



ATTACHMENT #6

INDIAN WELLS RESORT PLAYERS COURSE

Indian Wells, California

GOLF COURSE RENOVATION PROPOSAL



Real people, lasting partnerships, unfailing integrity building a better tomorrow one project at a time



September 26, 2024

Mr. Ron Despain

Senior Vice President – Golf Course Development
Troon Golf

sent via e-mail

rdespain@troon.com

Mr. John Fought

Golf Course Architect
John Fought Design Golf Course Architecture

sent via e-mail

john@foughtdesign.net

Gentlemen,

Please find attached to this correspondence our proposal for the 2025 golf course renovation work of the Players Course at Indian Wells Resort. We appreciate the opportunity in allowing us to submit our proposal for this project. Our price is based on the quantities provided in the bid form, as well as our site visits and all related documents and correspondence during the pricing process.

We want to thank you for this opportunity and look forward to hearing from you regarding our submission.

Regards,

Oscar Rodriguez

Senior Vice President

cc: Jon O'Donnell, Division President, Heritage Links
Chris Harz, Sr. Vice President Irrigation, Heritage Links

MOBILIZATION & CONTRACTOR OVERHEAD:

This includes the movement of all equipment and personnel to the site and the set-up of the construction operation on the site per requirements as stipulated by owner. It also includes the golf contractors project overhead.

TOTAL MOBILIZATION & CONTRACTOR OVERHEAD \$ 904,939.00

EROSION CONTROL:

- A) Silt Fence (unit price) \$ 9.42 /L.F.
- B) Hay Bales (unit price) \$ 59.21/bale
- C) Straw Waddle (unit price) \$ 7.75/L.F.
- D) Construction Entrance \$ 7,621.00

ALLOWANCE **\$150,000**

DEMOLITION:

- A) Removal of old concrete cart path (Bury on site):
Remove 118,724 S.F. of old path @ = \$ 334,801.68
 - B) Tree & Brush clearing (as per plans & specifications):
Clearing 3.87 ac. @ \$8,061.00/ac. = \$ 31,196.07
 - C) Drainage Parts removal: 3,681 L.F. of pipe & 23 catch basins:
\$ 31,911.00
 - D) Turf Tilling (Golf Superintendent to spray with Glyphosate):
57.9 ac. Tilling old turf @ \$1,900.00/ac. = \$ 110,010.00
- TOTAL DEMOLITION** \$ 507,918.75

EARTHWORK:

Contractor will be responsible for staying within golf course boundaries as indicated on the plans throughout the construction process. This item includes proper procedures to control dust and airborne particles from leaving the construction site. Owner will supply water.

- A) Earthmoving of material: 115,130 yd³ @ \$ 9.85 /yd³ = \$ 1,134,030.50

B) Shaping: Shaping of all golf features and playing areas as outlined on the plans = \$ 228,100.00

TOTAL EARTHWORK \$ 1,362,130.50

DRAINAGE:

The following drainage items will be constructed in accordance with the Plans & Specifications.

PIPE:

A) 4-inch Solid CPP - 12,045 L.F. @ \$ 12.13/L.F. = \$ 146,105.85

DRAINAGE STRUCTURES:

A) 12 inch catch basins 90 @ \$ 1,745.00ea. = \$ 157,050.00

B) New Sumps (6 X 6 X 6) 5 @ \$ 4,308.00ea. = \$ 21,540.00

TOTAL DRAINAGE \$ 324,695.85

FEATURE CONSTRUCTION:

A) Greens:

- NEW GREENS (9) To be constructed per plans to USGA Recommended Specification (see detail).

54,633 S.F. @ \$ 13.95 /S.F. = \$ 762,130.35

- EXISTING GREENS (12) remove thatch layer (4 inches), install 4 inches of new mix and till

65,151 S.F. @ \$ 4.25 /S.F. = \$ 276,891.75

B) Tees: To be built out of native material (laser leveled)
137,968 SF @ \$.67/SF = \$ 92,438.56

C) bunkers: As per plans and specifications. Please note: all bunkers to be lined – 65% Capillary Concrete; 35% JM Evalith (See details).

83,139 S.F. @ \$ 16.60 /S.F. = \$ 1,380,107.40

TOTAL FEATURE CONSTRUCTION \$ 2,511,568.06

CART PATHS:

The cart paths will consist of 7-foot-wide cart path with aggregate finish (See Specifications).

A) Cart paths:

Golf Course 79,861 S.F. @ \$ 9.73 /S.F. = \$ 777,047.53

B) Curbing 3,000 L.F. @ \$ 16.24 /L.F. = \$ 48,720.00

C) FIRE ROAD (16 foot wide) 63,702 S.F. @ \$ 13.89 /S.F. = \$ 884,820.78

TOTAL CART PATH \$ 1,710,588.31

FINISHING:

The overall construction process is so disruptive that it becomes necessary to partially reshape everything. For instance, the final shapes of the critical areas like putting surfaces and tees must be recreated. The finishing, therefore, becomes the final touch to tie it all together. The finishing also prepares the ground for planting turf by producing a proper seedbed.

FINISHING (Lump Sum) \$ 490,967.00

GRASSING:

A) Greens:

Tifeagle sprigs - 119,784 @ \$ 1.04 /S.F. = \$ 124,575.36

B) Playing Areas:

38.43 acres of sprigged 419 Tifway grass @ \$ 8,625.00 /ac. = \$ 331,458.75

C) Sod:

160,000 S.F. of 419 Tifway Bermuda sod @ \$ 1.04 /S.F. = \$ 166,400.00

TOTAL GRASSING \$ 622,434.11

BONDING:

A) Bid Bond	\$ <u>N/A</u>
B) Performance Bond	\$ <u>82,711.00</u>
TOTAL BONDING	\$ <u>82,711.00</u>

BID SUMMARY:

MOBILIZATION & CONTRACTOR OVERHEAD	\$ <u>904,939.00</u>
EROSION CONTROL	\$ 150,000
DEMOLITION	\$ <u>507,918.75</u>
EARTHWORK	\$ <u>1,362,130.50</u>
DRAINAGE	\$ <u>324,695.85</u>
IRRIGATION	\$ <u>3,724,310.00</u>
FEATURE CONSTRUCTION	\$ <u>2,511,568.06</u>
CART PATHS	\$ <u>1,710,588.31</u>
FINISHING	\$ <u>490,967.00</u>
GRASSING	\$ <u>622,434.11</u>
BONDING	\$ <u>82,711.00</u>
TOTAL BID	\$ <u>12,392,262.40</u>

(In Words): Twelve Million, Three Hundred Ninety Two Thousand, Two Hundred Sixty Two Dollars and 40 Cents

By: Lexicon, Inc. dba Heritage Links
Company Name

Oscar Rodriguez / Sr. Vice President
Name/Title

Finish Crew

Foreman:

Roberto Tello

Years Experience:

20+ Years

Years with Company:

10 Years

Previous 3 Projects:

PLEASE SEE ATTACHED

2.3 BIDDER INFORMATION


Company Name: Lexicon, Inc. dba Heritage Links
Physical Address: 10105 Louetta Road, Suite 111
Houston, Texas 77070
Telephone: (281) 866-0909
Fax Number: (281) 866-0944

Bonding Company: Travelers Bond
Address: 10810 Executive Center Dr, Suite 400
Little Rock, Arkansas 72211
Telephone: (501) 223-6700
OWNER'S Name: Travelers Insurance

Liability Insurance: McGriff Insurance
Address: 2000 International Park Drive, Suite 600
Birmingham, Alabama 35243
Telephone: (205) 583-9891
OWNER'S Name: McGriff Insurance

Workman's Compensation
Insurance Company: McGriff Insurance
Address: 2000 International Park Drive, Suite 600
Birmingham, Alabama 35243
Telephone: (205) 583-9891
OWNER'S Name: McGriff Insurance

Federal Tax ID Number: 71-0569150

Signature: 

Print Name and Title: **Oscar Rodriguez - Sr. Vice President**

2.4 LIST OF PROPOSED SUB-CONTRACTORS

Company Name: Evergreen Turf, Inc
Contact: Jimmy Fox
Address: P.O. Box 2770
Chandler, Arizona 85244
Phone Number: (480) 456-1199
Fax Number: _____
Phase of Work: Grassing

Company Name: RP Ruiz Corporation
Contact: Rich Ruiz
Address: P.O. Box 1147
Somas, California 93066
Phone Number: (805) 732-9683
Fax Number: _____
Phase of Work: Cart Path and Fire Road

Company Name: _____
Contact: _____
Address: _____

Phone Number: _____
Fax Number: _____
Phase of Work: _____

Company Name: _____
Contact: _____
Address: _____

Phone Number: _____
Fax Number: _____
Phase of Work: _____

2.5 LIST OF PROPOSED SUPPLIERS

Name Eagle Golf and Landscape Products

Products Supplied: Drainage and JM Evalith Liner

Name Ewing Irrigation

Products Supplied:
Capillary Concrete Liner and Erosion Control

Name West Coast Sand and Gravel

Products Supplied: Greensmix, Bunker Sand, USGA Gravel, Road Base

Name _____

Products Supplied: _____

Name _____

Products Supplied: _____

2.6 MATERIALS SUBMITTALS

Name Advance Drainage Systems, Johns Manville,

Capillary Flow (Please see attached)

Products Supplied ADS N-12 Drainpipe and Fittings

JM Evalith 013/140 Bunker Liner

Capillary Concrete Bunker Liner

1. Invitation to Submit Bid Proposal

**PROJECT:
Indian Wells Resort- Player's Course Re-Design**

Your company is invited to submit a bid proposal pertaining to the installation of a golf course irrigation system for the above listed project.

The bid must be in accordance with the specifications, plans, and addenda received from Fairway Irrigation Design before the specified bid opening date. All bids shall be submitted on the enclosed proposal forms. Proposal forms must be submitted with all blank spaces and unit prices completed. Alteration, additions, conditions or other irregularities may be cause for rejection of the bid. Scanned forms can be submitted electronically via email.

Your bid proposal shall be received no later than:

All proposals must be submitted in a sealed envelope with the words, "Irrigation Bid Enclosed" in the lower left hand corner. The bids will be received only at the following location and should be addressed to:

By e-mail, mail or express service:

Send electronic copy of proposal to:

Mr. David Yoshimura
Fairway Irrigation Design
77-605 Delaware Place
Palm Desert, CA 92211-8807
Tel: (760) 861-0252
Email: David@FairwayDesign.com

Questions regarding the irrigation system design and specifications should be directed to Fairway Irrigation Design

2. Bid Proposal Form

Irrigation System

Bidder's Name: Lexicon, Inc. d/b/a Heritage Links

Address: 10105 Louetta Rd. Suite 111

Houston, TX. 77070

Telephone: (281) 866-0909 FAX: _____

State License No: 823300 Classification: A, C51, & B

The above-named Bidder, hereby referred to as the Contractor, declares that the only person(s) interested in this proposal are those named herein; that the proposal is in all respects fair and without fraud; and that it is made without any connection or collusion with any other person making a proposal on this project.

