#### ADAMS COUNTY

### CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this Hamber day of August, 2013, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County" and Formost Construction Company, PO Box 559, Temecula, CA 92593, hereinafter referred to as the "Contractor."

The County and the Contractor, for the consideration herein set forth, agree as follows:

# 1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications and in all other documents incorporated herein by reference, entitled:

Invitation for Bid: Riverdale Knolls Golf Course Irrigation System Replacement Project 2013.140

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it is satisfied as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, all other matters which can affect the work under this Agreement, and the Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material has been found to be in accordance with the requirements of the specifications. All costs of initial testing

- shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.
- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

# 2. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08</u>

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

# 3. RESPONSIBILITIES OF THE COUNTY

- 3.1. The County shall:
  - 3.1.1. Provide information as to its requirements for the project.
  - 3.1.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
  - 3.1.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
  - 3.1.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

## 4. TERM

4.1. The work to be performed under this Agreement shall be completed by June 14, 2014.

#### 5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of two million dollars (\$2,000,000.00).

- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed, materials delivered, and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County and, is dependent upon the following:
  - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
  - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. <u>Fund Availability:</u> The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

#### 6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Amount		Daily Charge
From More	Up To and	
Than	Including	Amount
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract		

plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

# 7. **SUBCONTRACTING**

7.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

#### 8. CHANGE ORDERS OR EXTENSIONS

- 8.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 8.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

# 9. INSPECTIONS, REVIEWS AND AUDITS

- 9.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
  - 9.1.1. Work to be completed, if any;
  - 9.1.2. Work not in compliance with the Agreement, if any; and
  - 9.1.3. Unsatisfactory work for any reason, if any.
- 9.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

#### 10. CLEAN-UP

10.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

#### 11. PROJECT ADMINISTRATION

- 11.1. The Project Manager for this Agreement shall be Brian Keighin with Irrigation Technologies, who can be reached by phone at 720-240-6208. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 11.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 11.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 11.4. All claims, disputes and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

# 12. NONDISCRIMINATION

- 12.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
  - 12.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## 13. INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts

and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

### 14. <u>INDEMNIFICATION</u>

The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

# 15. INSURANCE

- 15.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverages of insurance.
  - 15.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence

\$1,000,000

General Aggregate

\$2,000,000

15.1.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage

\$1,000,000 (each accident)

Personal Injury Protection

Per Colorado Statutes

15.1.3. Workers' Compensation Insurance:

Per Colorado Statutes

15.1.4. <u>Professional Liability Insurance</u>\*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence \$1,000,000

- \* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 15.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:
  - 15.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 15.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 15.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 15.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 15.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

#### 16. TERMINATION

16.1. <u>Termination Of Agreement For Convenience Of The County</u> The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will

- be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 16.2. <u>Termination Of Agreement For Cause:</u> If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

# 16.3. Ownership Of Partially Completed Work

- 16.3.1. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 16.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes until such time as the exact amount of damages, due the County from the Contractor, is determined.

# 17. **BONDING**:

17.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

# 18. MUTUAL UNDERSTANDINGS

- 18.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 18.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

- 18.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 18.4. <u>Assign Ability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 18.5. <u>Waiver:</u> Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 18.6. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 18.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Riverdale Golf Course

Contact: Brian Keighin, Irrigation Technologies

Address: 10395 West Ottawa Avenue City, State, Zip: Littleton, CO 80127

Phone: 720-240-6208

E-mail: Brian@IrrigationTechnologies.biz

Department: Adams County Purchasing

Contact: Jennifer Tierney

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6049

E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Formost Construction Co

Contact: Scott Cloud Address: P.O. Box 559

City, State, Zip: Temecula, CA 92593

Phone: 951-698-7270

E-mail: scott@formostconstruction.com

- 18.8. <u>Integration of Understanding:</u> This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 18.9. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 18.10. <u>Authorization:</u> Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

<b>Board of County Commissioners</b>	
Chair Formost Construction Co	9.9-13 Date
Signature Signature	8   14   13 Date
Rrinted Name	VICE PRESIDENT Title
Attest:	THE COUNTY COURSE
Karen Long, Clerk and Recorder	Deputy Clerk
Approved as to Form:	Adams County Attorney's Office
NOTARIZATION:	
county of <u>California</u> state of <u>Riverside</u>	) )SS.
Signed and sworn to before me this <u> </u> da	ay of <u>Aug US+</u> , 2013,
by K. P. Cloud  What Public	ERIN N. WEAVER COMM. #1912707 NOTARY PUBLIC - CALIFORNIA RIVERSIDE COUNTY My Comm. Expires Nov. 8, 2014
My commission expires on:	2014

# CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

# **CONTRACTOR:**

Title

FORMOST CONSTRUCTION CO	8/14/13
Company Name	Date
Name (Print or Type)	
Signature Signature	
VICE ROSIDENT	

Note: Registration for the E-Verify Program can be completed at: <a href="https://www.vis-dhs.com/employerregistration">https://www.vis-dhs.com/employerregistration</a>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

#### Exhibit A

#### **GENERAL INSTRUCTIONS**

- 1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids for Riverdale Knolls Irrigation Replacement Project.
- 2. All documents related to this BID will be posted on the Rocky Mountain Bid System at: <a href="http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp">http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp</a>
  - 2.1. Vendors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
- 3. Written questions may be submitted through July 15, 2013. All questions are to be submitted to <Name>, <Title>by E-mail at xxx.
- 4. An Addendum to answer submitted questions will be issued no later than xxx
- 5. There will be a **Mandatory Pre-Bid conference** on xxx at 1:00 at the Pro Shop 13300 Riverdale Road Brighton, CO 80602.
- 6. Bids
  - 6.1. Sealed bids for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on July 25, 2013.
  - 6.2. The bid opening time shall be according to our clock.
  - 6.3. Bids will be publicly opened and read aloud at this time.
  - 6.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
  - 6.5. No bids will be accepted after the time and date established above, except by written addenda.
  - 6.6. Bids shall be submitted on the forms provided by the COUNTY. Two (2) copies of the Bid are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents. Photo copies of the Bid documents are acceptable.
  - 6.7. The awarded bidder will be required to sign a contract, a sample contract has been provided as Exhibit "B".

7. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

# 8. BID REQUIREMENTS

- 8.1. Three (3) copies: 1 paper original, 1 paper copy and 1 CD (PDF) of the bid are required. If brochures or other supportive documents are requested, then it is required that xxx sets be submitted with bid.
- 8.2. All bids must be signed.
- 8.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 8.4. Each Bid Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid. A form has been provided as Exhibit "A". Bidders may also submit bonding on their own form.
- 8.5. As soon as each Bid Proposal, Bid Summary, Bid Schedule, Bid Bond and other required information have been checked compared and evaluated, the County will return the bonds of all except the three lowest responsible bidders. The lowest responsible bidder will be asked to provide a surety bond and a performance bond and will be provided an Agreement for signature. The Bid Bond (or Certified Check) from the next two lowest responsible bidders will be retained until an Agreement, surety bond, and performance bond have been executed or approved by the County. After such time their Bid Bond (or Certified Check) will be returned.
- 8.6. A performance bond and surety bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract. The Agreement shall be signed by the successful bidder and returned, together with the performance bond and surety bond within ten (10) days after the date of the award.
- 8.7. Surety companies executing bid and performance bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.
- 8.8. Bids may not be withdrawn after date and hour set for closing.
- 8.9. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 8.10. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Title123.

- 8.11. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County) offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 8.12. Bids must be submitted on the form as supplied/described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 8.13. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 8.14. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 8.15. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 8.16. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 8.17. Issuance of this solicitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
- 8.18. Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, E-mail, or facsimile machines are not acceptable.
- 8.19. If a formal contract is required, the offeror agrees and understand a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

- 9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.
  - 9.1. Adams County is an equal opportunity employer.
  - 9.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 9.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 9.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 9.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 9.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 9.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
  - 9.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

- 9.9. Adams County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
- **10. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
  - 10.1. <u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage and personal injury.

10.1.1. Each Occurrence

\$1,000,000

10.1.2.

General Aggregate

\$2,000,000

10.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

10.2.1. Bodily Injury/Property Damage

\$1,000,000 (each accident)

10.2.2.

Personal Injury Protection

Per Colorado Statutes

10.3. Workers' Compensation Insurance:

Per Colorado Statutes

10.4. <u>Professional Liability Insurance</u>: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

10.4.1. Each Occurrence

\$1,000,000

- 10.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 10.5. The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - 10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor

- in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.
- 10.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 10.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 10.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
  - 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

# **END OF GENERAL INSTRUCTIONS**

#### Overview

The Riverdale Knolls golf course is a Parkland style Par 71 18-hole golf course located in Brighton, Colorado. The existing irrigation system is a Toro satellite system with central control that was installed over 40 years ago. The current system is fully automatic system valve in head sprinklers irrigating approximately 125 irrigated acres of turf. The plan referred to throughout the document is attached as a PDF labeled as Exhibit "C"

# 12.1 Project Needs

The following is a summary of the work for the Project:

- 12.1.1 <u>Main Irrigation Line</u> approximately 27,000 linear feet 4" to 16" in diameter, buried to a depth of 30" from top of pipe, High density polyethylene pipe (HDPE), to be installed via track type or rubber tire 110hp (minimum horsepower) trencher.
- 12.1.2 <u>Lateral Irrigation Lines</u> approximately 139,000 linear feet 2" diameter buried to a depth of 18" from top of pipe, High density polyethylene pipe (HDPE), to be installed via 60hp rubber tire vibratory plow.
- 12.1.3 <u>Main Pump Station</u> Installation of a new 1900 GPM Flowtronex pump station using the existing wet well, intake structure, and pump building. Contact Mr. Jay Folk at Arapahoe Pumping Systems for scope and pricing. 303-794-8344.
- 12.1.4 <u>Bratner Pump Station</u> Installation of a new 300 GPM pump station, 48" wet well, concrete slab, and erection of a Tuff Shed building as an enclosure. See Sheet 8 for pump station bidders.
- 12.1.5 <u>Valves</u> —Poly stub X Poly stub fusion bond epoxy coated ductile iron body resilient wedge gate valves on the large diameter pipe (4"-12") and fusion bond epoxy coated ductile iron body EPDM valve seal, stainless steel bonnets and trim on the 2" lateral isolation valve equipment.
- 12.1.6 <u>Control System</u> Satellite based hardwire control system connected to a new central control software package and weather station.

12.1.7 Approximate Sprinkler Quantity -1300 Valve-in-head sprinklers, 370 short radius block zone type sprinklers, 200 MP Rotator heads, 80 - 1.5" electric valves 24 - 1" electric valves, 24 irrigation controllers, and 33 winter quick couplers.

#### 12.1 Constraints

- 12.1.1 The Contractor will be required to keep all golf holes open during the installation.
- 12.1.2 The existing irrigation system will need to remain in operation during the installation of the new system.
- 12.1.3 The Contractor will have extensive experience installing a new irrigation system on an existing 18 hole facilities of similar size and system scope.
- 12.1.4 The Contractor will have extensive and verifiable experience with the handling and installation of high density polyethylene pipe (HDPE) and associated materials found in golf irrigation renovation projects.
- 12.1.5 The Contractor will have formal and verifiable training in the methods of assembly for HDPE pipe.
- 12.1.6 The Contractor will have extensive and verifiable experience with satellite based control systems. Identify product brand and solenoid count of each project.

#### 12.2 Schedule

The following dates have tentatively been established:

Bid documents available:

June 26, 2013

Mandatory on-site pre-bid meeting:

June 10, 2013 1:00pm - Pro Shop

Bids due:

July 25, 2013 2:00pm

Bid evaluation:

July 30 2013

Contract award:

Aug 5, 2013

Construction begins:

September 15, 2013

Mainline installation:

September-November 2013

Begin lateral pipe installation:

November 2013

Irrigation Substantially Complete:

April 30, 2014

Review installation/Punch List:

May 1-6, 2014 May 6-15, 2014

Address punch list items:

Final review/Warranty begins:

May 15, 2014

## 12.3 Qualifications

Bids will only be considered from Contractors who are qualified. Qualification is intended to establish those bidders deemed qualified and experienced and with the financial ability to undertake construction of the Project. Riverdale Knolls Golf Course may request additional information substantiating the Contractor's qualifications. Using the company letterhead, please attach your responses. Failure of companies to respond to any of the following submittal requirements may be grounds for considering a qualification non-responsive and/or refusing a qualified status.

Companies will be evaluated on their past irrigation installation experience, their references, bonding capacity, and performance on projects of similar size and nature during the past 5 years.

Please provide the following information:

# 12.4.1 Previous Work Experience

- 12. 4.1.1 List three (4) or more golf course irrigation renovation projects with an minimum of three (3) of the systems being a satellite type system on an 18 hole or equivalent sized golf course replacement projects of similar nature and scope to this project that have been completed by the company within in the 5 years.
- 12.4.1.2 Provide information regarding the proposed project team's recently completed projects including name, location, physical description, delivery method, completion date, cost and owner reference, including name and current phone number.
- 12.4.1.3 Provide information specifically regarding the proposed project team's experience in working on other projects of similar scope.

# 12.4.2 Personnel and Organization

- 12.4.2.1 Identify and supply resume for key personnel staff, including project principal, project manager, construction superintendent, and any others to be assigned to this project team.
- 12.4.2.2 List any subcontractors to be employed on this project and the services they will perform and the number of years associated with you.
- 12.4.2.3 Indicate the projects listed in Item A in which they were involved.
- 12.4.2.4 On attached sheets provide resumes of each person (or subcontractor), describing specific experience and qualifications that will indicate ability to perform work required on this Project. Also include all current professional certifications held by each of those persons.
- 12.4.2.5 Provide information regarding your current and projected workload.
- 12.4.2.6 Include current equipment and labor rates.

# 12.4.3 Project Approach

Describe your firm's approach to:

- 12.4.3.1 Providing continuity between the construction staff and project management team.
- 12.4.3.2 Means of completing the project by May 2014.
- 12.4.3.3 Constructability review and value engineering to control costs and maintain budget.
- 12.4.3.4 Communication with the project team.
- 12.4.3.5 Quality control.
- 12.4.3.6 Method of record keeping during construction.

- 12.4.3.7 Project closeout and commissioning.
- 12.4.3.8 Provide a list of equipment that will be used during the installation of the project, include hourly rates for the use of the equipment.

### 12.4.4 Safety

Describe your company's process/plan to:

12.4.4.1 Ensure the safety of the public, Riverdale Knolls Golf Course staff/employees, and visitors during construction of an occupied facility.

# 12.4.5 Financial

- 12.4.5.1 Demonstrate the ability to secure a project bond from a U.S. Treasury-rated company, for a project of this size.
- 12.4.5.2 Provide a record of Change Orders on previous projects.

