT TILLING TO PROTECT THE EXISTING ROOT STRUCTURES. HOLES FOR PLANT MATERIAL IN THESE AREAS SHALL BE DUG BY HAND. HAND DUG HOLES FOR SHRUBS AND CONTAINER TREES SHALL RECEIVE 60% SOIL MIX AS BACKFILL.
- INSTALLATION OF PERENNIALS AND GROUND COVERS UNDER EXISTING TREES - BUILD UP SOIL (MAX HEIGHT 3") USING SOIL MIX AND SPREAD PLANT ROOTS OUT FOR SHALLOWER PLANTING.
- MULCH: FOR TREES AND PLANTING AREAS, MULCH SHALL BE 4" DOUBLE GROUND PINE, FREE FROM DELETERIOUS MATERIALS.