The Contractor declares that he/she has carefully examined the plans, specifications, and addenda relating to the proposed project. Further, the Contractor has inspected the proposed work area and has satisfied his/herself as to the conditions that exist at the site and the type of equipment that will be required to complete the project.

The Contractor hereby agrees to furnish all labor, material, tools, transportation, taxes and equipment required to install the automatic golf course irrigation system for the project as set forth in the plans, specifications, and addenda (if any).

The Contractor acknowledges the receipt of 1 addenda and verifies that the bid price below reflects any changes called for in said addendum. (Attach copies)

Bidder's Name: Lexison, Inc. dba Heritage Links

Provisional Contingency Quantity and Unit Pricing

Field modifications may require additions or deletions to the proposed work. The unit items shall be used to determine the amount of additional compensation to the Contractor and/or the credit amount to be reimbursed to the Owner. The prices below must reflect all materials, taxes, supervision, labor, equipment charges and any other expenses associated with the installation of each item. Materials included in the unit price and provisional contingency quantities must be the same as materials called out on the design drawing and shall meet all requirements of the specification document.

**Rain Bird Golf Remodel
Contingency Unit Price**

Include all materials, labor and equipment (sprinklers, connectors, swing joints, pipe, glue, fittings, wire, etc.) for complete installation of each item. Price all items listed even if the item may not appear on the plans.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1. Rain Bird 700-IC-36-70	10	\$ 915.00 ea.	\$ 9,150.00
2. Rain Bird 751-IC-36-70	15	\$ 950.00 ea.	\$ 14,250.00
3. Rain Bird Eagle 751-IC-22-70	10	\$ 950.00 ea.	\$ 9,500.00
4. Rain Bird 351B	10	\$ 200.00 ea.	\$ 2,000.00
5. Rain Bird 1804 SAM-PRS	10	\$ 100.00 ea.	\$ 1,000.00
6. #5 Quick Coupling Valve	2	\$ 235.00 ea.	\$ 470.00
7. Lateral Sub-main Isolation valve	5	\$ 1,050.00 ea.	\$ 5,250.00
8. 1" Brass Electric Control Valve- RB	5	\$ 1,000.00 ea.	\$ 5,000.00
9. 1 1/2" Brass Elec. Control Valve- RB	2	\$ 1,250.00 ea.	\$ 2,500.00
10. 1 1/2" Wilkins Pressure Regulator	1	\$ 1,325.00 ea.	\$ 1,325.00
11. Air Release Valve	1	\$ 1,800.00 ea.	\$ 1,800.00
12. Mainline RW Gate Valve – 12"	1	\$ 8,250.00 ea.	\$ 8,250.00
13. Mainline RW Gate Valve – 10"	1	\$ 6,600.00 ea.	\$ 6,600.00
14. Mainline RW Gate Valve – 8"	1	\$ 4,400.00 ea.	\$ 4,400.00
15. Mainline RW Gate Valve – 6"	1	\$ 2,950.00 ea.	\$ 2,950.00
16. Satellite Pedestal Replacement	1	\$ 8,250.00 ea.	\$ 8,250.00
		Total Contingency	\$ 82,695.00

Bid Summation

The Bid price for the proposed irrigation system work shall be:

Contingency \$ 82,695.00

Note: Golf course personnel have identified valves on the golf course which need replacement. These valves are on the existing parts of the golf course with valves not already identified on the design plans. Contractor shall supply a lump sum value for the replacement of identified valves by the golf course personnel.

Allocation for Replacement of Sub-Isolation Valves \$ 42,335.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. See Addendum Sheet IA-1.

Allocation for Replacement of Mainline Gate Valves \$ 39,255.00

Total for identified number of valves in the existing golf course. Include all parts and labor involved in removing and replacing an existing valve. Other items that may be damaged in the replacement such as pipe, nipples, wiring, etc. Any required new thrust blocks as defined in this document for a new valve. See Addendum Sheet IA-1.

Total – Rain Bird Irrigation System \$ 3,724,310.00

* Total of Rain Bird irrigation system includes the allocation for replacement of sub-isolation valves, mainline gate valves, and contingency.

Name of Firm: Lexicon, Inc. d/b/a Heritage Links

Address: 10105 Louetta Rd. Suite 111

City/State/Zip Houston, TX. 77070

Signature: 

Title: Sr. Vice President - Irrigation

Print Name: Chris Harz

Date: September 27, 2024

ADD- Project Bonding Cost (If required and purchased by **Owner**)

Name of Bonding Company: _____

Cost of Bonding: \$ _____

Indian Wells Resort

Indian Wells, CA

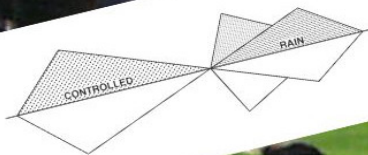
Addendum #1

Fairway Irrigation Design

July 8, 2024

City of Indian Wells

David@FairwayDesign.com
Mobile: 760-861-0252
77605 Delaware Place
Palm Desert, CA
92211



June 30, 2024

Page 1 of 2

Directions: The following information and attached pages are to be considered part of the contract documents for the project. Indicate how many addendums were received on the Bid Proposal form where requested. You will be required to sign an attach this addendum to you Bid Proposal forms before submitting bid.

Statement: "I acknowledge the receipt of the addendum which is _____ pages in length. I understand the contents and have incorporated the items below and they are incorporated into the total bid price submitted.

Signature:  Date: 9/27/2024

Print Name: Chris Harz Title: Sr. Vice President - Irrigation

1. An updated plan set has been issued with additional information on Sheets 5 & 6.

The file for use in this bid proposal is a PDF file named,

"V2- 2024 IWR-Players Course Redesign SH1-10

2. An updated Specification book with the file name,

"V2-2024 IWR Redesign Golf Specifications"

3. A new sheet IA-1 with identified mainline gate valves and lateral isolation valves in the existing irrigation that require replacement as part of this scope of work.

The file is named "IWP-Addendum 1 Valve Replacements"

These files are located at the link below:

[https://www.dropbox.com/scl/fo/n7lca29theuoxi65epclf/](https://www.dropbox.com/scl/fo/n7lca29theuoxi65epclf/AIOUY12bVFJ7dsHNwGaF2Tc?rlkey=7fnobvvtmdri0ar69qo638cvi&dl=0)

[AIOUY12bVFJ7dsHNwGaF2Tc?rlkey=7fnobvvtmdri0ar69qo638cvi&dl=0](https://www.dropbox.com/scl/fo/n7lca29theuoxi65epclf/AIOUY12bVFJ7dsHNwGaF2Tc?rlkey=7fnobvvtmdri0ar69qo638cvi&dl=0)



**Pre-Qualification Bid
QUESTIONNAIRE
For**

**Indian Wells Golf Resort
Players Course Renovation**

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any question 1 through 5 is "no". Disqualification for such an answer may not be appealed.

1. Do you possess a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
 Yes No
2. Do you have a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Do you have a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No
4. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that your current bonding capacity is sufficient for the project for which you seek pre-qualification. The statement must be from the surety not an agent or broker.
 Yes No
5. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.
 Yes No

Contractor will be immediately disqualified if the answer to any question 6 through 9 is "yes". If the answer to question 7 is "yes", and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period. A contractor disqualified solely because of a "yes" answer to 6 OR 8 may appeal the disqualification and provide an explanation for the relevant circumstances during the appeal process.

6. Has your contractor's license been revoked at any time in the last five years?
 Yes No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to Labor Code section 1777.1 or section 1777.7?
 Yes No

Corporations

C. ~~For Firms That Are Sole Proprietorships:~~

18. Date of commencement of business: 1969
19. Tax ID number or Social security number of company owner: 71-0569150

D. For Firms That Intend to Make a Bid as Part of a Joint Venture:

20. Date of commencement of joint venture: _____
21. Tax ID number: _____
22. Attach a list for each member of the joint venture that includes all relevant information, as requested above, for the type of entity.

Part III. HISTORY OF BUSINESS

23. State your firm's gross revenues for each of the last three years:

2021: +100M 2022: +100M 2023 +100M

24. How many years has your organization been in business in California as a contractor under your present business name and license number?
Years in Business: 22 years

25. Is your firm currently the debtor in a bankruptcy case?

Yes No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, and the date on which the petition was initially filed.

26. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in the answer above)

Yes No

If "yes," attach a statement that includes the case number, court (name and location), chapter under which you filed, the date on which the petition was initially filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

27. Attach on a separate sheet of paper a list of all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm.

Class A, C51, & B - expire date 9/30/2024

48. What is your firm's OSHA Incidence Rate? [formula for calculating the incidence rate is as follows: (total recordable injuries X 200,000) / (total number of man-hours)]

2019: 0.59
2020: 0.68
2021: 0.57
2022: 0.52
2023: 0.54

49. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

50. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

51. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

59. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings and attach copies of the Department's final decision(s).

PART V. RECENT CONSTRUCTION PROJECTS COMPLETED

60. Contractor shall provide information about its six most recently completed golf course projects and its three largest completed golf course projects within the last 5 years. Names and references must be current and verifiable. Contractors will be scored ONLY on their best five past jobs. **Use separate sheets of paper that contain all of the following information:**

Project Name: See attached

Location:

Owner:

Owner Contact (name and current phone number):

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders):

Original Scheduled Completion Date:

Time Extensions Granted (number of days):

Actual Date of Completion:

61. Proposed Project Manager for current project

Name: Sergio Cadengo

Years Employed by your firm: 9 Years

Present title: Project Manager

Years in present position: 20+ Years

62. Was your current project manager employed by your firm as project manager for at least two jobs listed in question sixty?

Yes No

If "yes", attach a sheet indicating which jobs.

If "no" attach a sheet including all of the information listed in question sixty, showing that your project manager completed at least two projects of similar magnitude and complexity in the last five years.

63. Will your project manager or a person as or more qualified be at the job at all times?

Yes No

64. Proposed Project Superintendent

Name: Pascual Torres

Years Employed by your firm: 10 Years

Present title: Construction Superintendent

Years in present position: 37 Years

65. Was your project superintendent employed by your firm as project superintendent for at least two jobs listed in question sixty?

Yes No

If "yes", attach a sheet indicating which jobs.

If "no" attach a sheet including all of the information listed in question sixty, showing that your project superintendent completed at least two projects of similar magnitude and complexity in the last five years.