## 12.4.6 Other Information

Please feel free to include any other information that may help us understand your company and its approach to a project of this type and size

# 15. Scope of Work

- 15.1 The Contractor shall provide all labor, products, materials, associated materials (whether specified or not), equipment, transportation, and supervision required to construct the irrigation system including, but not limited to:
  - 15.1.1 Valves, mechanical and electric.
  - 15.1.2 Field wiring
  - 15.1.3 Piping, mainline and lateral
  - 15.1.4 Sprinkler heads, quick coupling valves, controller devices, and drip irrigation.
  - 15.1.5 Pumping station.

#### 15.2 Submittals and Substitutions

- 15.2.1 The Irrigation system shall be installed with specified components or approved equal equipment, including sprinkler heads, controllers, subsurface irrigation components and valves. Another manufacturer may be substituted provided they have received an "approved equal" status prior to bidding based on the substitution process established herein.
- 15.2.2 Submittal for substitutions shall meet said addendum process and include any new hydraulic calculations and equipment locations.
- 15.2.3 Substitution calculations and locations shall be proposed in writing and to scale for irrigation specifiers evaluation.
- 15.2.4 Substitutions shall be submitted prior to bidding based on the substitution process herein.

- 15.3 Materials, equipment, and methods of installation shall comply with, but are not limited to the following codes and standards:
  - 15.3.1 All local and state laws and ordinances, and with all the established codes applicable thereto.
  - 15.3.2 National Electrical Code.
  - 15.3.3 American Society for Testing and Materials (ASTM).
  - 15.3.4 National Sanitation Foundation (NSF).
  - 15.3.5 AWWA
- 15.4 All materials submitted will be assembled in an electronic PDF format separated by each component. The Contractor will submit the electronic binder to the Consultant for his review. Include a cut sheet of each component along with the warranty for the product, the Supplier for the product, and a preventative maintenance practices manual for the piece of equipment. The Consultant will review the binder and may request additional information from the Contractor. The submittal package will be approved when the Consultant deems all necessary information has been provided. The Contractor will then assemble one printed and bound submittal book for Riverdale Knolls Golf Course. The document must be assembled and approved prior to construction beginning on the project.
- 15.5 The Contractor will provide a proposed construction schedule for the project.

### 15.6 Conduct of Work

- 15.6.1 The Contractor shall maintain a skilled superintendent on the site during the entire installation of his work. The Superintendent shall have the authority to act for all matters pertaining to the work.
- 15.6.2 The assigned Superintendent and Crew Foreman will be required to complete the project through its entirety.

# 15.7 Rights of Way

- 15.7.1 The Contractor shall acquire the necessary right of way or lawful authority that may be necessary for approved crossings or occupation of any roads, street or alleys upon which the Contractor work will be done.
- 15.8 Deliveries, Handling and Storage
  - 15.8.1 Materials shall be delivered to the site in accordance with manufacturer's recommendations for shipment and protection of materials.
  - 15.8.2 Handling of materials as recommended by manufacturer.
  - 15.8.3 Storage of all materials in locations designated and approved by golf course staff.

- 15.8.4 All materials are required to be contained within a locked storage container located within a fenced compound that will be secured during non-construction hours.
- 15.8.5 The Contractor will provide adequate restroom and refuse facilities for their staff during the entire duration of the project.
- 15.8.6 The Contractors staging area will be kept clean at all times and remove all refuse generated from packing materials and scrap generated during the installation of the project. The staging area will be returned to its original level of cleanliness or better at the completion of the project.

## 15.9 Site Conditions

- 15.9.1 Take precautions to insure that equipment and vehicles do not disturb or damage existing site grading, walks, curbs, pavements, utilities, plants, and other existing items and elements on public and private property.
- 15.9.2 Verify locations and depths of all underground utilities prior to commencing excavation.
- 15.9.3 Repair damage caused by Contractor's actions at no cost to the Riverdale Knolls Golf Course.

# 15.10 Existing Utilities:

- 15.10.1 Locate and mark all existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during this work.
- 15.10.2 Public and/or private underground utilities that are unknown and not located that are damaged during the course of excavation processes shall be repaired at the Riverdale Knolls Golf Course's expense.
- 15.10.3 Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Riverdale Knolls Golf Course immediately for directions. Cooperate with Riverdale Knolls Golf Course and utility companies in keeping respective services and facilities in full operation.
- 15.10.4 Do not interrupt existing utilities serving facilities occupied and used by Riverdale Knolls Golf Course or others during occupied hours, except when permitted in writing by Riverdale Knolls Golf Course and, then, only after acceptable temporary utility services have been provided.
- 15.10.5 Provide minimum of 48-hour notice to Riverdale Knolls Golf Course and receive written notice to proceed before interrupting any utility.

## 15.11 Underground Structures

15.11.1 Underground structures, including boulders that are encountered during excavation in the alignment and depth shown on the plan shall be adjusted if at all possible to avoid its excavation. If alignment and depth adjustment cannot be made and it becomes necessary to remove the same, the Contractor shall be paid for additional cost incurred for removal.

15.11.2 The Contractor must show to the Riverdale Knolls Golf Course or Consultant the problem encountered and receive verbal and written approval before any add-on monies will be allowed.

# 15.12 Protection of Persons and Property:

- 15.12.1 Barricade open excavations occurring as part of this work and post warning lights.
- 15.12.2 Operate warning lights as recommended by authorities having jurisdiction.
- 15.12.3 Protect structures, utilities, sidewalks cart paths, pavements, curbs, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by this work. Damaged areas will be repaired to original condition at Contractors cost.

# 15.13 Existing Cart Paths

- 15.13.1 Piping 3" and larger crossing existing cart paths will have the path saw cut to the width of the trench plus six (6) inches on each side where crossing.

  Material generated during cut will be disposed of off-site by the Contractor. The saw cut will be repaired with 3,000 psi fiber mesh concrete and be color matched the existing path. Repairs will be made with 48 hours of the pipe installation.
- 15.13.2 Concrete path repair will be made in entire panel sections, from one expansion joint to the next.
- 15.13.3 Asphalt cart path repair will made with hot laid asphalt patch that matches the existing asphalt grade.
- 15.13.4 Boring under path is allowed on 2" lateral piping, provided no voids are left between the path and the sub grade.
- 15.13.5 Concrete cart path panels that are replaced will be a minimum of 4" thick and a maximum of 6" thick.
- 15.13.6 Replacement concrete replacement panels will be color matched to the existing path.

#### 15.14 Guarantee

- 15.14.1 For a period of two (2) years from the date of final acceptance of work performed under this Section, the Contractor shall promptly furnish and install any and all parts and equipment, which prove defective in material, workmanship, or installation at no additional cost to Riverdale Knolls Golf Course. This guarantee period shall be contiguous with each phase of the project.
- 15.14.2 Warranty items will be repaired within 48 hours of notice of defect to the Contractor. If the item is not repaired within 48 hours, the Riverdale Knolls Golf Course reserves the right to repair the item(s) and charge the Contractor any material and labor cost for the repair.

- 15.14.3 For phased or multiple season projects and during the warranty period, the Contractor shall drain and winterize the irrigation system each fall for the winter and shall place the irrigation system back into operation each spring at no additional cost to Riverdale Knolls Golf Course. Winterization and spring startup will occur within 48 hours of notice from the Riverdale Knolls Golf Course. The Contractor will use a compressor rated at a minimum 750CFM to winterize the system. The equipment manufacturer will provide a representative to assist on-site with the proper winterization procedure during the warranty period.
- 15.14.4 During the warranty period, the Contractor shall perform non-warranty work or service to the system at the Riverdale Knolls Golf Course's request, and shall be paid on a time and materials basis for such work as negotiated with the Riverdale Knolls Golf Course.
- 15.14.5 The Riverdale Knolls Golf Course will be required to provide necessary maintenance to the system during the warranty period. Necessary maintenance is defined as items that wear with regular operation of the system.

# 15.15 Special Project Requirements

- 15.15.1 The existing system will need to remain fully operational during the mainline installation process All existing equipment must be operational by the end of each work day.
- 15.15.2 The existing system can be taken "off-line" as the new laterals are being installed. Only the hole that has laterals being installed can be non-operational at the time. The remaining holes must remain fully automatic.
- 15.15.3 Existing irrigation equipment will be removed by the installing Contractor. Heads will be removed in a manner that does not damage the integrity of the equipment. Old sprinkler heads will be removed immediately after the new heads are installed on each hole and the head hole will be filled with on-site backfill material. Heads located in the fairway area will be seeded with a fairway seed blend supplied by Riverdale Knolls Golf Course.
- 15.15.4 Electric valves, winter hydrants, quick couplers, and associated valve boxes will be removed and filled with Contractor supplied backfill material. Lateral and mainline valves will have the valve boxes removed and voids filled with Contractor supplied backfill. Existing satellites will have the wires cut 24" below grade and voids backfilled with Contractor supplied backfill. Above ground piping that spans the ditches will also be removed. Salvaged steel pipe will be placed at the golf course maintenance building and PVC pipe will be disposed of by the Contractor. The golf course will retain the Ownership of the removed equipment. Existing satellites will be removed along with any concrete pads used to anchor the controllers. All areas will be seeded with a blend supplied by Riverdale Knolls Golf Course.

- 15.15.5 Spoil Locations There will be several spoil locations throughout the golf course. The Irrigation Contractor can plan to have at least one spoil location on every third hole. Spoils will need to be clean and free of any PVC, concrete, an excessive organic material such as roots.
- 15.15.6 Existing system materials The existing pipe network is PVC mainline and PVC lateral pipe.
- 15.15.7 The central computer will be installed and operational on or before the start of the lateral pipe installation.
- 15.15.8 The Contractor is allowed to work Monday through Saturday from 7:00am to 7:00pm.
- 15.15.9 During spring and fall frost events, the Contractor will be allowed to begin work only after the Golf Course Superintendent has given permission to begin work. The Golf Course Superintendent may require the Contractor to work only in certain areas to minimize any frost damage.
- 15.15.10 Major construction activities must be confined to one and one half golf holes. Major construction is defined as open trenches with pipe being installed or active pipe pulling with sprinkler heads being installed.
- 15.15.11 Sod at the head locations will need to be cut and replaced after the installation of the sprinkler head.

#### 15.16 Products

#### 15.16.1 HDPE PIPE:

- 15.16.1.1 Two Inch Pipe shall be manufactured from a PE4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350-02 with a cell classification of PE 345464C. Pipe shall have a manufacturing standard of ASTM D2737 (CTS). Pipe shall be DR 11 (200psi WPR) unless otherwise specified on the plans. The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. All pipes shall be suitable for use as pressure conduits, and per AWWA C901, have nominal burst values of three times the Working Pressure Rating (WPR) of the pipe. Pipe shall also have the following agency listing of NSF 61.
- 15.16.1.2 3 Inches and Larger Pipe shall be manufactured from a PE 4710 resin listed with the Plastic Pipe Institute (PPI) as TR-4. The resin material will meet the specifications of ASTM D3350 with a cell classification of PE 345464C. Pipe shall have a manufacturing standard of ASTM F714. Pipe shall be DR 13.5 (160psi WPR) unless otherwise specified on the plans. Pipe O.D. sizes 4" to 24" shall be available in both steel pipe sizes (IPS) and ductile iron pipe sizes (DIPS). The pipe shall contain no recycled compounds except that generated in the manufacturer's own plant from resin of the same specification from the same raw material. All pipes shall be suitable for use as pressure conduits, listed as NSF 61, and per AWWA C906 Pressure Class

- (PC) 100 have a nominal burst value of three and one-half times the Working Pressure Rating (WPR) of the pipe.
- 15.16.1.3 Any pipe, 3" or larger, that does not have wire as a component of the ditch must have a #14 AWG tracer wire installed along the entire length of the pipe run. A splice box is required for every 500' of pipe run or change of pipe direction. The tracer wire will loop into the splice box in the event the pipe routing needs to be located. The color of the tracer wire will be different than that on any other #14 wire used as a station control wire.
- 15.16.1.4 2" HDPE that is delivered in a coiled bundle must be uncoiled and straightened per the manufacturers recommended procedure. Pipe will be supplied in rolls no longer than 2500'.
- 15.16.1.5 All HDPE pipe will have a minimum ten (10) year product and workmanship warranty provided by the manufacturer.

# 15.16.2 HDPE Fittings:

- 15.16.2.1 Butt Fusion Fittings Fittings shall be PE4710 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02, and approved for AWWA use. Butt Fusion Fittings shall have a manufacturing standard of ASTM D3261. Fabricated fittings shall have a pressure rating one DR rating higher than that of the pipe being used with a minimum rating of DR11. Fabricated fittings are to be manufactured using Data Loggers. Temperature, fusion pressure and a graphic representation of the fusion cycle shall be part of the quality control records. All fittings shall be suitable for use as pressure conduits, and per AWWA C906, have nominal burst values of three and one-half times the Working Pressure Rating (WPR) of the fitting.
- 15.16.2.2 Electro fusion Fittings Fittings shall be PE4710 HDPE, Cell Classification of 345464C as determined by ASTM D3350-02. Electro fusion Fittings shall have a manufacturing standard of ASTM F1055. Fittings shall have a pressure rating one DR rating higher than that of the pipe being used with a minimum rating of D11. All electro fusion fittings shall be suitable for use as pressure conduits, and per AWWA C906, have nominal burst values of three and one-half times the Working Pressure Rating (WPR) of the fitting.
- 15.16.2.3 Socket Type Fittings Contractor will need approval from the Consultant prior to using socket type fittings.
- 15.16.2.4 All fittings from 2" to 12" will be molded fittings and one DR rating higher than the pipe that is being installed, with a minimum rating of DR11. Example DR13.5 pipe use DR11 fittings.

Fabricated fittings will be manufactured from the one DR rating higher than the pipe that is being installed, with a minimum rating of DR11. Example DR13.5 pipe use DR11 fittings.

# 15.16.3Brass Pipe & Fittings

15.16.3.1 Brass Pipe - 85% red brass, AMSI Schedule 40 screwed pipe.

15.16.3.2 Fittings - Medium brass, screwed 250 pound class.

#### 15.16.4 Remote Control Valves:

- 15.16.4.1 Valves used in the electrically controlled automatic system shall be a globe configuration.
- 15.16.4.2 All valves shall have an external and internal bleed for manual operation.
- 15.16.4.3 Valves 1" and larger shall have a manual flow control.
- 15.16.4.4 Valves size and location refer to plan.
- 15.16.4.5 Grouped valve boxes will be set in parallel orientation to each other.
- 15.16.4.6 Valve boxes will be located in areas that have a low visual impact/minimal traffic to the golfer and golf hole.
- 15.16.4.7 Only one valve allowed per valve box.

### 15.16.5 Low Voltage Field Wiring:

- 15.16.5.1 Provide one low voltage control wire for each valve-in-head sprinkler or remote control valve. Low voltage sprinkler and valve control wires shall be run from each sprinkler or remote control valve location to the satellite controller location. Connections of common stations shall be made in the satellite controller on the terminal strip.
- 15.16.5.2 Splices shall be made moisture proof with 3M-DBR-Y or approved equal splice kits.
- 15.16.5.3 All low voltage volt wire shall be installed from 2,500' (760 m) reels.
- 15.16.5.4 Minimum depth of cover for all low voltage wire shall be as indicated on the detail page of the plan and the minimum depth allowed by the NEC. Wiring may be installed by a suitable trench less installation, but wire must not be pulled through the ground. A machine with a rack for wire reels and a blade with a wire chute should be used to lay wire into ground. This method should be used only where soil conditions permit installation without damaging wire. This method may not be used if trenching is specifically called for on the Plan.
- 15.16.5.5 Low voltage wire shall be run with or be in a common trench with piping (lateral or main). The only exception is to get from the controller to the pipe line location. The deviation from the share trench will be noted on the Contractors field notes submitted to the Consultant.
- 15.16.5.6 A 2 foot (60 cm) expansion loop shall be provided at each sprinkler. Expansion loop and splice shall be buried immediately below the pilot/solenoid side of the sprinkler.
- 15.16.5.7 24 volt wire will be supplied in 10 different colors, and installed in a 10 station sequence. I.e. station 1,11,21,31,41,51 will be red, station 2,12,22,32,42,52 will be blue. Suggested color scheme; red, blue, orange, brown, gray, green, Lt. Blue, pink, tan, purple. Do not use white or yellow. White is to be used as the Common, and yellow is to be used as an indicator of an extra wire.

#### 15.17 240 Volt Power Wire

- 15.17.1 Type UF for use in accordance with the National Electrical Code or operation at a potential of 600 Volts or less and at a temperature of 75°C or less.
- 15.17.2 Soft drawn bare copper conductor meeting the requirements of ASTM specification B-3 or B-8 and Polyvinyl chloride insulation, 75°C rated conforming to UL Standards 493 and 83. All cables shall be tested physically and electrically in accordance with UL Standard 493 and 83 (paragraphs 28.1, 29.1 and 29.2). All reels and cartons bear UL and/or c (UL) labels.
- 15.17.3 Wire Colors Hot Line Black

Hot Line - Red

Equip. Ground - Green

Wire will be installed as sized on the drawings.

- 15.17.4 No splices will be allowed.
- 15.17.5 All 240 volt direct burial splices shall be made with UL approved epoxy resin splice kits (3M 82 series or approved equal).
- 15.17.6 All power wire will be supplied on complete 1000' spools.
- 15.17.7 Minimum depth of cover for all 240 volt wire shall be as indicated on the detail page of the plan and the minimum depth allowed by the NEC. Wiring may be installed by a suitable trench less installation, but wire must not be pulled through the ground. A machine with a rack for wire reels and a blade with a wire chute should be used to lay wire into ground. This method should be used only where soil conditions permit installation without damaging wire. This method may not be used if trenching is specifically called for on the Plan.

# 15.18 Communication Wire

- 15.18.1 Communication wire between the central controller and the satellite controllers/weather station/pump station shall be of size and type indicated on the . Plan, and shall conform to the controller manufacturer's specifications and installation guidelines.
- 15.18.2 All splices in communications wire shall conform to the irrigation controller manufacturer's specifications and installation guidelines.
- 15.18.3 All communication wire will be supplied on complete 2500' spools.
- 15.18.4 There shall be no spices in the communication cable other than those shown on the plan. Splices will be made with 3M 82 splice kits.
- 15.18.5 Minimum depth of cover for all Communication wire shall be as indicated on the detail page of the plan and the minimum depth allowed by the NEC. Wiring may be installed by a suitable trench less installation, but wire must not be pulled through the ground. A machine with a rack for wire reels and a blade with a wire chute should be used to lay wire into ground. This method should be used only where soil conditions permit installation without damaging wire. This method may not be used if trenching is specifically called for on the Plan.

- 15.19.1 Sprinklers heads will be installed as shown on the detail page of the plan.
- 15.19.2 Sprinkler head yardage caps will be furnished and installed by the Contractor.
- 15.19.3 Measurements will be provided by the Irrigation Technologies. Caps will be manufactured by J. Davis Marking Systems. Allow for up to 400 caps per 18 holes. Caps will be single yardage with yellow text.
- 15.19.4 Sprinkler heads will have a 5 year replacement warranty when partnered with the respective swing joint manufacturers.
- 15.19.5 The Contractor will include \$1,900.00 in his price for Irrigation Technologies to generate a plan noting the head yardage for up to 500 sprinkler heads.

#### 15.20 Lateral Isolation Valves

15.20.1 Lateral isolation valves shall be of the size and type called on the Plan. Connection of valves to main line and lateral pipe shall be as called for in the Construction Details. Valves shall conform to the following.

Lateral Isolation Valves shall be 200 psi rated angle globe valves with integrally restrained ends. Ends shall be male swivel or integrally restrained push on gasketed joint as required. Components shall be Ductile Iron, 316 Stainless Steel, and Low Zinc Bronze complying with ASTM A536, ASTM A276, ASTM B62-C83600 respectively or equivalent. Ductile Iron shall be fusion bond epoxy coated. Gasketed joints shall be SBR Rubber and comply with ASTM F477. Internal seals shall be EPDM rubber.

- 15.20.1.1 Lateral isolation valves will have a 10 year parts and full labor replacement warranty.
- 15.20.1.1 Lateral isolation valve will be manufactured by Harrington Corporation of Lynchburg, Virginia.

# 15.21.1 Mainline Gate Valves

- 15.21.1 Mainline gate valves shall be line size ductile iron body with a minimum non-shock cold working pressure of 200 PSI (13.6bar). Valves shall be equipped with a 2" (50 mm) opening square operating nut unless otherwise specified on the Plan. Valves shall be fusion bonded epoxy coating that meets the AWWA C550 standard. The resilient wedge shall be ductile iron, fully encapsulated with a vulcanized EPDM rubber, and shall be drip-tight to flow in either direction. The stem will be non-rising made of bronze with minimum yield strength of 40,000psi. All bolting shall be stainless steel AISI grade 304 to include antigalling compound on all bolt threads.
- 15.21.2 Cast ductile Iron Gate valves shall conform to specification AWWA C509 and AWWA C515 respectively.
- 15.21.4 Mainline gate valves will have a 10 year parts and full labor replacement warranty.
- 15.21.4 Air Vent/Vacuum Relief Valve
- 15.21.5 The air vent/vacuum relief valve shall be installed as shown on the detail page.

#### 15.22 Central Computer Hardware and Software

The Central Computer and associated equipment will be installed as per the manufacturer's recommendations and will include the following components.

# Rainbird System

- 15.22.1 Current Version Cirrus with a subscription to a 5 year GSP service plan.
- 15.22.2 (2) Kenwood TK-3180 radios/chargers and site survey with grounding equipment including polyphaser.
  - 15.22.3 Narrow band Freedom system with all FCC licensing.
- 15.22.4 Two (2) Apple iPad III tablets with 16GB of memory with Wi-Fi and 3G enable. Include twelve (12) months of Verizon or AT&T data service in the price of the device. The price of the data plan will be provided in the form of a gift card. The golf course superintendent will select the carrier.
  - 15.22.5 Two (2) Otter Box Defender series case.
  - 15.22.6 1200 VA UPS and surge protector (computer and screen use only).
  - 15.22.7 Minimum 2655 Joules surge strip (MIM, printer, Freedom system).
- 15.22.8 Current Rainbird GSP specification printer, monitor, cable, and power supply. Include (1) additional set of full capacity print cartridges in addition to the trial set included with the printer.
- 15.22.9 Required grounding equipment with a minimum of (1)-5/8"x8' ground rod and (1)-4"x96" grounding plate with #100 of GEM(ground enhancing material) and (1)-MGP-1 Maxi Grounding Plate for each (2) MSP Maxi Surge Pipe (1-MSP for each wire path), and no more than (2) MGP-1 and (4)-MSP on a ground rod.
  - 15.22.10 (8) Hours of training with the central control software by the Rainbird supplier.
  - 15.22.11 Rainbird Certified Central Computer and Control system startup.

## Toro System

- 15.22.12 Current Version Toro Lynx central control software with 5 year NSN service plan, to include the premium computer specification released January 1, 2011, and the accessory kit.
  - 15.22.13 Two (2) Motorola keypad radios/chargers computer interface equipment, antennae and site survey with grounding equipment including polyphaser.
  - 15.22.14 Eight (8) Hours of training with the central control software by the Toro supplier.
  - 15.22.15 Certified Central Computer and Control system startup.
  - 15.22.16 Two (2) Apple iPad III tablets with 16GB of memory with Wi-Fi and 3G enable. Include twelve (12) months of Verizon or AT&T data service in the price of the device. The price of the data plan will be provided in the form of a gift card. The golf course superintendent will select the carrier.
  - 15.22.17 1200 VA UPS and surge protector (computer and screen use only).
  - 15.22.18 Minimum 2655 Joules surge strip (interface, printer, and radio remote system).
  - 15.22.19 Two (2) Otter Box Defender series case.

15.22.20 Two (2) Toro spec computer monitors for the operation of the Lynx System.

# 15.23 Quick Coupling Valves:

15.23.1 Install quick coupling valve with restraint as per detail.

#### 15.24 Valve Boxes

All valve boxes will be permanently branded/ hot stamped with a 2"-high one-letter identifier in the lid of the box. Depth of branding will be no more than 1/8 inch into the box lid. Use the following one letter indicators to identify each specific valve box.

15.24.1	L- Lateral Isolation Valve
15.24.2	M- Mainline isolation valve
15.24.3	S- Slice box
15.24.4	Q –Winter Quick Coupler Isolation Valve
15.24.5	E- 1.5" Electric valves for Block Zone Sprinklers
15.24.6	D-1" Drip/Landscape Valves
15.24.7	D- Drain valve
15.24.8	A- Air release valve
15.24.9	W – Winter Quick Coupler Valve Box

#### 15.25 Sleeves

- 15.25.1 Sleeving for all irrigation piping and shall be SDR13.5 HDPE and shall be 3 nominal sizes larger than the pipe size within the sleeve.
- 15.25.2 Sleeving for all communication and power service shall be SDR 13.5 HDPE pipe and be 4" or larger.
- 15.25.3 Sleeves will extend a minimum of 48" past any road/stream/bridge crossing unless noted otherwise on the plan.

## 15.26 SWING JOINTS:

- 15.26.1 The swing joint shall be molded from rigid PVC, Type 1, cell classification 12454-B, conforming to ASTM D1784, with a pressure rating of 315 psi (21,7 Bars), @ 73°F (22,8°C) when tested in accordance with ASTM D3139, including 60 minutes @ 790 psi and short term exposure of 1000 psi without leakage.
- 15.26.2 All NPT threads, sockets and spigots shall be Schedule 80 per ASTM D2464 and D2467.
- 15.26.3 All components shall be factory pre-assembled, available in sizes 1", 1¼", 1½" inlet/outlet, and in lengths of 8", 12" and 18".
- 15.26.4 All rotating joints are modified stub ACME threads, with two elastomer O-rings for positive sealing and thread protection.
- 15.26.5 An optional triple-top outlet fitting shall be available in all sizes to facilitate precise adjustment of sprinkler height. Each size unit (1", 1¼", and 1½") shall be uniquely color-coded and boldly marked to enable easy identification.

- 15.26.6 All swing joint assemblies shall be available with any combination of NPT, BSP and ACME inlets/outlets.
- 15.26.7 An enlarging outlet (no additional adapter required) for swing joints with 1" and 1¼" diameters shall be available to allow them to be used with many larger rotors.
- 15.26.8 An optional reducing inlet (no additional adapters required) for 1½" swing joints (ACME) shall be available for use with a 1½" outlet Service Tee.
- 15.26.9 All swing joints shall be designed utilizing computational fluid dynamics software, resulting in superior flow characteristics,
- 16 Swing joints shall be manufactured by the respective sprinkler head manufacturer.
- 17 Swing joints will have a 5 year warranty.

#### 18 TURNOVER EQUIPMENT:

- 18.1 The contractor will include the equipment listed below in the price of the irrigation system. The items listed are to be provided to the City prior to final acceptance.
  - 18.1.1 (8) valve-in-head full circle sprinkler heads & swing joints of the same type installed on the project
  - 18.1.2 (8) valve-in-head part circle sprinkler heads & swing joints of the same type installed on the project
  - 18.1.3 (8) block zone heads & swing joints of the same type installed on the project
  - 18.1.4 (2) long handle on/off keys for the selector switch on the valve-in-head sprinklers
  - 18.1.5 (2) isolation keys for the mainline isolation valves
  - 18.1.6 (4) isolation keys for the lateral isolation valves
  - 18.1.7 (2) isolation keys for the frost free equipment
  - 18.1.8 (2) keys to operate the mainline drain valves
  - 18.1.9 (2) sets of repair tools for each type of sprinkler head installed
  - 18.1.10 (4) Floplast or Philmac 2" polypropylene compression repair couplings (hdpe lateral system only)
  - 18.1.11 (4) Floplast or Philmac 2" polypropylene compression tee fittings (hdpe lateral system only)
  - 18.1.12 (4) Floplast or Philmac 2" polypropylene compression elbows (hdpe lateral system only)
  - 18.1.13 (8) Floplast or Philmac 2" polypropylene compression couplings (hdpe lateral system only)
  - 18.1.14 One (1) satellite controller replacement face plate.

# 19 EQUIPMENT GROUNDING SATELLITES, WEATHER STATION, CENTRAL COMPUTER, MIM/FIU INTERFACE

19.1 The contractor will ground all equipment as required by the manufacturer to maintain the manufacturer's warranty.

- 19.2 The Contractor will install the grounding as specified and will test the grounding of all equipment. A grounding report will be provided to the Owner and Consultant prior to substantial completion.
- 19.3 In the event additional grounding is required, a cost will be determined prior to additional grounding equipment being installed.
- 19.4 It is the responsibility of the installer to connect all electronic irrigation equipment for which he is responsible to earth ground in accordance with Article 250 of the National Electrical Code (NEC.) Grounding components will include the items described in the following paragraphs, at a minimum.
- 19.5 Use grounding electrodes that are UL listed or manufactured to meet the minimum requirements of Article 250-52 of the 1999 NEC. At the very minimum, the grounding circuit will include a copper clad steel ground rod, a solid copper ground plate and 100 pounds of PowerSet® earth contact material

#### **SECTION 3 - EXECUTION**

#### 20 GENERAL

- 20.1 All material shall be new, of good quality, and of the manufacturer specified. No substitutions of material shall be made without prior written approval by the Consultant.
- 20.2 Requests for substitution shall be submitted in writing to the Consultant at least five (5) business days before the bid date. If substitution of material is approved, it will not relieve the Contractor of the obligation to replace any defective part whether during construction or in warranty period, at Contractor's expense.
- 20.3 All materials shall be installed per these Plans and Specifications. If the installation of certain material is not covered in these specifications, then the Contractor shall follow the Manufacturer's' installation recommendations. If the manufacturer does not supply sufficient installation methods, make this known to the Riverdale Knolls Golf Course and Consultant, and then the installation shall follow industry standards.
- 20.4 The Contractor will build assemblies of each installation detail for the Consultant to review and accept prior to any installation taking place. Assembly review will take place during the first equipment staking site visit.
- 20.5 The Contractor will post one complete set of construction documents including, irrigation plans and written specifications inside each storage container and office space/trailer that is on the construction site. Each crew foreman is required to read and fully understand the construction document set.