66. Will your project superintendent or a person as or more qualified be at the job at all times?

Yes No

Project Name: Golf Club of DBI

Location: Kingston Springs, TN 37082

Owner: Golf Club of DBI, LLC

Owner Contact (name and current phone number): Jeff Huber - (615) 952-2020

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design - (610) 651-2977

Construction Manager (name and current phone number): Blake Smith - (281) 814-5439

Description of Project, Scope of Work Performed: 18-hole new golf course construction

Total Value of Construction (including change orders): \$19.8M

Original Scheduled Completion Date: 1/16/23

Time Extensions Granted (number of days): 198 days – work scope added

Actual Date of Completion: 8/1/23

Project Name: Panther National

Location: Palm Beach Gardens, FL

Owner: Panther National Golf Club, LLC

Owner Contact (name and current phone number): Steve Ehrbar - (561) 225-1763

Architect or Engineer Contact (name and current phone number): Nicklaus Design - (561) 227-0300

Construction Manager (name and current phone number): Jorge Huerta - (832) 459-8654

Description of Project, Scope of Work Performed: 18-hole new golf course construction

Total Value of Construction (including change orders): \$13.4M

Original Scheduled Completion Date: 5/31/23

Time Extensions Granted (number of days): 122 days – work scope added

Actual Date of Completion: 9/30/23

Project Name: Colonial Country Club

Location: Fort Worth, TX

Owner: Colonial Country Club

Owner Contact (name and current phone number): Rich McIntosh - (330) 241-9858

Architect or Engineer Contact (name and current phone number): Michael Kuhn & Associates, Inc. - (248) 885-8533

Construction Manager (name and current phone number): Chris Harz - (303) 944-1990

Description of Project, Scope of Work Performed: 18-hole golf course irrigation renovation

Total Value of Construction (including change orders): \$4.3M

Original Scheduled Completion Date: 11/22/2023

Time Extensions Granted (number of days): 0 days

Actual Date of Completion: 11/22/2023

Project Name: PGA Frisco East Course

Location: Frisco, TX

Owner: City of Frisco

Owner Contact (name and current phone number): Roger Meir - (502) 322-5012

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design - (610) 651-2977

Construction Manager (name and current phone number): Blake Smith - (281) 814-5439

Description of Project, Scope of Work Performed: 18-hole new golf course construction, new par 3 and putting courses; East & West Course new irrigation

Total Value of Construction (including change orders): \$31.3M

Original Scheduled Completion Date: 10/14/2020

Time Extensions Granted (number of days): 373 days – work scope added

Actual Date of Completion: 10/22/2021

Project Name: Southern Hills Country Club

Location: Tulsa, OK

Owner: Southern Hills Country Club

Owner Contact (name and current phone number): Russ Myers - (310) 405-5387

Architect or Engineer Contact (name and current phone number): Hanse Golf Course Design - (610) 651-2977

Construction Manager (name and current phone number): Doug Wright - (832) 712-5914

Description of Project, Scope of Work Performed: 18-hole golf course renovation

Total Value of Construction (including change orders): \$3.9M

Original Scheduled Completion Date: 12/22/2018

Time Extensions Granted (number of days): 0 days

Actual Date of Completion: 12/22/2018

Project Name: Gus Wortham Golf Course

Location: Houston, TX

Owner: Houston Golf Association / City of Houston

Owner Contact (name and current phone number): Steve Timms - (281) 454-7000

Architect or Engineer Contact (name and current phone number): Finger Dye Spann, Inc. - (713) 806-5729

Construction Manager (name and current phone number): Mike Webb - (281) 386-9069

Description of Project, Scope of Work Performed: 18-hole golf course renovation

Total Value of Construction (including change orders): \$6.5M

Original Scheduled Completion Date: 10/9/2017

Time Extensions Granted (number of days): 60 days – work scope added

Actual Date of Completion: 12/9/2017



Travelers Bond
10810 Executive Center Dr, Suite 400
(501) 223-6700 (ph)
(501) 492-5222 (fax)
www.travelers.com

September 23, 2024

Troon Golf
Attn: Ron Despain
15044 N. Scottsdale Road, Ste 300
Scottsdale, AZ 85254

Re: Contractor: Heritage Links, a division of Lexicon, Inc.
Project: Indian Wells Golf Resort Players Course Renovation

It has been the privilege of Travelers Casualty and Surety Company of America (“Travelers”)¹ to provide surety bonds for Prospect Steel Company, a division of Lexicon, Inc. since 1997. During that time, they have supported bids and/or performance and payment bonds on single projects in the \$350,000,000 range with an aggregate work program in excess of \$500,000,000. It is our opinion that Heritage Links, a division of Lexicon, Inc. has demonstrated the necessary management abilities and organizational skills to support projects consistent with your building needs.

Please note that the decision to issue performance and payment bonds is a matter between Prospect Steel Company, a division of Lexicon, Inc. and Travelers, and will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason Travelers does not execute said bonds.

We appreciate having the opportunity to share with you our experience with this fine company and urge you to give them every consideration in the awarding of a contract.

Sincerely,



William M. Smith, Attorney-in-Fact
Travelers Casualty and Surety Company of America

¹ Travelers is an A++ (Superior) A.M. Best rated insurance company (Financial Size Category XV (\$2 billion or greater) Department of the Treasury's Listing of Certified Companies – Underwriting Limitation b: \$231,823,000.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ Alabama }
County of St. Clair }

On September 23, 2024 before me, Emily Marie Ash, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William M. Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

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.

Emily Marie Ash

Signature _____

Signature of Notary Public
My Commission Expires: January 24, 2026

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: Travelers Casualty and Surety Company of America

Signer is Representing: _____





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM M SMITH** of **BIRMINGHAM**, **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

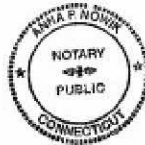
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **23rd** day of **September**, **2024**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

LEXICON, INC. AND SUBSIDIARIES

December 31, 2023 and 2022

Consolidated Financial Statement

With

Independent Auditor's Report





Independent Auditor's Report

Stockholder
Lexicon, Inc. and Subsidiaries
Little Rock, Arkansas

Opinion

We have audited the consolidated balance sheet of Lexicon, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the related notes ("consolidated financial statement").

In our opinion, the accompanying consolidated financial statement presents fairly, in all material respects, the financial position of Lexicon, Inc. and Subsidiaries as of December 31, 2023 and 2022, in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audits of the Consolidated Financial Statement section of our report. We are required to be independent of Lexicon, Inc. and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statement

Management is responsible for the preparation and fair presentation of the consolidated financial statement in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Lexicon, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date the consolidated financial statement is issued.

Auditor's Responsibilities for the Audits of the Consolidated Financial Statement

Our objectives are to obtain reasonable assurance about whether the consolidated financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statement.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statement.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Lexicon, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Lexicon, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Frost, PLLC

Certified Public Accountants

Little Rock, Arkansas
March 29, 2024

Consolidated Balance Sheet

December 31, 2023 and 2022

<u>Assets</u>	<u>2023</u>	<u>2022</u>
Current assets		
Cash and cash equivalents	\$ 42,524,053	\$ 40,488,593
Contracts receivable, net	194,162,422	164,464,308
Contract assets	35,422,550	45,200,362
Inventories	9,528,505	11,455,755
Other current assets	<u>80,849</u>	<u>90,757</u>
Total current assets	<u>281,718,379</u>	<u>261,699,775</u>
Property, plant, and equipment		
Land	3,164,049	3,164,049
Buildings	27,122,242	27,368,724
Leasehold improvements	277,815	277,815
Construction equipment	92,547,767	89,052,219
Transportation equipment	7,284,004	6,833,531
Furniture and fixtures	329,639	422,856
Construction in progress	<u>2,500,120</u>	<u>-</u>
	133,225,636	127,119,194
Accumulated depreciation	<u>(80,446,240)</u>	<u>(75,024,099)</u>
Net property, plant, and equipment	<u>52,779,396</u>	<u>52,095,095</u>
Other assets		
Operating lease right-of-use assets, net	929,490	1,810,120
Deferred compensation trust assets	1,230,000	1,230,000
Other	<u>904,347</u>	<u>464,787</u>
Total other assets	<u>3,063,837</u>	<u>3,504,907</u>
Total assets	<u>\$ 337,561,612</u>	<u>\$ 317,299,777</u>

The accompanying notes are an integral part of this consolidated financial statement.

Consolidated Balance Sheet (cont.)

December 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
<u>Liabilities and Stockholder's Equity</u>		
Current liabilities		
Accounts payable	\$ 25,461,239	\$ 15,573,650
Accrued expenses and other current liabilities	46,150,147	35,216,018
Payable to affiliate	-	2,000,000
Contract liabilities	69,208,441	28,759,589
Current portion of operating lease liabilities	752,414	889,400
Current maturities of long-term debt	<u>1,173,525</u>	<u>1,794,301</u>
Total current liabilities	<u>142,745,766</u>	<u>84,232,958</u>
Long-term liabilities		
Operating lease liabilities, less current portion	177,076	939,160
Long-term debt, less current maturities	2,249,354	3,425,554
Deferred compensation plan obligations	<u>2,758,809</u>	<u>1,819,046</u>
Total long-term liabilities	<u>5,185,239</u>	<u>6,183,760</u>
Total liabilities	<u>147,931,005</u>	<u>90,416,718</u>
Stockholder's equity		
Common stock, no par value; authorized, 1,000 shares; issued and outstanding, 100 shares	100	100
Additional paid-in capital	1,003,952	1,003,952
Retained earnings	<u>188,626,555</u>	<u>225,879,007</u>
Total stockholder's equity	<u>189,630,607</u>	<u>226,883,059</u>
Total liabilities and stockholder's equity	<u>\$ 337,561,612</u>	<u>\$ 317,299,777</u>

The accompanying notes are an integral part of this consolidated financial statement.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies

- a. **Principles of consolidation** – The accompanying consolidated financial statement includes the accounts of Lexicon, Inc., its divisions (Lexicon Industrial Contractors, Lexicon Energy Services, Heritage Links, Universal Limited, Inc., Prospect Steel, Custom Metals, and Steel Fabricators of Monroe) and its wholly-owned subsidiaries, Heritage Links International, LLC and Lexicon International, Inc (collectively, the “Company”). All significant interdivision and intercompany accounts and transactions have been eliminated.
- b. **Nature of operations** – The Company operates as a commercial construction company providing a wide range of services including fabrication of structural steel, erection of industrial facilities and the construction of golf courses. Projects are performed under fixed-price, modified fixed-price, time-and-materials, and cost-plus-fee contracts. The lengths of contracts vary but are typically less than one year. In accordance with normal practice in the construction industry, the Company includes asset and liability accounts relating to construction contracts in current assets and liabilities even when such amounts may be realizable or payable over a period in excess of one year.
- c. **Estimates** – The preparation of the consolidated financial statement in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statement. Actual results could differ from those estimates.
- d. **Revenue recognition** – The Company recognizes construction contract revenue over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Construction contracts are generally accounted for as a single unit of account (a single performance obligation) and are not segmented between types of services (construction management, fabrication, erection, mechanical installation, and plant maintenance.). The Company recognizes revenue using the percentage-of-completion method based primarily on contract cost incurred to date compared to total estimated contract cost. The percentage-of-completion method (an input method) is the most faithful depiction of the Company’s performance because it directly measures the value of the services transferred to the customer. Subcontractor materials, labor, and equipment are included in revenue and cost of revenue when the Company is acting as a principal rather than as an agent (i.e., the Company integrates the materials, labor, and equipment into the deliverables promised to the customer). The Company recognizes revenue, but not profit, on certain uninstalled materials that are not specifically produced, fabricated, or constructed for a project. Revenue on these uninstalled materials is recognized when the cost is incurred (when control is transferred). Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the client. Project mobilization costs are generally expensed as incurred.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies (cont.)

For service contracts (including maintenance contracts) in which the Company has the right to consideration from the customer in an amount that corresponds directly with the value to the customer of the Company's performance completed to date, revenue is recognized when services are performed and contractually billable. Service contracts that include multiple performance obligations are segmented between types of services. For contracts with multiple performance obligations, the Company allocates the transaction price to each performance obligation using an estimate of the stand-alone selling price of each distinct service in the contract.

The Company's contracts could contain several types of variable consideration, including claims and unpriced change orders, award and incentive fees, and liquidated damages and penalties. The Company recognizes revenue for variable consideration when it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. Factors considered in determining whether revenue associated with claims (including change orders in dispute and unapproved change orders in regard to both scope and price) should be recognized include the following: (a) the contract or other evidence provides a legal basis for the claim, (b) additional costs were caused by circumstances that were unforeseen at the contract date and not the result of deficiencies in the Company's performance, (c) claim-related costs are identifiable and considered reasonable in view of the work performed, and (d) evidence supporting the claim is objective and verifiable. If the requirements for recognizing revenue for claims or unapproved change orders are met, revenue is recorded only when the costs associated with the claims or unapproved change orders have been incurred.

The Company's timing of revenue recognition may not be consistent with its rights to bill and collect cash from its clients. Those rights are generally dependent upon advance billing terms, milestone billings based on the completion of certain phases of work or when services are performed. The Company's contracts receivable represent amounts billed to clients that have yet to be collected and represent an unconditional right to cash from its clients. Contract assets represent the amount of contract revenue recognized but not yet billed pursuant to contract terms or accounts billed after the consolidated balance sheet date. Contract liabilities represent billings as of the consolidated balance sheet date, as allowed under the terms of a contract, but not yet recognized as contract revenue pursuant to the Company's revenue recognition policy. Substantially all contract assets as of December 31, 2023 and 2022 are expected to be billed and collected within 12 months.

Recognition of revenue and profit is dependent upon a number of factors, including the accuracy of a variety of estimates made at the consolidated balance sheet date, such as construction progress, material quantities, the achievement of milestones, penalty provisions, labor productivity, and cost estimates. Management continuously monitors factors that may affect the quality of their estimates.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies (cont.)

- e. **Cash and cash equivalents** – The Company considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.
- f. **Contracts receivable** – The Company extends credit to its customers in the ordinary course of business. Contracts receivable, including retainage, are reported net of an allowance for credit losses. This allowance is based on management’s estimate of the amount of receivables that will ultimately be collected. Accounts are written off as they are deemed uncollectible based upon a periodic review of accounts. Accounts are classified as delinquent based on contractual terms.
- g. **Inventories** – Inventories, consisting primarily of steel, are stated at the lower of cost (first-in, first-out) or net realizable value.
- h. **Property, plant, and equipment** – Property, plant, and equipment are stated at cost less accumulated depreciation. Depreciation is calculated primarily by the straight-line method based upon the estimated useful lives of the related assets. Costs of maintenance and repairs that do not improve or extend asset lives are expensed as incurred.

The estimated useful lives are as follows:

<u>Asset Category</u>	<u>Depreciable Life</u>
Buildings	30 - 40 years
Leasehold improvements	5 - 10 years
Construction equipment	2 - 10 years
Transportation equipment	3 - 20 years
Furniture and fixtures	2 - 9 years

- i. **Leases** – The Company determines if an arrangement is a lease at inception of the arrangement and classifies it as an operating lease or finance lease, recognizing a right-of-use asset on its consolidated balance sheet. A lease liability is recorded to represent the obligation to make lease payments over the term of the lease. Operating leases are comprised primarily of leases of buildings used for office space and steel fabrication. The Company records right-of-use assets and lease liabilities based on the present value of future minimum lease payments. When the rate implicit in the lease is not readily determinable, the Company’s incremental borrowing rate is used to calculate the present value of future lease payments. These assets and liabilities are included on the Company’s accompanying consolidated balance sheet as operating lease right-of-use assets, net, current portion of operating lease liabilities, and operating lease liabilities, less current portion. Lease expense for operating leases is recognized on a straight-line basis over the lease term. The Company has elected not to recognize right-of-use assets and lease liabilities for leases with an initial term of 12 months or less.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

1. Summary of Significant Accounting Policies (cont.)

- j. **Impairment of long-lived assets** – The Company reviews the carrying value of long-lived assets for impairment whenever triggering events or changes in circumstances indicate that the carrying amounts of any asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the excess of the carrying amount over the fair value of the assets. No triggering events were identified by management at December 31, 2023 or 2022.
- k. **Income taxes** – Lexicon, Inc. has elected to be taxed under Subchapter S of the Internal Revenue Code. Heritage Links International, LLC is a single member limited liability company that is wholly-owned by Lexicon, Inc. and considered a disregarded entity for income tax purposes. Accordingly, the taxable income of the Company passes through to the individual stockholder and members for income tax reporting purposes with no tax liability accruing to the Company.

The Company's policy, with respect to evaluating uncertain tax positions, is based upon whether management believes an uncertain tax position is more likely than not to be sustained upon review by the taxing authorities, then the Company shall initially and subsequently measure the uncertain tax positions as the largest amount of tax benefit that is greater than 50% likely of being realized upon settlement with a taxing authority that has full knowledge of all relevant information. The tax positions must meet the more-likely-than-not recognition threshold with consideration given to the amounts and probabilities of the outcomes that could be realized upon settlement using the facts, circumstances, and information at the reporting date. The Company will reflect only the portion of the tax benefit that will be sustained upon resolution of the position and applicable interest on the portion of the tax benefit not recognized. Based upon management's assessment, there are no uncertain tax positions expected to have a material impact on the Company's consolidated financial statement.

The Company is no longer subject to U.S. federal and state tax examinations by tax authorities for years before 2020. The Company's federal and state tax returns are not currently under examination. The Company recognizes interest and penalties related to unrecognized tax benefits in income tax expense. The Company did not recognize or have any interest or penalties accrued at December 31, 2023 or 2022.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

2. Contracts Receivable, Net

Contracts receivable, net consist of the following:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contract billings	\$ 147,913,495	\$ 131,877,884	\$ 117,226,014
Retainage	<u>49,205,714</u>	<u>35,088,926</u>	<u>45,980,381</u>
	197,119,209	166,966,810	163,206,395
Allowance for credit losses	<u>(2,956,787)</u>	<u>(2,502,502)</u>	<u>(2,448,096)</u>
Contracts receivable, net	<u>\$ 194,162,422</u>	<u>\$ 164,464,308</u>	<u>\$ 160,758,299</u>

The Company follows the practice of filing statutory liens on all construction projects where collection problems are anticipated. These liens serve as collateral for contracts receivable subject to the laws of the state where the project is located.

Contract retentions represent amounts invoiced to clients where payments have been withheld from progress payments until the contracted work has been completed and approved by the client. These retention agreements vary from project to project and could be outstanding in excess of a year.

3. Costs, Billings, and Estimated Earnings on Uncompleted Contracts

The status of jobs in progress is as follows:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Costs incurred on uncompleted contracts	\$ 1,416,513,757	\$ 1,142,408,776	\$ 1,172,444,229
Estimated earnings	<u>314,433,481</u>	<u>190,437,472</u>	<u>209,521,299</u>
	1,730,947,238	1,332,846,248	1,381,965,528
Billings to date	<u>(1,764,733,129)</u>	<u>(1,316,405,475)</u>	<u>(1,354,306,133)</u>
	<u>\$ (33,785,891)</u>	<u>\$ 16,440,773</u>	<u>\$ 27,659,395</u>

These balances are included on the accompanying consolidated balance sheet under the following captions.

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Contract assets	\$ 35,422,550	\$ 45,200,362	\$ 45,769,663
Contract liabilities	<u>(69,208,441)</u>	<u>(28,759,589)</u>	<u>(18,110,268)</u>
	<u>\$ (33,785,891)</u>	<u>\$ 16,440,773</u>	<u>\$ 27,659,395</u>

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

4. Long-Term Debt

Long-term debt consists of the following:

	<u>2023</u>	<u>2022</u>
Note payable to a financial institution; monthly payments of \$62,942, including interest at 2.53%, through November 2026; secured by equipment.	\$ 2,122,976	\$ 2,816,740
Note payable to a financial institution; monthly payments of \$40,616, including interest at 2.15%, through October 2026; secured by equipment.	1,299,903	1,754,988
Note payable to an equipment supplier; quarterly principal payments of \$107,163, including interest at 5.59%. Note paid in full during 2023.	-	428,652
Note payable to individuals; monthly payments of \$22,454, including interest at 5.00%. Note paid in full during 2023.	-	219,475
	<u>3,422,879</u>	<u>5,219,855</u>
Less current maturities	<u>1,173,525</u>	<u>1,794,301</u>
Long-term debt, less current maturities	<u>\$ 2,249,354</u>	<u>\$ 3,425,554</u>

Annual aggregate maturities of long-term debt are as follows:

2024	\$ 1,173,525
2025	1,201,983
2026	<u>1,047,371</u>
	<u>\$ 3,422,879</u>

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

5. Leases

Future annual payments under operating lease obligations are as follows:

	Operating Lease <u>Liabilities</u>	Imputed Interest	Operating Lease <u>Payments</u>
2024	\$ 752,414	\$ 12,384	\$ 764,798
2025	65,504	3,350	68,854
2026	67,634	1,969	69,603
2027	13,705	1,038	14,743
2028	9,871	629	10,500
Thereafter	<u>20,362</u>	<u>637</u>	<u>20,999</u>
	<u>\$ 929,490</u>	<u>\$ 20,007</u>	<u>\$ 949,497</u>

6. Acquisition

The Company acquired the assets, liabilities, and business operations of Universal Limited, Inc. The following table summarizes the consideration paid and the allocations recorded for the assets acquired and liabilities assumed as of the closing date of July 3, 2022:

Assets	
Contracts receivable, net	\$ 3,163,418
Contract assets	473,692
Inventories	34,474
Other current assets	20,364
Property and equipment	1,773,855
Other assets	<u>201,500</u>
Total assets	<u>5,667,303</u>
Liabilities	
Accounts payable	(52,296)
Other current liabilities	(4,903)
Contract liabilities	<u>(1,272,124)</u>
Total liabilities	<u>(1,329,323)</u>
Purchase price paid in cash	<u>\$ 4,337,980</u>

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

7. Commitments and Contingencies

- a. The Company is involved in various claims and litigation incidental to its construction business. Although the outcome of the matters cannot be determined with certainty, management continually evaluates its position and records an estimated liability for claims and litigation related costs when reasonable estimates can be made. Estimated liabilities of \$10,174,000 and \$8,763,000 are included in accrued expenses and other current liabilities on the accompanying consolidated balance sheet as of December 31, 2023 and 2022, respectively. Adjustments to those liabilities may be required due to changes in the Company's assumptions, the effectiveness of legal strategies or other factors beyond the Company's control. Future results of operations may be materially affected by the creation of or changes to such liabilities.
- b. The Company has a 401(k) retirement plan covering all employees meeting certain eligibility requirements.
- c. The Company adopted a nonqualified deferred compensation plan for certain members of management. Contributions may be made annually at the discretion of the Company. Participants may not make deferrals. Participants become fully vested in their accrued benefit after five years of service. Distributions will be made upon the earliest of the participant's death, disability, separation from service or the date each class year becomes 100% vested. Deferred compensation trust assets represent investments to be used to fund nonqualified deferred compensation obligations. These investments consist of equity securities, bond funds, exchange traded funds, and other marketable securities, which are recorded at fair value based on quoted market prices. The following activity occurred in the nonqualified deferred compensation plan:

	<u>2023</u>	<u>2022</u>
Beginning balance - deferred compensation plan obligations	\$ 589,046	\$ 515,000
Compensation expense	<u>2,169,763</u>	<u>1,304,046</u>
Total deferred compensation plan obligations	2,758,809	1,819,046
Deferred compensation trust assets	<u>1,230,000</u>	<u>1,230,000</u>
Net deferred compensation plan obligations	<u>\$ 1,528,809</u>	<u>\$ 589,046</u>

- d. At December 31, 2023, standby letters of credit of \$263,500 have been issued under agreements that expire in April 2024. The standby letters of credit are being maintained as security for coverage on the Company's workers' compensation deductible for insurance policies prior to June 1, 2012.
- e. The parent company maintains a secured revolving credit facility that allows for borrowings up to \$200,000,000 for the years ended December 31, 2023 and 2022, based on meeting certain financial covenants. Additional advances available under the revolving credit facility were approximately \$200,000,000 and \$120,000,000 at December 31, 2023 and 2022, respectively. The Company is included in the loan agreement as a guarantor and has executed an unconditional guaranty of payment. Outstanding borrowings on the revolving credit facility were \$0 and \$80,000,000 at December 31, 2023 and 2022, respectively.

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

7. Commitments and Contingencies (cont.)

- f. The Company has entered into guarantee arrangements on contracts in the ordinary course of business. The guarantee period is generally one year. Management believes the work, as performed, will not require costs in excess of amounts accrued.

8. Fair Value

Fair value measurements and related disclosures are based on a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into the following three broad levels.

- **Level I** – Inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.
- **Level II** – Inputs (other than quoted prices included in Level I) that are either directly or indirectly observable for the asset or liability through correlation with market data at the measurement date and for the duration of the instrument’s anticipated life.
- **Level III** – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the asset or liability at the measurement date. Consideration is given to the risk inherent in the valuation technique and the risk inherent in the inputs to the model.

The following table sets forth the Company’s financial assets that are accounted for at fair value on a recurring basis:

	<u>Level I</u>	<u>Total</u>
<u>December 31, 2023</u>		
Assets		
Deferred compensation trust assets	<u>\$ 1,230,000</u>	<u>\$ 1,230,000</u>
<u>December 31, 2022</u>		
Assets		
Deferred compensation trust assets	<u>\$ 1,230,000</u>	<u>\$ 1,230,000</u>

Notes to Consolidated Financial Statement

December 31, 2023 and 2022

9. Major Customers

The Company had contract revenue from various major customers for the years ended December 31, 2023 and 2022. Because each project is awarded independently from other projects, management does not believe any issues that may arise with the completion of a contractual arrangement with any major customer will have a material adverse effect on the Company. Major customers are as follows:

	2023		2022	
	Percentage of Consolidated Contract Revenue	Percentage of Consolidated Contracts Receivable, Net	Percentage of Consolidated Contract Revenue	Percentage of Consolidated Contracts Receivable, Net
Customer A	19%	34%	0%	0%
Customer B	17%	12%	0%	0%
Customer C	15%	9%	5%	14%
Customer D	9%	8%	20%	21%
Customer E	0%	0%	18%	5%
Customer F	0%	0%	15%	6%

10. Concentrations of Credit Risk

Financial instruments which potentially subject the Company to concentrations of credit risk consist primarily of contracts receivable with a variety of customers, cash investments, and other short-term investments deposited with financial institutions. The Company generally does not require collateral from its customers other than the statutory liens. Such credit risk is considered by management to be limited due to the financial resources of the Company's customer base.

At December 31, 2023 and 2022 and at various times throughout these years, the Company maintained cash balances with a financial institution in excess of the federal deposit insurance limit. Management believes that the risk associated with these uninsured deposits is mitigated by the financial strength of the financial institutions with which the deposits are maintained.

11. Subsequent Events Evaluation Date

The Company evaluated the events and transactions subsequent to its December 31, 2023 consolidated balance sheet date and determined there were no significant events to report through March 29, 2024, which is the date the Company issued its consolidated financial statement.



INDIAN WELLS RESORT PLAYERS COURSE

PROPOSAL CLARIFICATIONS

- a. Forthcoming contract between the Owner and the contractor shall be based on mutually acceptable terms and conditions. The contractor has reviewed and included the A104 proposed revisions for review. In addition, all plans and specifications shall be mutually agreed upon by the contractor and the Owner. Following receipt of same, the contractor will review and provide comments to the Owner provided response. Any terms in the plans and specifications which conflict with or expand the terms of the agreed-upon contract shall be omitted and/or revised as appropriate.
- b. Proposal assumes a construction schedule with a commencement date of March 10, 2025, and a completion date of September 1, 2025.
- c. We have submitted this proposal with the intentions of non-interrupted work and no delays outside of the Contractor's control. Owner responsible for any delays caused by City Inspectors, Permits, and/or other Contractors directly working for Owner.
- d. All construction water and electricity, including all connections required for the renovation work will be furnished by the Owner.
- e. The contractor has not included in the proposal costs for builder's risk insurances that covers any natural disaster such as hurricanes, tropical storms, or other named events. The proposal does not include any of the costs associated with clean-up of the site associated with these events. The Contractor requests the Owner provide builders risk insurance covering any named storms including the deductible.
- f. All permits, fees, inspections, approvals, and testing shall be provided by the Owner. The contractor has not included any costs associated with providing a Storm Water Pollution Prevention Plan and or any filing fees required for the Notice of Intent to discharge storm water from the construction site.
- g. The contractor assumes the allowance of \$ 150,000.00 per the bid form provided, includes a 10% contractor fee. The contractor requests that Owner provide an engineered erosion control plan prior to the start of construction. If this erosion control plan includes additional measures outside of the unit prices provided, (i.e., sandbags, rock check dams, concrete washout(s), etc.) required for compliance with local, state, or federal laws, the contractor shall be compensated for these additional measures.
- h. Contractor has included applicable sales tax on materials, equipment rental, tools, and consumables, etc. No additional services taxes of any kind have been included.

- i. Prevailing Wages – The proposal is based on the Shapers being classified as Operator Engineers. All other operators are classified as Landscape Operator Engineers. The proposal assumes all labor to be classified and follows the requirement of the Journeymen and Tenders per the instructions of the Landscape Irrigation Laborer classification sheet.
- j. Access to the site must be unrestricted and without limitation. The contractor assumes that all 18 holes of golf will be closed for play and will have full access to the entire site in order to maintain the construction schedule.
- k. This proposal is based on the scope of work and quantities defined by the Contractor's submitted bid form. No earthwork cut and fill analysis and or area measurement quantity verifications were performed. Any work above and beyond this scope and not explicitly listed on the bid form is not included in this proposal.
- l. The proposal includes an in-house Surveyor for the survey and layout of the golf features only. Owner to provide the property lines and all benchmarks. No Certified Surveyor costs are included.
- m. Contractor will contact 811 Dig Alert prior to starting construction activities to have all known public utilities marked on the property. The contractor shall not be responsible for damage to any public utilities that are not marked by 811 Dig Alert or private utilities that are not marked by the Owner.
- n. The proposal assumes the existing grass will be completely eradicated prior to the commencement of work. The proposal is based on Owner completing 3 applications of herbicide.
- o. The proposal does not include any existing tree root removal or excavation that might occur during the turf removal.
- p. The proposal assumes all material generated during the demolition process to be buried on-site. We have included the off-site disposal of all drainpipe and existing bunker liner.
- q. Concrete Cart Path Demo – The price assumes no re-bar or wire mesh in existing concrete cart path and is based on a 4" depth.
- r. Earthwork – The proposal assumes the 115,130 CY of material to be moved, to be an on-site balance with no engineered fill included. No import or export of any material is included.
- s. The proposal assumes the purchase of the 90:10 Dakota Peat Greensmix, USGA Gravel, and Bunker Sand to be from West Coast Sand and Gravel.
- t. Drainage – The proposal is based on 3' of on-site soil cover, over the top of the outside diameter for each size pipe.
- u. The proposal assumes that the existing materials will be suitable for all backfilling of trenches, no bedding material is included.