#### 21 LAYOUT

21.1 It is recognized that because of the dynamic nature of golf course design and construction the golf course as-staked plan may differ substantially from the plans drawn for construction of the irrigation system. Be prepared to adjust installation of the

- irrigation system so that it will properly irrigate golf course features as actually constructed.
- 21.2 The Consultant shall be responsible for locating all sprinklers on the site in advance of the Contractor's work. Sprinkler locations will be marked with a flag marker. The Contractor shall be responsible for maintaining these markers until sprinklers are installed. Routing of the pipe shall be in accordance with the Irrigation Plan, except that the Consultant reserves the right to change the routing of pipe from that shown on the plan and to change the depth of trench and cover over the top of pipe in case of rock or other obstacles. In no event shall field changes of this nature affect the overall cost of the project except where these changes may alter the quality of materials to be provided according to the plan, or where excess depth of trench and backfill is required.
- 21.3 The Contractor, subject to approval of the Consultant, may adjust the location of any pipeline to avoid ledge rock, stumps or other obstacles, provided that such adjustment does the increase the quantity of pipe required and is not in conflict with the evident intent of the plan.
- 21.4 Stakes shall be clearly marked and flagged to designate the type of equipment to be installed at each point. Stakes shall be placed accurately to allow equipment to be installed within one foot from the indicated position. Where a stake is offset from the indicated position, it shall be clearly marked to indicate the base position.
- 21.5 The Contractor shall furnish a minimum of three (3) people to assist the Consultant during each staking trip. The Contractor is responsible for maintaining the location of all staked equipment. Any stakes lost after initial location will be re-staked by the Consultant during a future visit. Twelve (12) site/staking visits are included; if any additional visits are required, the Contractor will incur the cost of the visit(s) to include all related travel expenses.
- 21.6 The Contractor will furnish all the necessary pin flags required to complete the equipment staking operation. A minimum of six (6) different color flags will need to be available during the staking. The irrigation staking flags will need to be a color other than what is being used to designate golf features.
- 21.7 The Contractor will provide two (2) cables, 1/8" diameter plastic-coated cable at the length as noted on the equipment legend.
- 21.8 The Contractor will request field staking visits ten (10) business days in advance of the requested staking date.
- 21.9 On renovation projects, survey type marking whiskers will be installed by the contractor marking all equipment staked by the Consultant. Whiskers must be installed within 24 hours of the Consultants staking visit. Locations will need to be protected and maintained by the Contractor.

#### 22 EXCAVATION AND BACKFILLING/COMPACTION:

22.1 Excavation shall include all materials encountered, except materials that cannot be excavated by normal mechanical means. Normal mechanical means is defined as material that cannot be removed by a John Deere 510 or equivalent backhoe, Ditch Witch 8850 trencher or equivalent. In the event unyielding material is encountered,

- excavation must stop and the Riverdale Knolls Golf Course's Representative made aware of the situation. A cost per foot price will be negotiated.
- 22.2 Excavated trenches of sufficient depth and width to permit proper handling and installation of pipe, wire and fittings.
- 22.3 2" Lateral pipe installation shall be by vibratory plow. The "bullet" will be an integrated onto the plow blade and oversized to minimize any potential damage to the pipe.
- 22.4 Excavate to depths required to provide 4" depth of earth fill or sand bedding for piping when rock or other unsuitable bearing material is encountered.
- 22.5 Fill to match adjacent grade elevations with approved earth fill material. Place and compact fill in layers not exceeding 6" per lift.
- 22.6 Provide approved earth fill or sand to a point 4" above the top of pipe.
- 22.7 Overfill with approved excavated or borrow fill materials free of lumps or rocks larger than 1" in any dimension. Level, compact, and water settle. Should settlement occur, refill and re-seed or sod as required.
- 22.8 Except as indicated, install irrigation mains with a minimum cover of 30" and maximum depth of 36", based on finished grades. Install irrigation laterals with a minimum cover of 18" and maximum depth of 24" based on finished grades.
- 22.9 Excavate trenches and install piping and fill during the same working day. Do not leave open trenches or partially filled trenches open overnight.
- 22.10 Compaction will be achieved by a pneumatic tamping device, wheel driven vibratory compactor, or crew operated "jumping jack" compaction device. No pile driving or "Hydra Hammer" type compactors are allowed.
- 22.11 All mainline, lateral lines, heads and valve boxes will be tamped to 90% compaction.
- 22.12 Lateral "pull lines" will be flattened by a 2 ton smooth double drum hydrostatic vibratory roller and top dressed with a Riverdale Knolls Golf Course approved dressing material. Rolling will continue until the Golf Course Superintendent and/or Consultant provide acceptance.
- 22.13 Soil moisture will remain at optimal levels to achieve 90% compaction.
- 22.14 Mainline trenches will require that (2) 18" widths of sod be cut before any trenching has begun.
- 22.15 Mainline trenches will have a 2" crown in the middle of the trench to allow for trench settling.

#### 23 HDPE PIPE:

- 23.1 Pipe and fittings shall be installed using procedures recommended by the manufacturer.
- 23.2 Fusion equipment to join pipe that is 3" and larger in diameter will be a McElroy 412 or similar machine. Manually operated machines will not be allowed.
- 23.3 Pipe and fittings shall be packaged in a manner suitable for shipment by a commercial carrier. Upon receipt at job site, a receiving inspection shall be prepared. The quantity shall be verified and any shipping damage shall be reported to the supplier within 7

- days. Damaged fittings will be replaced with new at no cost to the Riverdale Knolls Golf Course.
- 23.4 Trenches shall be excavated in accordance with the plans and specifications. OSHA standards or Riverdale Knolls Golf Course safety policies regarding safety shall be followed regarding trench safety. If groundwater is encountered, it shall be removed by the Contractor. Shoring of the trench, where required is the responsibility of the Contractor.
- 23.5 Transition from HDPE to PVC will be with a flanged isolation valve or will be restrained as shown on the installation detail page.
- 23.6 Foundation & Bedding. Install pipe on grade and on a stable foundation. Unstable soil or muck shall be removed from the trench bottom. A 4" foundation or bedding of compacted native material shall be in the bottom of the trench. The bedding material shall be free of rock and organic debris and trash. Water shall be removed from the trench before bringing the bedding material and pipe to grade and backfilling. When a trench is cut through rocky material, it shall be excavated to 4" below the pipe bottom grade, and bedded with rock free material. All slabs of rock, boulders and large rocks shall be removed, and disposed of off-site by the Contractor.
- 23.7 Pipe and Large Fitting Handling: A nylon fabric choker sling capable of safely handling the weight of the pipe or fitting, shall be used to lift, place and move pipe and fittings.
- 23.8 Backfilling. Class I and II backfill shall be used for pipe embedment backfill. This material shall be compacted to at least 90% Standard Proctor Density in 6" lifts.
- 23.9 Final Backfilling. Final backfill shall be placed in the trench and compacted to finished grade. Native soils without roots, limbs, large rocks, boulders, clumps, or frozen clods or any object that could damage the pipe can be used.
- 23.10 Scrap off the oxidized layer on the pipe using either a hand scraper or another suitable scraper tool. Do not remove more than 1% of the pipe wall thickness.
- 23.11 If needed before fusing operations occur, re-round oval pipe with a re-rounding clamp. Clean the pipe surface and the inside of the fitting liberally with isopropyl alcohol that has a minimum solution of 92%, 99% is preferred. Make sure the surfaces are dry before assembly. The use of Denatured Alcohol is prohibited as a cleaning agent in the application/installation of all electro fusion fittings.
- 23.12 All fusion saddles will be fused according to the saddle manufactures recommendations. All necessary tools to complete the saddle fusing will be used by the Contractor. (8" saddles and larger require the use of a Top Loading Tool to apply the correct amount of tension/pressure to the saddle).
- 23.13 Install fitting on pipe and firmly tighten all bolts, working in a diagonal pattern. The fitting must be flush with the pipe. Use care not to contaminate the clean fusion zone area.
- 23.14 Assemble the pipe and fittings in a clean, supported and physical stress free condition as possible.
- 23.15 Connect the fitting to the fusion processor and begin fusing. At the end of the fusing process, record the time of day, total fusing time, and cooling time on the pipe next to the fitting. Use a Friatec or equal silver pipe marker.

- 23.16 All personnel fusing HDPE pipe will have completed an HDPE fusion training course held by ISCO, High Country Fusion or other approved HDPE manufacturer. A Certificate of course completion will be required as part of the submitted bid document.
- 23.17 Any personnel fusing pipe is required to have a minimum of 500 hours of verifiable fusing experience.
- 23.18 All fusing equipment will remain on site at all times during the installation portion of the project.
- 23.19 The Contractor will remove any HDPE shavings from the installation process with a portable shop-vac type vacuum.
- 23.20 All fusing equipment will have a Fluke model 62 Infrared heat gun that will be used before each butt fuse to verify that the head plate is in the correct heat range.
- 23.21 Flanged fittings will only be used transition from the HDPE pipe to a mainline isolation valves or in situations as detailed on the construction documents. Flanged connections will not be allowed from fitting to fitting.
- 23.22 All fused fittings will be allowed to cure for the minimum time defined by the fitting manufacturer before any valves or apparatus is attached to the fused component.
- 23.23 The Contractor will be required to fuse pipe and saddles for the Consultant's observation during the initial staking visit. Pipe and saddles will be fused in actual operating conditions and in a quantity that is satisfactory to the Consultant. If the Contractor is not fusing pipe during the initial site visit, the Contractor will include in his price one (1) additional site visit to have the Consultant on site to observe the fusing process.
- 23.24 The Contractor will include in his installation price a 1 day HDPE on-site fusion seminar that will be held by the HDPE fitting manufacturer. The manufacturer will cover all aspects of the fusion process to include; equipment setup, equipment operation, fusion preparation, fusion methods, identification of current field conditions, and adjustments to adapt to the current field conditions. The seminar will include all methods of fusing that will be occurring on the project site. All Contractor personnel that will be fusing are required to attend the seminar.

#### 24 SPRINKLERS, VALVES, FITTINGS, ACCESSORIES:

- 24.1 Install fittings, valves, sprinkler heads, risers, and accessories in accordance with manufacturer's instructions, except as otherwise indicated.
- 24.2 Set sprinkler heads perpendicular to finish grades, except as otherwise indicated or as per manufacturer's recommendations.
- 24.3 Install quick-coupling valves in 6" valve box and on 2 elbow swing joint assembly as per manufacturer's recommendation.
- 24.4 Install fittings and accessories as shown or required to complete the system.
- 24.5 Install in-ground control valves in a valve access box as indicated.

- 24.6 All valve boxes for the lateral, mainline, drain, air release, splices, and other associated equipment will be installed during the installation of the mainline pipe.
- 24.7 Install valve access boxes on a suitable base of gravel to provide a level foundation at proper grade and to provide drainage of the access box.

#### 25 FIELD WIRING:

- 25.1 Install electric control cable in the piping trenches wherever possible. When not possible, place wire in trench adjacent to pipe. Install wire with slack to allow for thermal expansion and contraction. Expansion joints in wire will be provided at 500-foot intervals and pipeline change of directions. Where necessary to run wire in a separate trench, provide a minimum cover of 18".
- 25.2 Provide sufficient slack (24") at site connections at remote control valves in control boxes, and wire splices to allow raising the valve bonnet or splice to the surface without disconnecting wires when repair is required.
- 25.3 Connect each head/remote control valve to one station of a controller except as otherwise indicated.
- 25.4 Connect head/remote control valves to a common ground wire system independent of all other controllers.
- 25.5 Make field wire connections to head/remote control electric valves and splices of wire in the field; using UL listed burial splice connectors in accordance with manufacturer's recommendations.
- 25.6 All wiring will be installed with sufficient slack to allow the wire bundle to be moved out of the way in the event a repair is needed in that area. A minimum 48" coil will be bundled at mainline tees and angles.
- 25.7 All low voltage wire bundles installed in the mainline trench will be taped with a black electricians tape at 10 foot intervals.
- 25.8 All wire splices will be performed by the same crew members during the entire project. No more than (2) crew members will be allowed to make wire splices. Crew members authorized to make wire splices will be identified at the beginning of the project.
- 25.9 All Communication and/or control wire will be placed on the interior of the valve box during installation.
- 25.10 Install two (2) extra wires from each controller. The wires will extend each direction to the furthest lateral isolation valve that is controlled by particular controller. Refer to the installation details.

#### 26 SLEEVING

26.1 Sleeving under roads/streams shall be enclosed in SDR 13.5 HDPE, three nominal sizes larger.

- 26.2 Wire under roads/paths/streams shall be enclosed in SDR13.5 HDPE pipe 4" minimum.
- 26.3 Sleeving depth shall be a minimum of 48" under items crossed. (curbs, roadways, pathways.)
- 26.4 All sleeves shall extend beyond the edge of paving or construction by a minimum of 48".
- 26.5 All satellite power wire will be installed in a separate sleeve. 24 volt wiring and Communication wire can share a sleeve.
- 26.6 A splice box will be located on each side of the sleeve, and a 24" coil of wire will be left in each box.

#### 27 FLUSHING AND ADJUSTMENT:

- 27.1 Adjust sprinklers after installation for proper and adequate distribution of the water over the coverage pattern. Adjust for the proper arc of coverage.
- 27.2 Adjust all electric remote control valve flow control stems and pressure regulating device for system balance where applicable.
- 27.3 Test and demonstrate operation of the sprinkler system to the Riverdale Knolls Golf Course and/or Consultant.
- 27.4 Fully flush all piping prior to installation of the sprinkler head/ electric valve onto the swing joint.

#### 28 FIELD NOTES/RECORD DRAWING/PROGRESS REPORTS:

- 28.1 During the installation of the system, the contractor will be required to keep daily field notes showing progress made during that day. An office copy of progress will be kept in a safe, clean environment. The office copy will be made available to the Riverdale Knolls Golf Course and/or Consultant at their request.
- 28.2 The Contractor will provide field notes to the Consultant during each site visit, and prior to each pay request. The field notes will indicate equipment installed since the previous submission of field notes.
- 28.3 Field Notes presented to the Consultant will be on the same sheet size as the documents provided to the Contractor. 11x17 for each hole or 30x42 for multiple holes/sheet.
- 28.4 The Consultant will transfer the field notes on to the As-built plan and will issue and updated electronic set of As-built record drawings after each site visit or at the request of the Riverdale Knolls Golf Course or Contractor.
- 28.5 Record drawings will be used to verify percentage complete for pay requests.