- v. New Greens Construction – The proposal includes the layout of the greens surface, by utilizing the GreenScan method.
- w. Existing Greens – The proposal is based on a 10’ grid layout of the greens surface.
- x. Tee Construction – The proposal assumes the Tees to be a push-up native soil build. The price does not include installation of any sand cap and assumes the Laser Leveling of the native soil.
- y. The price for the new greens and the bunker renovation includes the demolition of the existing greens and bunkers.
- z. The proposal assumes all sod and sprigs purchase / installation from Evergreen Turf, Inc.
- aa. The contractor assumes no maintenance or grow-in responsibilities to the golf course once it has been planted.
- bb. We will utilize the existing cart path system for travel around the course. No cost is included outside the quantities depicted in the bid form for any concrete cart path or asphalt parking area repairs. Where necessary, turf areas will be protected from damage with plywood.
- cc. Due to the constantly fluctuating cost of goods and services, proposal pricing is valid for 30 days. Any cost increases for materials, machinery (including fuel), housing (subject to availability) or subcontractors between the bid date and contract date shall be incorporated into the final schedule of values prior to contract execution.
- dd. The contractor has not included any rock excavation, trenching, plowing, hauling, or removal of any kind. In the event rock is encountered in any form, the contractor shall stop work and promptly notify the Owner to determine how to proceed. Any work associated with rock excavation, trenching, hauling, removal, or disposal shall be an additional cost and the contractor will need to be compensated with additional time for the installation. Rock excavation slows down the installation process considerably.
- ee. The contractor shall have no responsibilities once finish work has been completed for any area regardless of size or location (other than issues of workmanship that would be considered punch list or warranty items). Owner shall be responsible for protecting all areas after grassing, installation and maintenance of erosion control measures to protect those areas which is above and beyond the erosion control plan, and repair of any erosion or contamination occurring after grassing.
- ff. The contractor is not responsible for any subcontractor, contracted directly with the Owner and or their schedules. Any delays and or costs incurred by the contractor that were caused by the Owner’s subcontractors and or representatives, to be fully compensated and equitable adjustments to the contractor’s schedule will be assumed.
- gg. The proposal includes a water truck for a duration of 4-months. The proposal does not include any implementation of the PM-10 Fugitive Air Quality Dust Control.

- hh. Fire Road – The price is based on the spec sheet provided and assumes an exposed aggregate finish.
- ii. The proposal does not include any landscaping installation or existing plant relocation. The price assumes that any Landscaping is by others.

IRRIGATION:

1. Installation of the grounding equipment for the irrigation system is as recommended by the designer in the plan details. If additional equipment is required to meet the recommended ohms resistance range, this can be done by the contractor on a time and materials basis to the Owner.
2. The proposal does not consider any electrical permits, inspections, or a licensed electrician for any work in the installation of the sprinkler system 24 or 120/240 volt wiring in the field and if required would be the responsibility of the Owner.
3. All spoils from irrigation system trenching will be disposed in an area close to the golf hole being worked on. Haul-off of any demolition debris is not included.
4. The proposal assumes all irrigation pipe will be backfilled with native soil from trench excavation. No import of material for pipe bedding or backfill is included in the proposal.
5. All efforts will be made by the contractor to not excavate under tree canopies. In areas where this is not possible, the contractor shall not be held responsible for the health of the existing tree being disturbed.
6. The proposal does not include the removal or replacement of any existing or new plant material including trees, bushes, plants or any other vegetation. If required, the work is to be determined based on-site conditions.
7. The proposal does not include any directional bores.
8. The proposal does not include any work at the existing pump station except for electrical connections for power wire to be run to field satellites.
9. The proposal does not include the purchase or installation of a new weather station.
10. The proposal does not include power conditioners.
11. The proposal considers valve boxes to be by the respective system manufacturer, Rain Bird.
12. The proposal considers Rain Bird swing joints for valve-in-head rotors to be #SJ1212543SS standard-top outlet swing joints.

13. The proposal considers all power wire being run to field satellites to be Paige P7267D #6 AWG tray cable, per electrical irrigation legend.
14. The proposal considers the replacement of mainline gate valves and sub-isolation valves in the existing golf course as outlined in Sheet IA-1 of Addendum #1. Total replacement of three 8” and one 12” mainline gate valves and twenty sub-isolation valves.
15. The proposal considers the replacement of the following irrigation equipment around the existing greens loops for holes, 1-5, 8, & 13-16. Removal and installation of 114 Rain Bird 752-E valve-in-head golf rotors, 20 Rain Bird 5RC quick coupling valves, 5 Rain Bird 100-EFB-CP-R-PRS electric control valves, 28 Rain Bird 5004+ block rotors, and 10 Rain Bird 1806-SAM-PRS spray heads. Irrigation equipment will be installed on existing irrigation pipes and connected to existing communication wires.
16. Per remodel design drawing note on Sheet IR-10, “All the irrigation equipment that is lighter grayscale is irrigation to remain and not in scope of work.” Exception to this note is the irrigation equipment around the existing greens loops for holes, 1-5, 8, & 13-16 mentioned in clarification #15 and valves cited in clarification #14.
17. The proposal provided considers the contractor is selected to do both the irrigation system installation and golf course construction renovation.
18. Heritage Links proposal to the club is based on David Yoshimura’s golf course irrigation specifications with a revision date of September 5, 2024, and irrigation plans dated June 20, 2024, with revision to electrical plans a & b dated June 28, 2024.

SERGIO CADENGO

HERITAGE LINKS

PROFESSIONAL EXPERIENCE

2015 -Present <i>Project Manager</i>	Heritage Links	Houston, TX
2012 -2015 <i>Project Manager</i>	O&J Golf Construction	Moreno Valley, CA
2004 -2012 <i>Construction Superintendent / GPS Technician</i>	Ranger Golf Construction	Temecula, CA

SELECTED PROJECT LIST

Project List:

Pelican Hill Golf Club – Newport Beach, CA Tom Fazio
Rams Hill Golf Club – Borrego Springs, CA Tom Fazio
Corales Golf Club – Punta Cana, DR Tom Fazio
Hard Rock Golf Club – Punta Cana, DR Jack Nicklaus
Puerto Cancun Golf Club – Cancun, MX Tom Weiskopf
Grand Coral Golf Club – Cancun, MX Nick Price
SilverRock Golf Course – La Quinta, CA Arnold Palmer
Ak-Chin Southern Dunes Golf Club, Maricopa, AZ Fred Couples
Desert Mountain Golf Club, Scottsdale, AZ Jack Nicklaus
Blessings Golf Club, Fayetteville, AR Robert Trent Jones Jr
Dove Canyon Golf Club, Rancho Sta Margarita, CA Jack Nicklaus
Talking Stick Golf Course, Scottsdale, AZ Ben Crenshaw & Bill Coore
Paiute Golf Course, Las Vegas, NV Pete Dye
Metro West Golf Course, Orlando, FL Robert Trent Jones Sr
Whisper Rock Golf Club, Scottsdale, AZ Tom Fazio
Phoenician Golf Club, Scottsdale, AZ Phil Smith
Pine Canyon, Flagstaff, AZ Jay Morrish
The Quarry at La Quinta, La Quinta, CA Tom Fazio
Troon North, Scottsdale, AZ Tom Weiskopf
Troon Country Club, Scottsdale, AZ Jay Morrish
Saticoy Club, Ventura, CA William F Bell
Roosevelt Golf Course, Los Angeles, CA Forest Richardson
Classic Club, Palm Desert, CA Arnold Palmer

SERGIO CADENGO HERITAGE LINKS

Project List: (continued)

Bali Hai, Las Vegas, NV Lee Schmidt & Brian Curley

PGA West, La Quinta, CA Greg Norman, Jack Nicklaus, Arnold Palmer

Lake Merced, Daly City, CA Gil Hanse

The Summit, Las Vegas, NV Tom Fazio

Coronado Golf Course, El Paso, TX Bill Bergin

North Shore Preserve Golf Club, Princeville, HI Dennis Wise

Poipu Bay Golf Course, Kaola, HI Robert Trent Jones Jr

Princeville Makai Golf Course, Princeville, HI Robert Trent Jones Jr

PASCUAL TORRES

HERITAGE LINKS

PROFESSIONAL EXPERIENCE

2014 -Present <i>Construction Superintendent</i>	Heritage Links	Houston, TX
<ul style="list-style-type: none">As Construction Superintendent for Heritage Links, Pascual is responsible for the supervision of all phases of golf course, and sports field construction, including equipment maintenance and repair, bidding, budget tracking, asbuilts, and quality control.		
2012 -2014 <i>Construction Superintendent</i>	O&J Golf Construction	Moreno Valley, CA
1999-2012 <i>Construction Superintendent</i>	Weitz Golf, Int.	Des Moines, IA
1987-1999 <i>Construction Superintendent</i>	Fairway Construction	Temecula, CA

SELECTED PROJECT LIST

Project List – Partial

Park Hyatt Aviara GC	Carlsbad, CA	Golf Course Renovation	Palmer Design
May River Golf Club	Bluffton, SC	Bunker Renovation	Nicklaus Design
Mossy Oak Golf Club	West Point, MS	New Construction	Hanse Golf Design
The Cape Club	Cape Cod, MA	Complete Renovation	Troon Golf
Desert Mountain	Scottsdale, AZ	Renovations on 6 Courses	Nicklaus Design
Capital Canyon GC	Prescott, AZ	Features Renovation	Weiskopf Design
Hokuala Golf Club	Lihue, Hawaii	Features Renovation	Nicklaus Design
American Lakes	Tacoma, WA	New Construction	Nicklaus Design

ROBERTO TELLO

HERITAGE LINKS

PROFESSIONAL EXPERIENCE

2014 -Present	Heritage Links	Houston, TX
<i>Construction Features Foreman</i>		
<ul style="list-style-type: none">• 20 plus years experience in all phases of golf course construction.• Responsible for the supervision of the features construction crew ie, Greens Construction (USGA and California Specs, Bunker Construction (experienced in all bunker liner installation) and Tee Construction.		

SELECTED PROJECT LIST

<i>Project List</i>	<i>Architect</i>	<i>Location</i>
Desert Mountain, Chiricahua Course	Nicklaus Design	Scottsdale, AZ
Southern Hills Country Club	Hanse Golf Design	Tulsa, OK
La Cantera Resort Course	Tom Weiskopf Designs	San Antonio, TX
Desert Mountain – Renegade	Nicklaus Design	Scottsdale, AZ
Troon North Golf Club	Troon Golf	Scottsdale, AZ
Castlewood Country Club	N/A	Pleasanton, CA
Capital Canyon Club	Tom Weiskopf Designs	Prescott, AZ
The Phoenician Golf Club	Forrest Richardson & Associates	Scottsdale, AZ
Whirlwind Golf Club	N/A	Chandler, AZ
Whisper Rock Golf Club	N/A	Scottsdale, AZ



1.0 DESCRIPTION

IVI-GOLF offers the Johns Manville geotextile known as Evalith® 013/140 for golf course construction. Commonly known in the industry as “GEO-JM Fabric”, Evalith® 013/140 is a high-quality geotextile designed for use in golf course bunkers as a barrier between bunker sand and the underlying substrate.

Evalith® 013 continuous filament polyester nonwovens, manufactured using Spunbond technology, are needle-punched for mechanical integrity.

2.0 PROPERTIES

Physical Property	Value
Color	White
Weight - oz ft ² / g m ²	4.2 / 142
Thickness - mils / mm	70.1 / 1.78
Fiber Type	Nonwoven Polyester
Binder	n/a
Area Per Roll - ft ² / m ² 15.5' x 400' (4.72m x 121.92m)	6,200 (576)

3.0 USE

Evalith® 013/140 is used for golf course bunkers on the bases of the bunker only in order to combat sand contamination. It is used along the bunker bases and carries into bunker drainage. It can be used in hybrid configurations with our popular Sandtrapper Bunker Liner products.

4.0 CONSTRUCTION

Evalith® 013/140 is a needle-punched spunbond polyester nonwoven.

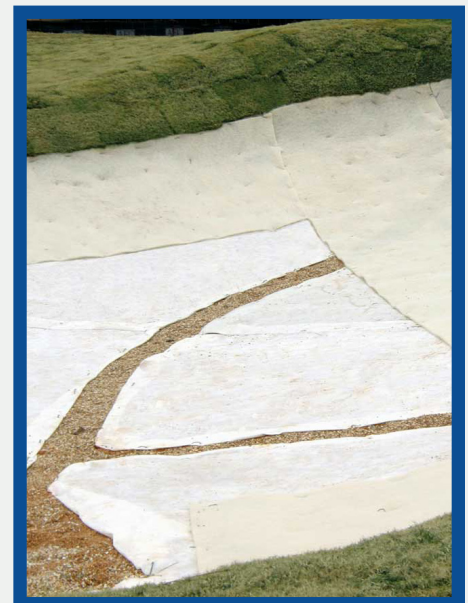
5.0 GREEN INITIATIVE

Manufacturing plants operate under EPA approved Clean Air Permit.

6.0 PRODUCT CARE

To prolong the life of the Evalith® 013/140 material, it is recommended that the product be stored indoors.

Physical Property	Value
Tensile MD (lbs ft ² / daN)	150.8 / 67
Tensile CMD (lbs ft ² / daN)	126.0 / 56
Tear MD (lbs ft ² / daN)	54.0 / 24
Tear CMD (lbs ft ² / daN)	49.5 / 22
Elongation % MD	75



BUNKER SPECIFICATION & INSTALLATION INSTRUCTIONS

Capillary Concrete Installer

For added protection and peace of mind, Capillary Concrete offers a 10-year Performance Guarantee and in order to take part, the following conditions must be fulfilled: This document must be read carefully and all instructions followed to the point during the installation of Capillary Concrete. All fields requiring signatures below must be completed and the first page of this document returned to Capillary Concrete before installation commences. One representative for the Golf Course / Owner must be appointed to supervise installation and final test of the bunker before approved for sand installation.

Final Test Procedure:

1. After the Capillary Concrete has been allowed to cure for at least 24 hours (48 hours if conditions are wet and/or cold) and it has been cleaned according to the instructions, carefully check that the surface is smooth and that there are no areas anywhere in the bunker where the material is loose in any way.
2. Using a hose, go over the entire bunker floor and apply water at a rate comparable to a garden hose.
3. Make sure the entire surface drains perfectly and that there is no standing water a few minutes after application. Sand will not be added to the bunkers until the golf course owner's representative confirms the above-mentioned tests were completed and successful.

Golf Course Owner's Representative

Name:

Club Name:

Club Address:

Email Address & Phone Number:

Signature and Date:

Extra charges and fees may apply in the following situations:

- Capillary Concrete trucks of less than 9 CY are ordered
- Excessive unloading time greater than 90 minutes
- Weekend / Holiday plant opening fees (please inquire about cost before ordering)
- Night pours (6pm – 2am)
- Expedited shipping (need 5 business days' notice of delivery)

After completing the requested information, please do one of the following:

Sign, scan to PDF-file, and send to hunter.smith@capillaryconcrete.com

Sign and mail to Capillary Concrete, 610 Sycamore Street, Suite 305, Celebration, FL 34747

Bunker Specifications

Capillary Concrete is a patented product to build sports ground profiles. Here we will cover the use and method to line and protect golf bunkers. Capillary Concrete, is a specially formulated mixture of acceptably sized aggregate, various proprietary additives and water that comes pre-mixed, delivered in a concrete truck. The product is a homogenously blended mixture that is poured from the mixer into heavy-duty utility vehicles, transported to the bunker, and placed inside the bunker at a minimum depth of 2 inches (50mm). The surface of the product is compacted with a roller and covered in plastic for a minimum of 24 hours to allow for adequate curing and until sand is placed on top of the product. The result is a strong, homogenous, and uniformly-bonded bunker liner base that allows for rapid drainage of any rain-storm and also reduces wash-outs and/or contamination of bunker sand.

Pre-Construction Planning

Prior to installation of Capillary Concrete, the Contractor, Owners Representative, or Superintendent shall confirm that the perimeter area around the bunker does not channel excessive water into the bunker area, that the bunker subgrade is positively pitched, stable under foot, smooth, compacted, free of debris, and meets the Architect's design specifications. It must also be ensured that all bunker trenches have been excavated and constructed to specifications; and that drainage pipes and bedding gravel (table 1) have been installed to the Architect's drainage specifications as dictated by site conditions.

At the lowest point of the bunker subgrade, a 2" x 2" wood frame at least 4 feet long and as wide as the trench must be placed prior to installing the Capillary Concrete. If the bunker floor is large and flat, several frames must be placed to ensure that any point of the bunker floor which is less than 6 inches above the lowest point is located no more than 6 feet away from a frame which will create the drain Vaults filled with bunker sand, see page 3. This is to ensure the sand depth at the lowest points of the bunker is always enough to keep the sand dry at the surface.

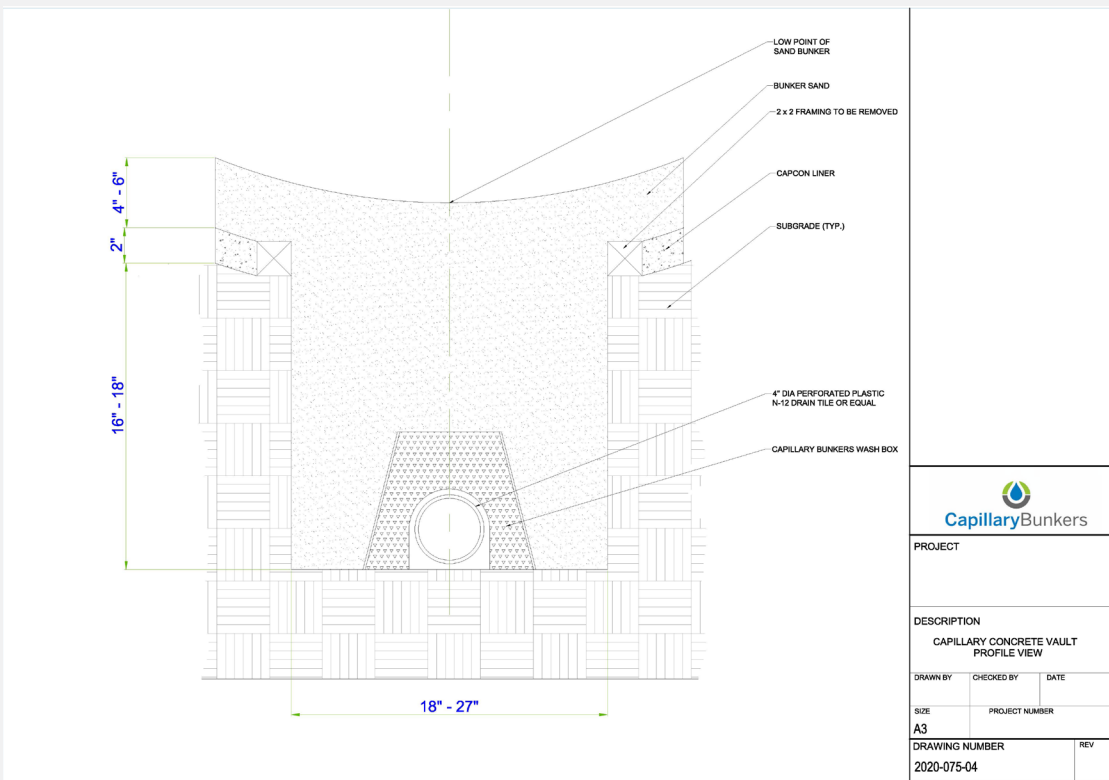
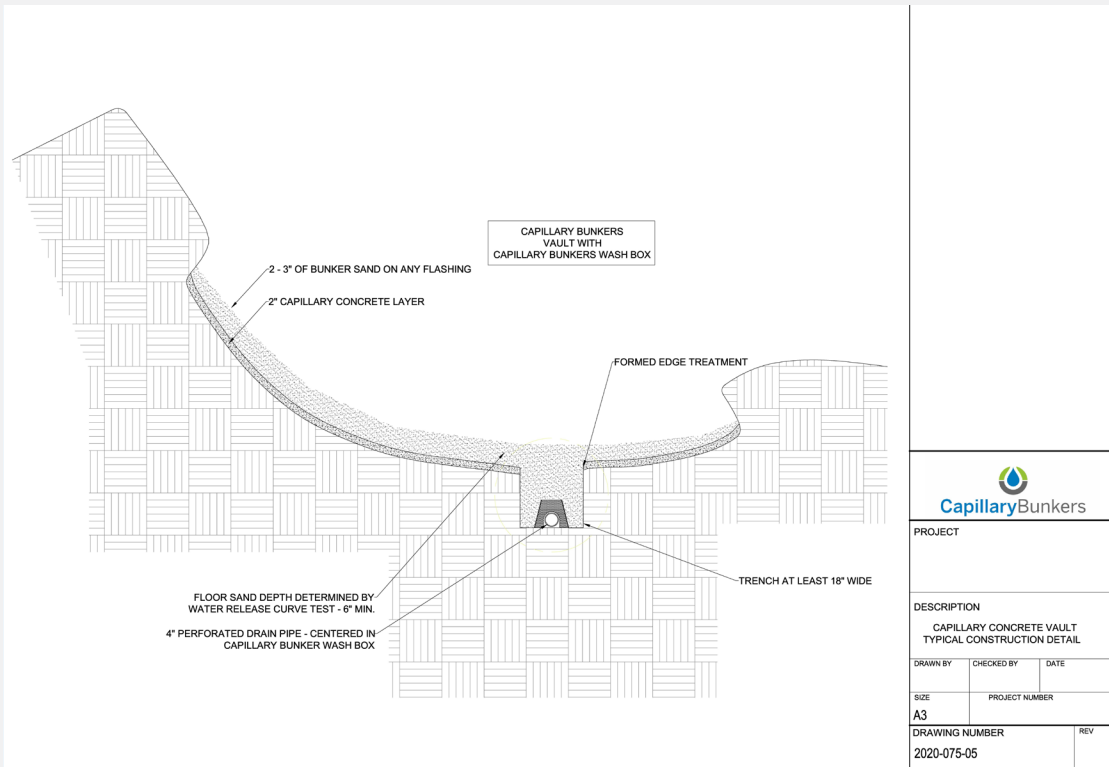
Capillary Bunkers Wash Box

The Capillary Wash Box is an optional, complementary product, to Capillary Bunkers. If the Capillary Wash Box is installed, it is placed in the Vault, on top of the drain line, before sand or Capillary Concrete is installed. This Patent Pending box is placed in the low point of the bunker, on the drain line, to allow for the bunker sand to be washed clean should there ever be any contamination from outside of the bunker (soil, dust, grass etc.).