  Progress reports will be provided at the request of the Riverdale Knolls Golf Course

- and or Consultant. The report will detail the progress made within the requested time frame, any issues the occurred during that time frame and the issue resolution.
- 28.6 The Contractor will be required to maintain a log book of each decoder address from each rotor/valve. The Contractor will then transfer the log data to the populated central computer database. The database will be completed and need only the decoder address to operate the irrigation from the central computer. The Contractor's superintendent will be required to update the central computer database on that same day that the decoder devices have been installed.

#### 29 CLEANING PREMISES:\

- 29.1 The Contractor shall at all times keep the premises on which the work is being done, and adjoining premises, clean of rubbish caused by his work.
- 29.2 Upon completion of the job, the Contractor shall clean up all debris caused by his work and leave the job site in a neat and clean condition.
- 29.3 Asphalt and concrete cart paths will be swept clean of any accumulated dirt and or debris every Friday.
- 29.4 Gravel cart paths will be kept mud free and will be overlaid with a matching gravel specification at any time that excess mud and/or rutting is created by the Contractors installation operation. The applied gravel layer will be compacted with a 5-7 hp vibratory plate compactor. The gravel layer will have a thickness of 6" and will provide a stable surface for the intended vehicle path traffic.

#### 30 EQUIPMENT:

- 30.1 The Contractor will keep all equipment used for the installation of the irrigation system in proper working condition. Any equipment leaks will be promptly repaired and any damaged turf will be replaced due to damage caused by the leaking equipment.
- 30.2 Equipment used on existing turf must have smooth tread tire. Bar cleat tires are not allowed on any equipment on the construction site and will be removed from the site at the Consultants request.
- 30.3 Transport type equipment will only be driven in areas and routes as identified by the Golf Course Superintendent/Project Manager.
- 30.4 The Contractor will furnish all necessary utility and transport vehicles for the project.

#### 31 CARE OF SOD AND RESTORATION

31.1 Existing sod can be stripped and re-used or replaced if acceptable in quality and density. The Contractor must use a sod cutter with an 18" blade to harvest the sod prior to working in that area. Sod must be cut, replaced and watered during the same days' work.

- 31.2 Sod will be cut to a have a minimum thickness of 1" of soil. Edges will be cut square and maintain the 1" of soil over the entire length of the sod roll/slab, including ends. Sod that does not meet the minimum soil thickness will be removed by the Contractor and replaced with new sod no additional cost to the Riverdale Knolls Golf Course.
- 31.3 The sod will be installed to match the existing grade. The Contractor will be required to hand water the sod until the sod has sufficient root structure to survive from regular irrigation cycles. Any scalping of the sod due to improper placement will be replaced by the Contractor at the Contractors expense.
- 31.4 Any sod seams present 7 days after the sod is laid will be top dressed with Riverdale Knolls Golf Course or Consultant approved top dressing material. The Contractor will include the top dressing material in the bid price.
- 31.5 Any pull lines that are visible 14 days after the lateral installation will be top dressed with Riverdale Knolls Golf Course or Consultant approved material.
- 31.6 The Riverdale Knolls Golf Course may allow the Contractor to harvest sod from an approved location on the golf course. Any sod that is harvested from the golf course must be replaced with a Riverdale Knolls Golf Course approved sod blend /sod supplier.

#### 32 ACCEPTANCE:

- 32.1 Test and demonstrate to the Riverdale Knolls Golf Course and Designer the satisfactory operation of the system.
- 32.2 A final inspection/walk through will consist of the follow key elements:
  - 32.2.1 Central Computer Operation
  - 32.2.2 Valve Box Orientation/ Grade
  - 32.2.3 Controller Grounding/ Manual Station Operation
  - 32.2.4 Sprinkler Head Operation
  - 32.2.5 As Built Review
  - 32.2.6 Trench Settlement
  - 32.2.7 Warranty documentation and contact information
  - 32.2.8 Written notification, signed by Riverdale Knolls Golf Course's representative and the contractor, indicating system completion in compliance with drawings, specifications, contracts and industry standards.
- 32.3 The Contractor shall instruct the Riverdale Knolls Golf Course in the operation of the system, including but not limited to: sprinkler troubleshooting repair and adjustment, controller operation and programming, valve troubleshooting and repair, pump station operation.
- 32.4 Upon written acceptance, the Riverdale Knolls Golf Course will assume operation of the system.

32.5 The Contractor will winterize the system during the fall of 2013 and 2014, and provide startup for spring 2014 and 2015, during the 2 year warranty period. The Riverdale Knolls Golf Course will notify the Contractor 72 hours in advance of the procedure taking place. The Contractor will furnish all necessary equipment and labor to complete the operation. The Riverdale Knolls Golf Course has the option of participating in the procedure but this does not relieve the Contractor of any warranty liability.

#### 33 PIPELINE TESTING AND PROCEDURE:

- 33.1 Notify the Riverdale Knolls Golf Course at least three (3) days in advance of testing.
- 33.2 HDPE mainline pipe 3" and larger shall be subjected to a pressure test any time after partial backfill.
- 33.3 HDPE pipe can be subjected to test any time after the minimum cool time, defined by the material manufacturer has been met.
- 33.4 HDPE pipe can be subjected to test after fused components have met manufacturers recommended.
  - 33.4.1 Quality Control Testing (On Site Bend Back Test)

Prior to HDPE pipe being installed in the trench, at the beginning of the job, the contractor shall cut out the first butt fusion of each pipe size. The contractor shall prepare the sample for the test in accordance with the "Job Aid/ Bend Back Testing" procedure document prepared by ISCO Industries, LLC dated Oct. 26, 06 or as revised, and in accordance with ASTM D 2657. The samples shall be tested in the presence of the Riverdale Knolls Golf Course rep and / or the Consultant, all in accordance with testing procedures outlined in the ISCO document. All samples shall be labeled and saved. Testing must be done at 73 degrees F plus or minus 5 degrees. The test temperature and sample size are critical to testing.

The purpose of the test is to determine if a good weld was made. Any failure shall require additional testing.

33.4.2 Additional testing will be required at any time at the discretion of the Riverdale Knolls Golf Course and/or Consultant.

#### 34 Volumetric Leak Test

- 34.1 Provide sufficient backfill around pipe to prevent pipe movement.
- 34.2 Expose couplings and fittings.
- 34.3 Purge all air from the pipe before testing.
- 34.4 Pipe will be tested at 125% of the working pressure.
- 34.5 Leakage will be defined as the quantity of water that must be supplied to maintain pressure within 5 psi and determined by the formula L=NDP/7400

L = Allowable leakage in gallons per hour

N = Number of joints in tested section

D = Nominal diameter of pipe in inches

P = Square root of the average test pressure during test in psi

35 The Contractor will introduce water into the mainline pipe network to allow for seal testing of all mainline and lateral isolation valves. Valves will be required to be under pressure for a minimum of 8 hours. Any valves that do not allow for a 100% water tight seal will be replaced with new at no cost to the Riverdale Knolls Golf Course.

- 36 The Contractor shall select the date that the contract time begins for this project, subject to the following conditions:
  - 36.1 The Contractor shall commence work under the Contract on or before the 5<sup>th</sup> day following Contract execution or the 20<sup>th</sup> day following the date of award. However, the Contractor shall not commence work until the County issues a "Notice to Proceed", whichever comes later, unless such time for beginning the work is changed by the Project Manager in the "Notice to Proceed.".
  - 36.2 The Contractor shall notify the Engineer in writing, at least 5 days before the proposed beginning date.
  - 36.3 The date that contract time begins shall be subject to the County's approval. A different date may be authorized in writing by the County in the "Notice to Proceed."
- 37 The Contractor shall complete all work in 120 calendar days after Notice to Proceed.
- 38 Unless special arrangements are made with the Project Manager, working hours shall be 8:00 AM to 4:00 PM, Monday through Friday. No work shall be performed on observed holidays, weekends, or nights unless special permission is granted by the Project Manager.
- 39 In order to assure proper availability of construction supervision or other personnel from the Project Manager's staff, two (2) days written notice shall be delivered to the Project Manager prior to any work performed on Saturdays, Sundays, nights or observed holidays.
- 40 The failure by the Contractor to provide minimum notices shall not be considered for time extensions or extra compensation.



## **VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

## WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda #	Addenda #
If None, Please write NONE.	
Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	
E-man Address	

## **END OF SECTION**



## Riverdale Knolls Course Bid Form

Unit prices will be used to calculate any cost changes in the event equipment is added or deleted. As-builts will be used to determine final installed quantities.

installed quantities.			ms will be used to determine final
Equipment	Bid Quantity	Toro Unit Price	Rainbird Unit Price
Central Computer			
Weather Station			
Full circle head	· · · · · · · · · · · · · · · · · · ·		
withswing joint &			
wire spaced at 80'			
Part circle head with			
swing joint and wire			
spaced at 80'			
Full circle head with			
swing joint & wire			
spaced at 65'			
Part circle head with			
swing joint and wire			
spaced at 65'			
Part circle head with			
tail nozzle, swing			
joint and wire spaced			
at 65'			
Full circle head with			
swing joint & wire			
spaced at 40'			
Part circle head with			
swing joint and wire			
spaced at 40'			
Part circle head with			
tail nozzle, swing			
joint and wire spaced at 40'			
at 40			
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Spray Heads with			
MP-Rotator			
Nozzle/Body Fittings			
and pipe			
1" Electric valve			
assembly for MP	J.		
Rotator Zones - heads			
not included			
1.5" Electric valve to			
tie into existing			
irrigation			
64 Station Satellite	1		***************************************
with Grounding			
Equipment			
56 Station Satellite			
with Grounding			
Equipment			
48 Station Satellite			
with Grounding			
Equipment			
32 Station Satellite			
with Grounding			
Equipment			
Quick coupling valve			
with swing joint			
<i>y</i>			
Quick coupling valve			
for winter watering			
,			
2" Slo-Close Winter			
QC Valve			
Q O T WATE			
4" Lateral Isolation			
Valve Assy			
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10" Lateral Isolation			
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12" Lateral Isolation valve Assy			
Mainline Drain Assy			
Air and vacuum release assembly			
Mainline and Lateral	Piping	1	
2" HDPE Lateral Piping			
2" Winter QC HDPE			
Piping			
4" HDPE			
6" HDPE			
8" HDPE			
10" HDPE			
12" HDPE			
16" HDPE			
MAINLINE ISOLATI	ON VALVES - 51 total		
4"			
6"			
8"			
10"			
12"  Communication Cable			
Communication cable	and Power Wire		
Communication cable			

to the weather station		
#10 Power Wire		
#8 Power Wire		
#6 Power Wire		
"O'I OWEL WILL		
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#4 Power Wire		
#2 Power Wire		,
Project Costs		
Mobilization		
Irrigation Labor		
migation Labor		
Project Overhead and		
Profit		
Install New Main		
Pump Station - See		
Sheet 8		
Irrigation System		
Bid	200	
Alternates	4.33/0 - 1 - 4	
	Add/Deduct	
Delete Turnover		
Equipment		
Delete Head Yardage		
Caps		
Delete New Main		
Pump Station - Use		
Existing Station		
Delete Bratner Pump		
Building		 
Existing equipment to		
be removed by the		
Riverdale Staff	;	

## EXHIBIT "A" BID BOND

as Pı	incipal, a	nd													as Su	retv.	
			(	(Name	and.	Addres	s of Si	ırety	y)							,	
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IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

EXHIBIT "B"
ADAMS COUNTY
CONSTRUCTION CONTRACT
SAMPLE

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this	day of
, 2013, by and between the Board of County Commissioners of	Adams
County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado	80601.
hereinafter referred to as the "County," and, Winner123, located at Address123, here	einafter
referred to as the "Contractor."	

The County and the Contractor, for the consideration herein set forth, agree as follows:

## 1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

#### Invitation for Bid:

1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD. NOTICE PROCEED. TO LETTER ACCEPTANCE. APPLICATION FOR **EXEMPTION** CERTIFICATE, FIELD ORDER, **CHANGE** ORDER. APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All

- costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.
- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

## 2. <u>COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08</u>

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### 3. RESPONSIBILITIES OF THE COUNTY

- 3.1. The County shall:
- 3.2. Provide information as to its requirements for the project.
- 3.3. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- 3.4. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.
- 3.5. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

#### 4. TERM

4.1. The work to be performed under this Agreement shall be for XXXXXXXXXX

## 5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of (\$).

- 5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.
- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
  - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
  - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

#### 6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original	Original Amount				
From More	Up To and				
Than	Including	Amount			
0	150,000	500			
150,000	250,000	600			
250,000	500,000	800			
500,000	1,000,000	1,400			
1,000,000	2,000,000	2,000			
2,000,000	4,000,000	3,300			
4,000,000	10,000,000	3,900			
10,000,000	3,900*				
* plus 300 per each additional \$1,000,000					
contract amount or part thereof over					
	\$10,000,000				

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

#### 7. SUBCONTRACTING

7.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

#### 8. CHANGE ORDERS OR EXTENSIONS

- 8.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 8.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

## 9. INSPECTIONS, REVIEWS AND AUDITS

- 9.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
  - 9.1.1. Work to be completed, if any;
  - 9.1.2. Work not in compliance with the Agreement, if any; and
  - 9.1.3. Unsatisfactory work for any reason, if any.
- 9.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

## 10. CLEAN-UP

10.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

## 11. PROJECT ADMINISTRATION

- 11.1. The Project Manager for this Agreement shall be PROJECT MANAGER, who can be reached by phone at 720-523-XXXX. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 11.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 11.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 11.4. All claims, disputes and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

#### 12. NONDISCRIMINATION

- 12.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
  - 12.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### 13. <u>INDEPENDENT CONTRACTOR</u>

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible

for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

#### 14. <u>INDEMNIFICATION</u>

The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

#### 15. <u>INSURANCE</u>

- 15.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverages of insurance.
  - 15.1.1. <u>Commercial General Liability Insurance</u>: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence General Aggregate \$1,000,000 \$2,000,000

15.1.2. <u>Comprehensive Automobile Liability Insurance</u>: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage

\$1,000,000

(each

accident)

Personal Injury Protection

Per Colorado Statutes

15.1.3. Workers' Compensation Insurance:

Per Colorado Statutes

15.1.4. \*Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

#### Each Occurrence

\$1,000,000

- \* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 15.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:
  - 15.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 15.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 15.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 15.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 15.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liability to the County for any liquidated damages assessed or for performance bond claims against the

Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

#### 16. TERMINATION

- 16.1. Termination Of Agreement For Convenience Of The County The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.
- 16.2. Termination Of Agreement For Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

## 16.3. Ownership Of Partially Completed Work

- 16.3.1. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 16.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

#### 17. BONDING:

17.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

## 18. <u>MUTUAL UNDERSTANDINGS</u>

18.1. <u>Jurisdiction and Venue</u>: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

- 18.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.
- 18.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 18.4. <u>Assignability:</u> Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 18.5. <u>Waiver:</u> Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 18.6. <u>Force Majeure:</u> Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 18.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County (department name)

Contact: Address:

City, State, Zip:

Phone: E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: E-mail:

Department: Adams County Attorney's Office Address: 4430 South Adams County Parkway City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact: Address:

City, State, Zip:

Phone: E-mail:

- 18.8. <u>Integration of Understanding:</u> This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 18.9. <u>Severability:</u> If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 18.10. <u>Authorization:</u> Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

## **Board of County Commissioners**

Chair	Date	
WINNER123		
Signature	Date	
Printed Name	Title	
Attest:		
Karen Long, Clerk and Recorder	Deputy Clerk	
Approved as to Form:	Adams County Attorney's Office	
NOTARIZATION:		
COUNTY OF	)	
STATE OF		
Signed and sworn to before me this	day of	_, 2013,
by	<del></del>	
Notary Public		
My commission expires on:		

#### CONTRACTOR'S CERTIFICATION OF COMPLIANCE

**CONTRACTOR:** 

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

Company Name	Date
Name (Print or Type)	
Signature	***************************************
Γitle	

Note: Registration for the E-Verify Program can be completed at: <a href="https://www.vis-dhs.com/employerregistration">https://www.vis-dhs.com/employerregistration</a>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



#### **VENDOR'S STATEMENT**

1

Addenda#

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Addenda#

## WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Ad	denda# 2
If None, Please write NONE.	
Formost Construction Co.	7/24/2013
Company Name	Date
P.O. Box 559	Scall Cloud
Address	Signature
Temecula, CA 92593	Scott Cloud
City, State, Zip Code	Printed Name
Riverside County	President
County	Title
(951) 698-7270	(951) 698-6170
Telephone	Fax
scott@formostconstruction.com	
E-mail Address	

#### Formost Construction

#### Riverdale Knolls Course Bid Form July 11, 2013

Unit prices will be used to calculate any cost changes in the event equipment is added or deteted. As-builts will be used to determine final

installed quantities.					
Equipment	Bid Quantity	Toro Unit Price	Rainbird Unit Price		
Central Computer	1	\$18,500.00	\$21,000.00		
Weather Station	1	\$7,750.00	\$7,750.00		
Salvaged Full circle head with swing joint & wire spaced at 80'		\$7.60	\$7.60		
Salvaged Part circle head with swing joint and wire spaced at 80'	250	\$7.60	\$7.50		
New Part circle head with swing joint and wire spaced at 80' (Only at the PG on the North end of the DR)	6	\$350.00	\$315.00		
Full circle head with swing joint & wire spaced at 65'	841	\$315,00	\$290.00		
Part circle head with swing joint and wire spaced at 65'	730	\$327.00	\$302.00		
Part circle head with tall nozzle, swing joint and wire spaced at 65'	151	\$330,00	\$303.00		
Full circle head with swing joint & wire spaced at 40'	0	\$295.00	\$270.00		
Part circle head with swing joint and wire spaced at 40'	263	\$307.00	\$282.00		
Part circle head with tail nozzle, swing joint and wire spaced at 40'	3	\$310.00	\$283,00		
Spray Heads with MP-Rotator Nozzle/Body Fittings and pipe 1" Electric valve assembly for	185	\$100,00	\$100.00		
MP Rotator Zones - heads not included	24	\$285.00	\$275.00		
1.5" Electric valve to tie into existing irrigation	7	\$175.00	\$150.00		
64 Station Satellite with Grounding Equipment	20	\$3,750.00	\$3,275.00		
56 Station Satellite with Grounding Equipment  48 Station Satellite with	5	\$3,600.00	\$3,025.00		
Grounding Equipment	15	\$3,250.00	\$2,825.00		
32 Station Satellite with Grounding Equipment	1	\$2,750.00	\$2,325.00		
Quick coupling valve with swing joint	16	\$125.00	\$7,750.00		
Quick coupling valve for winter watering	21	\$640.00	\$7,750.00		
2" Slo-Close Winter QC Valve	21	\$250.00			
4" Lateral Isolation Valve Assy 6" Lateral Isolation valve Assy	38	\$240,00			
8" Lateral Isolation valve Assy	65 49	\$245.00 \$255.00			
0" Lateral Isolation valve Assy	14	\$262.00			

	7		
12" Lateral Isolation valve Ass	5	\$	270,00
Mainline Drain Assy	10	\$250.00	
Air and vacuum release			
assembly	12 Se Mainline 2	s mű/Lateral/Pipings	350.00
2" HDPE Lateral Piping 2" Winter QC HDPE Piping	134,000 4,000	\$1,25 \$1,25	
4" HDPE	7,650	\$7.00	
6" HDPE	9,050	\$9.00	
8" HDPE	5,100	\$13.00	
10" HDPE	2,450	\$20.00	
12" HDPE 16" HDPE	1,300 70	\$27.00 \$34.00	
		THON VALAVES USA	
4 <sup>n</sup>	14		590.00
6*	21	\$820,00	
8 <sup>n</sup>	10	\$1,250.00	
10" 12"	4 2	\$1,700.00	
	I	Sable and Power V	,200.00 Vires 18 18 18 18 18 18 18 18 18 18 18 18 18
Communication cable to the weather station			
Would Station	2,400	\$0.50	
#10 Power Wire	6,800	\$0.70	
#8 Power Wire	8,500	\$1.05	
#6 Power Wire	9,000	\$1.50	
#4 Power Wire	390	\$2.45	
	File	peticosts as	3,300
	- water	Toro	Rainbird
Mobilization		\$90,000.00	\$90,000.00
Irrigation Labor		\$565,000.00	\$565,000.00
Project Overhead and Profit		\$172,000.00	\$172,000.00
Install New Main Pump Station - See Sheet 8		\$145,000.00	\$145,000.00
Install Bratner Pump Station, Wetwell, Building - See Sheet 8		\$72,000.00	\$72,000.00
Materials		\$956,000.00	\$1,032,000.00
Irrigation System Bid		\$2,000,000.00	\$2,076,000.00
Alternates	Add/Deduct		a decident
Pelete Turnover Equipment	Deduct	\$4,125.00	\$3,645.00
elete Head Yardage Caps	Deduct	\$5,500.00	\$5,500.00
elete New Main Pump Station Use Existing Station			
alala Buata B	Deduct	\$145,	000.00
elete Bratner Pump Station /etwell, Building	Deduct	\$72,000.00	\$72,00 <del>0</del> .00
Existing equipment to be emoved by the Riverdale Staff			
Installation of the 1.5" Aqua Fuse HDPE fusable service	Deduct	\$16,000.00	\$16,000.00
saddle on the lateral piping. Refer to details 28,29,30 Add		\$22,0	00.00

Formost Construction Co.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, <u>P.O. Box 559</u>, <u>Temecula</u>, <u>CA</u> 92593

(Name and Address of Contractor)

·
as Principal, and Old Republic Surety Company as Principal, and 18300 Von Karman Ave., Sulte 640, Irvine, CA 92612 as Surety, (Name and Address of Surety)
are hereby held and firmly bound unto Adams County as OWNER in the penal sum
of Not to exceed Five Percent of Bid for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.
Signed this 22nd day of July , 20 13
The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain
BID, attached hereto and hereby made a part hereof to enter a contract in writing,
for Riverdale Knolls Golf Course Irrigation System Replacement Project
(Project Name and Project Number)

### NOW THEREFORE,

- (A) If said BID shall be rejected, then this obligation shall be void.
- (B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\*\*RC-HLT CORPORATION\*\* CONSTANT CONST

(Principal, Contractor)

Old Republic Surety Company

BY:

Raylene Mendoza, Attorney-in-fact

IMPORTANT - - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

EXHIBIT "B"
ADAMS COUNTY
CONSTRUCTION CONTRACT

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	)
County of Orange	}
On <u>07/22/2013</u> before me, _	Andrew J. Sysyn, Notary Public  Here Insert Name and Title of the Officer
personally appeared Rayle	ne Mendoza
	Name(s) of Signer(s)
ANDREW J. SYSYN Commission # 1869564 Notary Public - California Orange County My Comm. Expires Nov 24, 2013	who proved to me on the basis of satisfactor evidence to be the person(b) whose name(b) is a subscribed to the within instrument and acknowledge to me that he/she/they executed the same is the/her/their authorized capacity(be); and that be his/her/their signature(b) on the instrument the person(b), or the entity upon behalf of which the person(b) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  WITNESS my hand and official seal.
Though the information below is not require	Signature:  Signature Notely Public  Signature Notely Public  OPTIONAL  and by law, it may prove valuable to persons relying on the document
and could prevent fraudulent ren Description of Attached Document	noval and reattachment of this form to another document.
Title or Type of Document:	
Document Date:	Number of Pages:
Capacity(ies) Claimed by Signer(s)	
Signer's Name: <u>Raylene Mendoza</u>	Signer's Name:
Corporate Officer — Title(s):	
☐ Individual RIGHTTHI OF SI	UMBPRINT ☐ Individual RIGHT THUMBPRINT OF SIGNER OF SIGNER
☐ Partner — ☐ Limited ☐ General Top of the	
Attorney in Fact	☐ Attorney in Fact
Trustee	☐Trustee
Guardian or Conservator	☐ Guardian or Conservator
Other:	Other:
	Signer Is Representing:
Signer Is Representing:	J.g. of Hophodomany,

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation. does make, constitute and appoint:

ANDREW J. SYSYN, RAYLENE MENDOZA, OF COSTA MESA,

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$20,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant

when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its

corporate seal to be affixed this 28TH day of MARCH, 2012,

Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

OLD REPUBLIC SURETY COMPANY

On this 28TH day of MARCH, 2012 personally came before me, \_\_\_\_\_\_\_\_and RICK A JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above personally came before me, instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires:

12/02/2012

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 22nd day of

INS



# Formost Construction Co.

IRRIGATION SPECIALISTS

"Doing One Thing Well"

P.O. Box 559 • Temecula, CA 92593 41220 Guava St. • Murrieta, CA 92562 State Lic. 267960 Ph. (951) 698-7270 Fax (951) 698-6170 e-mail: formost@inland.net www.formostconstruction.com

## **Formost Qualifications**

- A) Previous Work Experience see attached sheet
- B) Personnel see attached sheet
- C) Project Approach see attached schedule

The attached schedule deminstrates how well finish the project on time.

The project superintendent will communicate with the golf course staff daily.

The record drawings will be give to the irrigation designer daily as laterals are installed

D) Safety

Formost abides by all OSHA standards
We will request that one hole will be closed at a time to keep golfer away from construction

## E) Financial

By being issed a bid bond, our bonding company will issue a performance bond. See attached D & B ratings



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### **Formost Construction Personnel**

Scott Cloud - Project Manager

Martin Beccera - Construction Superintdent (see attached resume)

Heroclio (Rocky) Ortega - Foreman 20 years w/ Formost

Antnio Franco - Pipefitter 20 years w/ Formost

Alvarro Beccerra - Wireman 8 years w/ Formost

## **Formost Construction Subcontractors**

Freedom Pump - Bratner Station
Temple Construction - Creek and Road Bores

Formost Current Projects
Poppy Hills Golf Course - Toro Decoder System
The Lakes Country Club - Rain Bird Satellite System
Napa Valley CC - Toro Satellite system

## Formost Construction Equipment and Labor Rates 7/24/2012

Irrigation Foreman	\$ 60.00
Wireman	\$ 40.00
Pipe Fitter	\$ 40.00
Laborer	\$ 30.00
Rates include operator	
Vermeer T555 Trencher	\$ 100.00
Formost Backfiller	\$ 100.00
Bobcat#331 Mini Excavator	\$ 80.00
Skid steer	\$ 80.00
RT#90 Puller	\$ 80.00
2 Ton Dump Truck	\$ 35.00



# Formost Construction Co. IRRIGATION SPECIALISTS

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State Lic. 267960 Ph. (951) 698-7270 Fax (951) 698-6170 e-mail: formost@inland.net www.formostconstruction.com

### **GOLF COURSE IRRIGATION INSTALLATION PROJECTS**

## **CURRENT & COMPLETED JOBS**

POPPY HILLS GOLF COURSE 3200 LOPEZ RD PEBBLE BEACH, CA <sup>®</sup> 93953 MANNY SOUSA	831/595-3506	IN PROGRESS	CONTRACT \$1,450,000	TORO- GDC SYSTEM - PRIVATE BRYANT TAYLOR GORDON GOLF 18 HOLE IRRIGATION RENOVATION Martin Becerra
NAPA VALLEY COUNTRY CLUB 3385 HAGEN RD NAPA, CA 94558 SEAN BATTISTINI	707/252-1188	IN PROGRESS	CONTRACT \$2,248,135 HDPE MAIN LINE	TORO - PRIVATE - EXISTING RUSSELL D. MITCHELL & ASSOC., INC. 18 HOLE IRRIGATION RENOVATION
INDIAN TREE GOLF CLUB 7555 WADSWORTH BLVD ARVADA, CO 80003 SCOTT GIBSON	303/472-5492	IN PRGRESS	CONTRACT \$1,760,773 HDPE Proj.	RAIN BIRD - PUBLIC - EXISTING BRIAN KEIGHIN 27 HOLE IRRIGATION RENOVATION
RANCHO BERNARDO INN 17550 BERNARDO OAKS DR SAN DIEGO, CA 92128 BOB DOBEK	760/505-1202	COMPLETED 2/13/2013	CONTRACT \$1,489,540	RAIN BIRD - PUBLIC - EXISTING HARVEY IRRIGATION DESIGN 18 HOLE IRRIGATION RENOVATION Martin Becerra
HONG KONG GOLF CLUB SHEUNG SHUI NT HONG KONG GOLF CLUB RANDY WITT / ( RANDY@HKGOLFCLUB.ORG	)	9/13/2012	CONTRACT \$2,029,189	RAIN BIRD - PRIVATE - EXISTING BRYANT TAYLOR GORDON GOLF 54 HOLE IRRIGATION RENOVATION
RIVIERA COUNTRY CLUB 1250 CAPRI DR PACIFIC PALISADES, CA 90272 MATT MORTON	310/566-5329	COMPLETED 7/31/2012	CONTRACT \$165,260	TORO - PRIVATE - EXISTING HARVEY IRRIGATION DESIGN DRIVING RANGE IIRRIGATION RENOVATION
WAVERLEY COUNTRY CLUB PORTLAND, OR 97222 BRIAN KOFFLER	503/654-6521	5/18/2012	CONTRACT \$1,359,391	TORO - PRIVATE - EXISTING HARVEY IRRIGATION DESIGN 18 HOLE IRRIGATION RENOVATION Martin Becerra
BRENTWOOD COUNTRY CLUB LOS ANGELES, CA 90049 BOB O'CONNELL	310/804-1562	COMPLETED 2/12/2012	CONTRACT \$1,238,208	RAINBIRD - PRIVATE - EXISTING BRYANT TAYLOR GORDON GOLF 18 HOLE IRRIGATION RENOVATION
CHAPARRAL COUNTRY CLUB PALM DESERT, CA MIKE JENSEN	760/340-1908	COMPLETED 8/31/2011	CONTRACT \$1,126.41	RAINBIRD IC - PRIVATE - EXISTING FAIRWAY IRRIGATION DESIGN 18 HOLE IRRIGATION RENOVATION Martin Becerra
VALLEY OAKS GOLF COURSE CITY OF VISALIA VISALIA, CA NEIL HLADIK	916/276-6477	COMPLETED 3/24/2011	CONTRACT \$971,056	RAINBIRD IC - MUNICIPAL - EXISTING RUSS MITCHELL & ASSOC. 18 HOLE IRRIGATION RENOVATION Martin Becerra
SUNNYLANDS GOLF COURSE @ ANNENBURG FOUNDATION RANCHO MIRAGE, CA PAT TRUCHAN	760/ 202-2270	COMPLETED 1/31/2011	CONTRACT \$3,864,155 HDPE Proj.	RAINBIRD IC - PRIVATE - EXISTING SPOT WATER MANAGEMENT 10 HOLE IRRIGATION RENOVATION, LAKE TRANSFER LINES & LANDSCAPE IRRIGATION
L.A. COUNTRY CLUB LOS ANGELES, CA RUSS MEYERS	310/ 405-5387	COMPLETED 7/31/2010	CONTRACT \$2,469,165	TORO - PRIVATE - EXISTING BRYANT TAYLOR GORDON GOLF 18 HOLE IRRIGATION RENOVATION Martin Becerra
FLATIRONS GC/CITY OF BOULDER CITY OF BOULDER, CO DAVE BROWN	303/443-5171	COMPLETED 6/15/2010	CONTRACT \$511,637 HDPE Proj.	TORO - MUNICIPAL - EXISTING LARRY RODGERS DESIGN GROUP 18 GREENS IRRIGATION RENOVATION
TIARA RADO GC/CITY OF GRAND JCTN GRAND JUCTION, CO DOUG JONES	970/264-3938	COMPLETED 5/15/2010	CONTRACT \$1,163,902 HDPE Proj.	RAINBIRD - MUNICIPAL - EXISTING LARRY RODGERS DESIGN GROUP 18 HOLE IRRIGATION RENOVATION

THE RESERVE - MOONLIGHT BASIN GOLF		ON HOLD	CONTRACT	RAINBIRD - PRIVATE - NEW
BIG SKY, MT MIKE WILCYNSKI	406/209-4367	45%	\$2,789,360 HDPE Proj.	BRYANT TAYLOR GORDON GOLF 18 HOLES IRRIGATION (NEW) Martin Becerra
THE SPRINGS RANCHO MIRAGE, CA J.T. POGUE	760/328-0254	COMPLETED 9/15/2009	CONTRACT \$180,000	RAINBIRD - PRIVATE - EXISITNG BRENT HARVEY DESIGN RENOVATE ML/ LATERALS/ STREET X-INGS
EASTBAY GC/ CITY OF PROVO PROVO, UT DEAN HUTCHISON	801/842-6043	COMPLETED 5/15/2009	CONTRACT \$207,900	MUNICIPAL - EXISITNG DALE WINCHESTER & ASSOC. 3 HOLES MAINLINE IRRIGATION
CHERRY HILLS COUNTRY CLUB CHERRY HILLS VILLAGE, CO MIKE BURKE	303/550-6972	COMPLETED 4/1/2009	CONTRACT \$4,029,410 HDPE Proj.	TORO - PRIVATE - EXISITNG LARRY RODGERS DESIGN GROUP 18 HOLES IRRIGATION RENOVATION PUMP STATION & WET WELL
BRIGHTWATER CLUB GYPSUM, CO TOM BUZBEE	970/376-0389	COMPLETED 9/17/2008	CONTRACT \$4,056,295	RAINBIRD - PRIVATE - NEW LARRY RODGERS DESIGN GROUP 18 HOLES IRRIGATION (NEW) PUMP STATION, BOOSTERS & WET WELL
LA JOLLA COUNTRY CLUB LA JOLLA, CA DENNIS FOWLER	858/551-1533	COMPLETED 7/25/2008	CONTRACT \$2,283,586 HDPE Proj.	RAINBIRD - PRIVATE - EXISTING HARVEY MILLS DESIGN 18 HOLES IRRIGATION RENOVATION PUMP STATION
HIDDEN VALLEY COUNTRY CLUB SANDY, UT LARRY EMERY	801/571-0583	COMPLETED 7/25/2008	CONTRACT \$1,873,460 HDPE Proj.	TORO - PRIVATE - EXISTING DALE WINCHESTER & ASSOC. 9 HOLES IRRIGATION RENOVAT, PUMP STAT WET WELL & 10" HDPE TRANSFER LINE
GARDEN OF THE GODS COLORADO SPRINGS, CO SHEA GUNKEL	719/632-5541	COMPLETED 6/19/2008	CONTRACT \$869,174	RAINBIRD - PRIVATE - EXISITNG BRIAN KEEIGHIN 8 HOLES IRRIGATION RENOVATION
EL NIGUEL COUNTRY CLUB LAGUNA NIGUEL, CA BRIAN ARCHBOLD	949/249-8004	COMPLETED 5/25/2008	CONTRACT \$2,824,083	TORO - PRIVATE - EXISTING BRYANT TAYLOR GORDON GOLF 18 HOLES IRRIGATION RENOVATION Martin Becerra
NORTH RANCH COUNTRY CLUB WESTLAKE VILLAGE, CA RICH WAGNER	805/497-4495	COMPLETED 11/15/2007	CONTRACT \$4,116,742	RAINBIRD - PRIVATE - EXISTING HARVEY MILLS DESIGN 27 HOLES IRRIGATION RENOVATION PUMP STATION & WET WELL
TPC SAN FRANCISCO @ STONEBRAE HAYWARD, CA DAVE DAVIES	510/728-7880	COMPLETED 8/31/2007	CONTRACT \$1,563,616 HDPE Proj.	RAINBIRD DECODER - PRIVATE - NEW RUSS MITCHELL & ASSOC. 18 HOLES IRRIGATION (NEW)
SAND HOLLOW GOLF LINKS HURRICANE, UT ANDY STAPLES	480/206-1134	COMPLETED 7/31/2007	CONTRACT \$2,546,503 HDPE Proj.	TO5O - PRIVATE - NEW DALE WINCHESTER & ASSOC, 18 HOLE IRRIGATION (NEW)
ROCK CREEK GOLF COURSE DEER LODGE, MT ISAAC FARABAUGH	406/863-2060	COMPLETED 7/31/2007	CONTRACT \$2,224,441 HDPE Proj.	TORO - PRIVATE - EXISTING HARVEY MILLS DESIGN 18 HOLES IRRIGATION (NEW) PUMP STATION
YELLOWSTONE COUNTRY CLUB BILLINGS, MT JOE STRIBLEY	406/ 656-2901	COMPLETED 7/31/2007	CONTRACT \$1,615,815	TORO - PRIVATE - EXISTING CARL THEUSEN DESIGN 18 HOLES IRRIGATION RENOVATION PUMP STATION & WET WELL Martin Becerra
ASPEN GOLF COURSE ASPEN, CO STEVE AITKEN	970/920-5719	COMPLETED 7/17/2007	CONTRACT \$2,453,679 HDPE Proj.	RAINBIRD - MUNICIPAL - EXISTING LARRY RODGERS DESIGN GROUP 18 HOLE IRRIGATION RENOVATION
LINCOLN PARK GC/CITY OF GRD JCTN GRAND JUCTION, CO DOUG JONES	970/264-3938	COMPLETED 11/30/2006	CONTRACT \$685,716	RAINBIRD - MUNICIPAL - EXISTING LARRY RODGERS DESIGN GROUP 9 HOLE IRRIGATION RENOVATION

.

MESA VERDE COUNTRY CLUB COSTA MESA, CA JEFF MENCHINGER	714/549-0377	COMPLETED 4/11/2006	CONTRACT \$1,990,985	RAINBIRD - PRIVATE - EXISTING BRYANT TAYLOR GORDON GOLF 18 HOLE IRRIGATION RENOVATION PUMP STATION & WET WELL Martin Becerra
CASTLEWOOD COUNTRY CLUB PLEASANTON, CA TOM RUTHERFORD	925/846-2871	COMPLETED 3/31/2006	CONTRACT \$1,365,510	RAINBIRD - PRIVATE - EXISTING RUSSELL D. MITCHELL & ASSOC., INC. 18 HOLE IRRIGATION RENOVATION
SUN CITY VISTOSO GOLF CLUB ORO VALLEY, AZ GREG HRYCYK	520/825-3711	COMPLETED 10/15/2005	CONTRACT \$2,031,117	RAINBIRD - PRIVATE - EXISITNG BRYANT TAYLOR GORDON GOLF 18 HOLE IRRIGATION RENOVATION
THUNDERBIRD COUNTRY CLUB RANCHO MIRAGE, CA ROGER COMPTON	760/578-3620	COMPLETED 9/30/2005	CONTRACT \$1,818,943	RAINBIRD - PRIVATE - EXISITNG HARVEY MILLS DESIGN 18 HOLE IRRIGATION RENOVATION PUMP STATION
OGDEN GOLF & COUNTRY CLUB OGDEN, UT MICHAEL BOWMAN	801/621-2060	COMPLETED 2/14/2005	CONTRACT \$1,786,773	RAINBIRD - PRIVATE - EXISTING DALE WINCHESTER & ASSOCIATES 18 HOLE IRRIGATION RENOVATION PUMP STATION & WET WELL
BUTTE CREEK COUNTRY CLUB CHICO, CA TIM MCCOY	530/343-8292	COMPLETED 2/14/2005	CONTRACT \$324,276	RAINBIRD - PRIVATE - EXISTING RUSSELL D. MITCHELL & ASSOCIATES, INC. 18 HOLE REVNOATION
WILLOW CREEK COUNTRY CLUB SANDY, UT TROY VAN DENBERGAG	801/942-1954	COMPLETED 2/14/2005	CONTRACT \$1,912,675 HDPE Proj.	RAINBIRD - PRIVATE - EXISITNG DALE WINCHESTER & ASSOCIATES 18 HOLE RENOVATION
BOSTON GOLF CLUB HINGHAM, MA JOHN MINEK	781/ 741-5123	COMPLETED 10/31/2004	CONTRACT \$1,356,587	TORO - PRIVATE - NEW JAMES BARRETT & ASSOC 18 HOLE IRRIGATION (NEW) PUMP STATION
VALLEY VIEW GOLF COURSE LAYTON, UT KEN PETTINGILL	801/546-1630	COMPLETED 10/12/2004	CONTRACT \$718,303	RAINBIRD - PUBLIC - EXISTING G.P.S. SERVICES 18 HOLE IRRIGATION RENOVATION
SHADOWRIDGE COUNTRY CLUB VISTA, CA MIKE ROHWER	760/727-0701	COMPLETED 6/30/2004	CONTRACT \$1,685,475	TORO - PRIVATE - EXISTING HARRY D. YATES 18 HOLE IRRIGATION RENOVATION PUMP STATION & WET WELL
THE COUNTRY CLUB SALT LAKE CITY, UT ROSS O'FEE	801/466-8474	COMPLETED 7/30/2004	CONTRACT \$2,325,013	TORO - PRIVATE EXISTING DALE WINCHESTER & ASSOCIATES 18 HOLE IRRIGATION RENOVATION PUMP STATION & WET WELL
DISNEY'S PALM GOLF COURSE LAKE BUENA VISTA, FL DARRELL JONES/GARY MYERS	407/934-6192	COMPLETED 9/1/2003	CONTRACT \$1,236,588	TORO - PUBLIC - EXISTING BRYANT TAYLOR GORDON 18 HOLE IRRIGATION RENOVATION
TITLEIST TEST FACILITY OCEANSIDE, CA 92056 MIKE GRENINGER	760/803-3056	COMPLETED 8/17/2003	CONTRACT \$560,517	TORO - PRIVATE - EXISTING IN HOUSE DESIGN TEES, GREENS, & IRRIGATION RENOVATION
SILVERADO COUNTRY CLUB & RESORT NAPA, CA KIRK CANDLAND	707/257-0200	COMPLETED 7/24/2003	CONTRACT \$2,587,680	TORO - PRIVATE - EXISTING RUSS MITCHELL 36 HOLES IRRIGATION RENOVATION PUMP STATION & WET WELL
EAGLE-VAIL GOLF CLUB AVON, CO 81620 CHRISS LEAVITT	970/949-0520	COMPLETED 7/1/2003	CONTRACT \$1,909,692	RAINBIRD - MUNICIPAL - EXISTING LARRY RODGERS DESIGN GROUP 18 HOLE REVOVATION PUMP STATION & WET WELL

THE REFUGE AT LAKE HAVASU LAKE HAVASU CITY, AZ PETE LLOYD	928/764-2275	COMPLETED 5/1/2003	CONTRACT \$1,365,503	RAINBIRD - PRIVATE - NEW DALE WINCHESTER & ASSOCIATES 18 HOLE IRRIGATION PUMP STATION & WET WELL
ALPINE COUNTRY CLUB HIGHLAND, UT 84003 JOHN HAYNES	801/756-0493	COMPLETED 8/13/2002	CONTRACT \$1,685,475	TORO - PRIVATE - EXISTING DALE WINCHESTER & ASSOCIATES 18 HOLE IRRIGATION PUMP STATION & WET WELL
TPC FAIRFIELD AVONDALE, LA STEVE WENZLOFF	904/285-3700	COMPLETED 8/1/2002	CONTRACT \$1,108,109 HDPE Proj.	RAINBIRD - PRIVATE - NEW PGA CONSTRUCTION SERVICES, INC. 18 HOLE IRRIGATION
NORTH RANCH COUNTRY CLUB WESTLAKE VILLAGE, CA RICH WAGNER	805/497-4495	COMPLETED		PRIVATE - NEW HARVEY MILLS DESIGN PUMP STATION
PROMONTORY RANCH GOLF COURSE PARK CITY, UT BRAD COSBY	435/658-2234	COMPLETED		TORO - PRIVATE - NEW BRYANT TAYLOR GORDON 18 HOLE IRRIGATION
EAGLE VALLEY GOLF CLUB CARSON CITY, NV MIKE MCGEHEE	775/007 0004	COMPLETED		RAINBIRD - PUBLIC - EXISTING
MINE WOODENEE	775/887-2334			MINOR RENOVATIONS
DESERT HORIZONS COUNTRY CLUB INDIAN WELLS, CA WIL FRIEDNER	760/340-1871	COMPLETED		RAINBIRD - PRIVATE - EXISTING FAIRWAY IRRIGATION 18 HOLE IRRIGATION REMOVATION
TPC OF BOSTON AT GREATWOODS NORTON, MA TOM BRODEN	508/285-7925	COMPLETED	HDPE Proj.	RAINBIRD - PRIVATE - NEW PALMER COURSE DESIGN 18 HOLE IRRIGATION SYSTEM
BERMUDA DUNES COUNTRY CLUB BERMUDA DUNES, CA ROBERT DURKEE	760/345-4067	COMPLETED		RAINBIRD - PRIVATE - EXISITNG BRYANT, TAYLOR, GORDON 27 HOLE IRRIGATION RENOVATION
CORONADO COUNTRY CLUB EL PASO, TX DANNY SWAIN	915/584-3841	COMPLETED		RAINBIRD - PRIVATE - EXISITNG A.C.I. 18 HOLE IRRIGATION RENOVATION
DIABLO GRANDE GOLF CLUB PATTERSON, CA WEBB SHAFFER	209/892-8222	COMPLETED		RAINBIRD - PUBLIC BRYANT, TAYLOR, GORDON 36 HOLE NEW IRRIGATION SYSTEM
EDGEWOOD TAHOE GOLF COURSE SOUTH LAKE TAHOE, NV JOHN KRUTY	970/728-3784	COMPLETED		RAINBIRD - PUBLIC JOHN KRUTY 1 HOLE IRRIGATION RENOVATION
GLENDALE GOLF COURSE SALT LAKE CITY, UT STEVE WETHERALL	801/972-6038	COMPLETED		TORO - PUBLIC DALE WINCHESTER AND ASSOCIATES 18 HOLE IRRIGATION RENOVATION
GOOSE CREEK GOLF CLUB MIRA LOMA, CA JOHN BONNER	909/735-3982	COMPLETED		RAINBIRD - PUBLIC FAIRWAY IRRIGATION DESIGN 18 HOLE NEW IRRIGATION SYSTEM
HOBBLE CREEK SPRINGVILLE, UT CHRIS JENSEN	801/489-2785	COMPLETED		TORO - PUBLIC DALE WINCHESTER AND ASSOCIATES (9) HOLE IRRIGATION RENOVATION
JEREMY RANCH GOLF & COUNTRY CLUB PARK CITY, UT TOM CASTILLO	435/649-2700	COMPLETED		TORO - PRIVATE DALE WINCHESTER AND ASSOCIATES 18 HOLE IRRIGATION RENOVATION
LANDMARK GOLF CLUB (The Hills Golf Club) INDIO, CA WILLIE LOPEZ	760/776-6688	COMPLETED		RAINBIRD - PUBLIC FAIRWAY IRRIGATION DESIGN 36 HOLE NEW IRRIGATION SYSTEM

22. Clean-Up 21. Laterals #Range 9. Main Line #Range 20. Laterals #1 & Putting Greens 19. Laterals #17 & 18 Main Line #2 & 15 Main Line #4 & 5 18. Laterals #10 & 16 17. Laterals #7, 8 & 9 16. Laterals #2 & 7 11. Laterals #12 & 5 10. Laterals #3 & 12 13. Laterals #6, 12 & 13 12. Laterals #4 & 13 15 Laterals #10 & 15 Main Line # 16, 17 & 1 Mobilize & Layout Laterals #7, 11 & 14 Main Line #18 Main Line #6, 14 & 13 Main Line # 9, 8 & 7 Main Line #3 & 12 Task Name 16 September 23 30 October 14 21 28 4 November 25 December January February
3 10 February 5 March 17 24 31 14 April [2] 28 May 12 27

Riverdale Knolls Irrigation Timeline for 2013 - 2014

## Krc - HIt Corporation DUNS: 04-166-8146

📅 Print

## Dashboard

## Company Info

41220 Guava St Murrieta, CA 92562

Phone: (951) 698-7270

DBA's:

FORMOST CONSTRUCTION CO

**GENESIS GOLF DEVELOPERS** 

URL: www.formostconstruction.com

## **Scores**

Paydex:	Commi		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score 78 ▼	Score 535 ▲	Class 1	Score 1549 ▲	Class 2	Rating A	Recommendation \$55K	Rating 3A2

## Recent Alerts

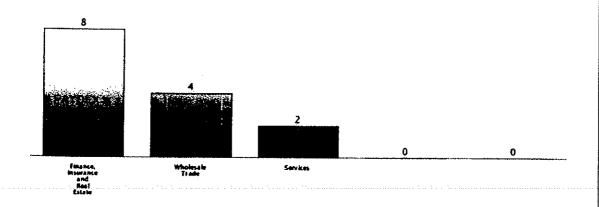


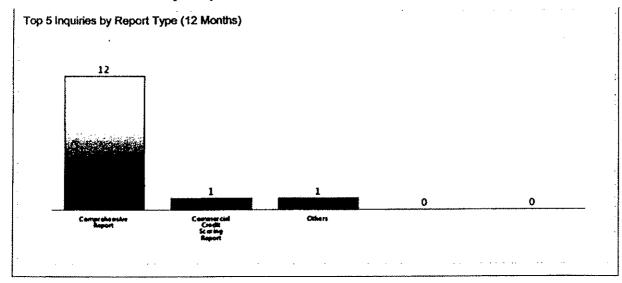
06/15/12 1 New Inquiry

## Inquiries

#### Most Recent Date SIC / Sector Report type Finance, Insurance Commercial Credit Scoring 06/13/12 and Real Estate Report Finance, Insurance 06/06/12 Comprehensive Report and Real Estate 04/11/12 Wholesale Trade Comprehensive Report 04/11/12 Wholesale Trade Comprehensive Report 04/02/12 Services Comprehensive Report

## Top 5 Inquiries by SIC / Sector (12 Months)





## **Scores**

## **Paydex**

78 V 3 Month Paydex
70 100;
3 days beyond terms 120 Days Slow 30 Days Slow Prompt

## **Understanding My Score**

The D&B PAYDEX is a unique, dollar weighted indicator of payment performance based on payment experiences as reported to D&B by trade references.

iotai (Li	ast 12 Months):	56				
Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
08/2012	Ppt	\$7,500	\$7,500	\$0		1 mo
08/2012	Ppt	\$5,000	\$0	\$0		2-3 mos
08/2012	Ppt	\$2,500	\$0	\$0		6-12 mos
08/2012	Ppt	\$2,500	\$0	\$0		2-3 mos
08/2012	Pot	\$2,500	\$2,500	\$0		1 mo

rey			
Paydex	Payment Practices	Paydex	Payment Practices
100	Anticipate	40	60 Days Beyond Terms
90	Discount	30	90 Days Beyond Terms
80	Prompt	20	120 Days Beyond Terms
70	15 Days Beyond	1-19	Over 120 Days Beyond Terms
60	22 Days Beyond Terms	UN	Unavailable
50	30 Days Beyond Terms		

https://www.dandb.com/product/ecomm/preview/print

## Addendum #1

# RIVERDALE KNOLLS GOLF COURSE IRRIGATION SYSTEM REPLACEMENT PROJECT

## PROPOSAL OPENING DATE:

**BID OPENING** 

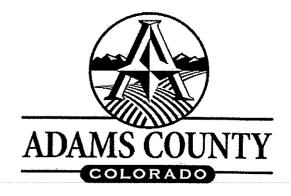
Date: July 25, 2013

Time: 2:00 p.m.

**Location: Adams County Government Center** 

4430 South Adams County Parkway

Brighton, Colorado 80601



A. 12.1.3 Contact Mr. Jay Folk at Arapahoe Pumping Systems for scope and pricing. 303-794-8344.

Revise to read: Contact Mr. Travis Abitz at LL Johnson for scope and pricing (303) 320-1270.

B. 12.1.7 Approximate sprinkler quantity 1300 Valve-in-head sprinklers, 370 short radius block zone type sprinklers, 200 MP Rotator heads, 80 - 1.5" electric valves 24 - 1" electric valves, 24 irrigation controllers, and 33 winter quick couplers.

Revise to read; Approximate sprinkler quantity 2054 Valve-in-head sprinklers, 0 short radius block zone type sprinklers, 163 MP Rotator heads, 7 - 1.5" electric valves 24 - 1" electric valves, 41 irrigation controllers, and 21 winter quick couplers.

C. 12.4.1.1 List three (4) or more golf course irrigation renovation projects...

Revise to read; List four (4) or more golf course irrigation renovation projects...

D. 15.19.5 Contractor will include \$1,900.00 in his price for Irrigation Technologies to generate a plan noting the head yardage for up to 500 sprinkler heads.

Revise to read; Contractor will include \$1,900.00 in his price for Irrigation Technologies to generate a plan noting the head yardage for up to 400 sprinkler heads.

E. 15.22.2 (2) Kenwood TK-3180 radios/chargers..

Revise to read (4) Kenwood TK-3180 radios/chargers...

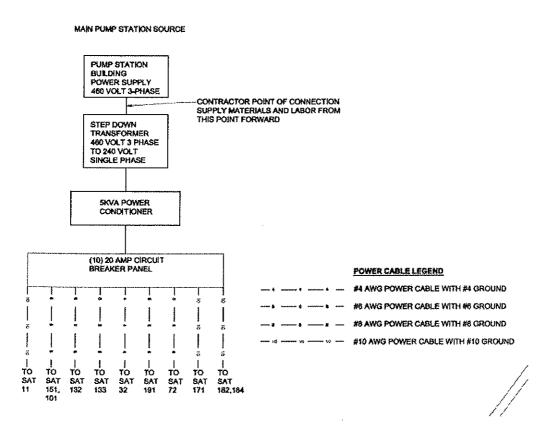
F. 15.22.13 Two (2) Motorola keypad radios/chargers...

Revise to read; Four (4) Motorola keypad radios/chargers

G. 25.10 Install two(2) extra wires.Revise to read; Install three (3) extra wires.....

- H. 28.6 Disregard this paragraph
- The Contractor shall complete all work in 120 calendar days.
   Revise to read; The Contractor shall complete all work in 243 calendar days
- J. 38....working hours shall be 8:00am to 4:00pm Monday through Friday.
   Revise to read; allowable work hours shall be Monday through Saturday 7:00am to 7:00pm.
- K. Sleeving will not be required for the mainline pipe bores across the creek. Conduits will be required as noted at each bore locations.

- L. The company contact information for detail 21 (winter watering hydrant) is D. Edward Clark and Associates 303-273-5757.
- M. The non-potable tags shown on detail 18 will not be required.
- N. Price triple top swing joints with an 8" lay length for all the heads. 1.25" on the heads spaced at 40' and 65' and 1.5" on the heads spaced at 80'.
- O. This project is tax exempt. The successful bidder will be issued a tax exempt certificate from Adams County.
- P. This project does not require the employer pay a prevailing wage rate.
- Q. The existing heads need to be removed with a level of care that allows the heads to be reused.
- R. The existing system has approximately 1235 heads and 38 irrigation controllers. These values were identified from page 12 (existing equipment) of the plan set.
- S. The power supply equipment (sheet 5) is to be included as part of the controller equipment and not included as part of the pump station in the event the pump station deduct alternate is accepted.



Power Supply Graphic from Page 5

- T. During the tour portion of the pre-bid meeting the group stopped at the main pump station and discussed the scope of work in this area. The existing z-pipe will need a flange end connection fused to discharge side of the pipe.
- U. The group stopped half way down hole 2 and identified a potential staging area between holes 2 and 15.

4" BLACK STEEL ELBOW AND 4" NIPPLE

4" ALUMINUM MALE

LENGTH AS REQUIRED

CAM LOCK CONNECTOR

31 RIVERDALE KNOLLS WINTERIZATION CONNECTION - NTS

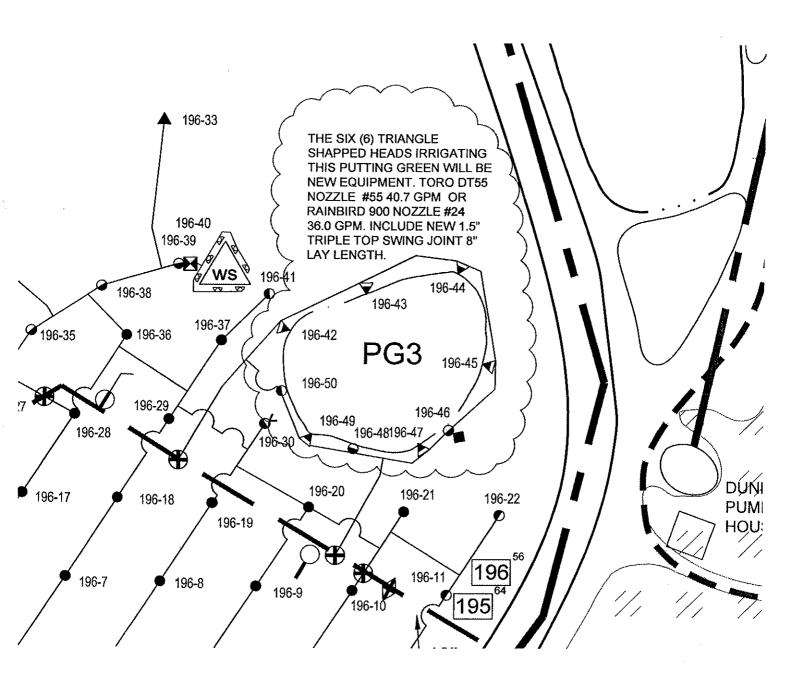
6" X 4" HDPE REDUCER -

TRANSITION FITTING

4" BLACK STEEL -

COUPLING

4" HDPE TO THREADED END -



## Addendum #2

# RIVERDALE KNOLLS GOLF COURSE IRRIGATION SYSTEM REPLACEMENT PROJECT

## PROPOSAL OPENING DATE:

**BID OPENING** 

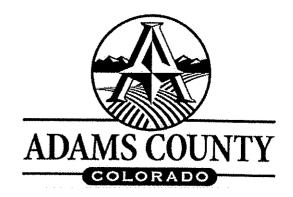
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4430 South Adams County Parkway

Brighton, Colorado 80601



The information attached shall provide clarification and answer additional questions posed.

### Questions and Answers:

- 1. Q) I wanted to get clarification of how we are to handle the 10" mainline where it ends near the driving range. The plan shows it being bored under the drainage ditch and terminating at the Dunes course, should we put a 10" HDPE cap and valve box at this location to allow for future use? Please advise.
  - A) The 10" line can be covered with duct tape and marked with a valve box. The intent is to use it in the future.
- 2. Q) There is a similar situation in the middle of the fairway on #12 where the 6" and 4" mainline cross. It looks like the 4" mainline runs into the drainage ditch. Should we cap the 4" mainline and leave it in a valve box? Or is it meant to cross the ditch and connect to the 4" mainline across the ditch?
  - A) The 4" line will act as a mainline drain and can be open ended into the ditch. It does not need to be capped or marked with a valve box.
- 3. Q) I also wanted to get confirmation that we are to remove the steel pipe that is above grade crossing the drainage ditches?
  - A) Yes, all the existing crossing, some are steel and some are PVC will need to be removed by the installing Contractor. The disposable of the PVC is the responsibility of the Contractor. Riverdale Knolls will retain ownership of the steel. The Contractor will need to move the steel pipe from the creek crossing to the maintenance facility.
- 4. Q) Can you confirm whether we will have access to the Bratner Pump Station location with concrete trucks or if we should figure carting the concrete to that location?
  - A) There is concrete truck access to the Bratner Pump Station location. The trucks will be able to drive to the site. Small load concrete shuttling will not be necessary.

End of Addendum