It is recommended that a tracer wire be installed in all drainage trenches. The drainage pipe must be flushed with plenty of water to ensure proper function prior to installation of Capillary Concrete in the bunker.

Bunker Specifications



Bunker Specifications

Table 1. Gravel Performance Factors for Drainage in Trenches

Bridging Factor	D15 (gravel) D85 (rootzone)	≤ 8
Permeability Factor	D15 (gravel) D15 (rootzone)	≥ 5
Uniformity Factors	D90 (gravel) D15 (gravel)	≤ 3

The Bunker Edge

To maintain the nature of the product, every effort should be made to prevent soil contamination of Capillary Concrete during installation, curing, and prior to sand installation. Two methods to safeguard your installation from contamination:

1. Grassing around the perimeter of the bunker prior to Capillary Concrete installation:

With this method, it is recommended that turf grass around the perimeter of the bunker should be secured to the soil by roots or staples before the installation of Capillary Concrete. After installation and curing and a water test has been performed to ensure drainage function, sand can be installed in the bunker. For newly sodded bunkers, where additional irrigation is required for rooting and establishment, we recommend that a thicker layer of sand (approx. 8-10 inches high x 10 inches wide) be installed on inside perimeter of the bunker against new sod. This is done to allow the sand to act as a filter layer to catch any soil runoff during irrigation cycles on the newly placed sod. Once the sod is established and irrigation cycles are reduced, any contaminated sand around the perimeter should be removed. Bunker sand can be leveled and normal bunker maintenance practices can begin.

2. Capillary Concrete installation prior to sod placement:

In situations where grass cannot be installed prior to the installation of Capillary Concrete, extreme care must be used to prevent soil contamination. Sand should be installed immediately after curing and the water test. As in method 1), a thicker perimeter layer of sand should be installed to reduce soil contamination prior to sod placement. After establishment, any contaminated sand around the perimeter can be removed.

Planning and Construction of The Bunker Edge

The edge detail often gives the bunker shape its distinctive style. Capillary Concrete has the unique ability to be formed to fit any Architects design goals. Preserving the desired style or motif and reducing ongoing maintenance is critical to the success of any bunker restoration/renovation plan.

Suggested Edge Detail Methods

1. Existing bunker and sod renovation

The strength of Capillary Concrete allows the opportunity to protect the inside wall of the bunker better than any other product. Capillary Concrete has the ability to be shaped almost vertically at installation to get the least possible amount of soil in contact with the bunker sand. In this photo the subgrade under the existing turf has been excavated 3-4 inches and a layer of Capillary Concrete has been placed under the sod to help protect the edge from collapse and contamination. Sand is pulled up the face to hide the Capillary Concrete edge.



2. New sod layer around the perimeter

In this case, either the existing soil and grass, or sod is utilized as the edge of the bunker. The 2-inch (50mm) layer of Capillary Concrete meets the edge of the bunker. Rolling the sod over the face to cover the soil is an option.

3. Thick sod pieces placed on the side

Here, a thicker piece of sod is cut and laid on the side on the prepared bunker floor to create the inside edge of the bunker. Cut the sod as wide as you want the edge high, and then backfill with soil and tie into the outside shaping of the bunker. Regular sod can then be placed to cover the soil and tie into the outside of the bunker.



4. Revetted edge with Eco Bunker and / or natural sod

A shelf is created with a trowel and carefully compacted on all sides. A minimum of 2 - 3 layers of artificial turf is recommended, but any number of layers can be built. If only natural sod is used it is necessary to place an impermeable plastic on the shelf to keep the sod from drying out too much. Backfill with approved materials according to the specifications from the Eco Bunker manufacturer. This provides a stable edge option with very little contamination risk.



Bunker Sand Testing

Capillary Concrete has an open structure that allows water to freely drain through it at more than 100 inches per hour. Once sand is placed on top of the product, the new water drainage limit will be the Ksat (saturated hydraulic conductivity) of the sand that covers the Capillary Concrete product. After gravitational water has freely drained from the sand, a certain amount of water will always be retained in the sand against the force of gravity. This is known as capillary water and the amount can be determined with a Soil Moisture Release Test by an accredited test lab. Every different bunker sand has its own unique amount of capillary water retention based on the amount of moisture present in the sand. If the Capillary Wash Box is installed, the sand can be modified and finer particles in the sand at the base of the bunker can be removed. Never use a sand that is not an approved USGA sand. For more information on selecting the perfect bunker sand we recommend this information from the USGA: <https://www.usga.org/content/usga/home-page/course-care/green-section-record/58/11/a-guide-to-selecting-the-right-bunker-sand-for-your-course-.html#returnable>.

Pre-Construction Checklist

Equipment and Tool Requirements

1

Heavy-duty vehicle to haul mix from the ready-mix truck to the bunker. Examples: Toro Workman, John Deere ProGator, Tractor and dump trailer, articulating wheel loader, front dumper, etc.



2

Plywood or similar to protect turfgrass and bunker edge and for building a ramp into the bunker if desired. Timbers, logs, etc. can also be used to create ramps.



3

A minimum of eight pieces of 4" (100 mm) to 6" (150 mm) diameter irrigation or drainage pipe cut into 2 inch (50 mm) lengths. Use these rings to maintain the 2 inch (50 mm) required minimum depth of the Capillary Concrete during placement. Remove the rings from the wet mix as you work out of the bunker. Attach a handle or make a wire loop on each piece of pipe to avoid losing them in the mix. A metal probe set at 2 inches (50 mm) is also acceptable.



4

Construction of the Vault – a 2" x 2" wood frame, at least 4 ft long and as wide as the trench must be made and placed in the lowest spot of the bunker floor, on top of the trench. The frame and all gravel must then be removed to just above the drainage pipe before the sand is installed in bunker. Should The Capillary Wash Box be installed, all gravel must be removed around the pipe to be able to fit the Capillary Wash Box directly on the drainage pipe. The Vault must then be filled with bunker sand to create as deep of a sand layer as possible in this low point of the bunker.



5

Flat shovels for placement of Capillary Concrete inside the bunker.



Pre-Construction Checklist

6

A minimum of three plastic bunker rakes-the Accuform type bunker rake with a round head is preferred. The teeth can be used to move the mix around to the required 2-inch (50 mm) depth, and the rounded back side, and the rounded back side can be used to smooth the mix before rolling.



7

A minimum of two one piece metal extension handles with with metal tips. Telescoping handles are preferred as they allow for longer reach. Metal handles and tips. Home Depot has an orange metal 5 ft. handle with a metal tip in the paint department. SKU#821-423.



8

A minimum of two heavy duty 9-inch (23 cm) roller frames. Home Depot has a green Wooster Surelock handle that works well. SKU#150-345.



9

A minimum of two 9 inch (23 cm) loop textured roller cartridges, if the textured roller can't be found, use a regular paint roller with the fabric removed or cover a roller with duct tape. Home Depot used to call them Goop Loop Rollers. SKU#430-546.



10

At least One 12 to 14-inch pool trowel. (30-35 cm) Some installers prefer using a larger trowel for finishing the floors as well. Do not use a bull float. Home Depot Part# PT144BR

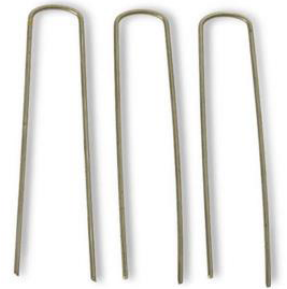


Pre-Construction Checklist

- 11 Purchase adequate plastic to completely cover all the Capillary Concrete bunkers completed in a day. The plastic can be re-used for the entire project. Home Depot SKU#938-963



- 12 6-inch (15 cm) metal staples to hold the plastic down after placement. Staples should be placed every 3 feet (0,9 m) round the perimeter of the bunker. Sandbags, bricks, logs, old tires (etc.) are also acceptable. The idea is to hold the plastic in place during curing.



- 13 Two 5 gallon (19 liter) buckets of water to keep rollers wet.



- 14 A hose and quick-coupler with a misting nozzle and working shut off valve for misting of the product during installation.



- 15 Optional: For easier placement of material. Marshalltown 19-1/2 in. x 4 in. Aluminum Placer Home Depot SKU #959687 Model #AP753



Installation Instructions

Temperature Limits

Capillary Concrete should not be installed when daily high temperatures are expected to be below 32 degrees (F) or below 28 degrees (F) within 2 days of installation. During hot weather, windy, or low humidity conditions, the product will set up faster and caution must be exercised to maintain acceptable moisture levels of the mixture and bunker base prior to installation. A light misting of the bunker subfloor may be required several times during the installation process.

1 When the ready-mix truck arrives at the job site, you will need to ensure the correct consistency of the Capillary Concrete before installation can begin. Before discharging any mix, ask the driver to spin the truck 5 revolutions to adequately mix the product. (It's been mixing since it left the plant, but we find this to be a good way to ensure mix uniformity) Now it's time to perform a **HAND SQUEEZE TEST** as shown here. Ask the driver to discharge a small amount of the Capillary Concrete mixture into the utility vehicle you are using to haul the mix to the bunker. It should be shiny and look like melted chocolate and rock. Take a handful of the mix and squeeze it in your hand and release. The paste must be creamy and sticky enough for the aggregate particles to adhere to the vertical surface of your hand. If the paste is dry and powdery, the mix is a little too dry and you need to ask the driver to add water to the mixer truck. Never add more than 1 gallon of water at a time (unless otherwise instructed by an onsite Capillary Concrete representative), check after, ask the driver to turn the drum a minimum of 15 revolutions before checking the mix again. Continue this process until the mix has the feel of melted chocolate. Be careful not to add too much water. It's always better to add a little at a time.

We cannot take the water out once it has been put in the mixer. The paste should NEVER be drippy and runny when you perform the hand squeeze test. The mix should always have the consistency of melted chocolate. Continue to monitor the consistency as you install - YOU MUST perform the hand squeeze test occasionally to ensure consistency during the installation. An additional gallon of water may be required after a few loads have been installed. If so-ask the driver to add one gallon and rotate the drum 15 times before discharging more mix. If the mix is extremely wet and runny when the ready-mix truck arrives, ask the driver to spin the drum for 5 minutes to try to dry the mix up a bit. If that doesn't work and the discharged pile for testing has clogged up void space, you should refuse the truck, send it back to the plant, and contact your Capillary Concrete Representative immediately. DO NOT install Capillary Concrete if the mixture is too wet.



Installation Instructions

2

If the subgrade is dry, it should be lightly misted prior to placement of Capillary Concrete. Do not let the floor get muddy during installation, and make sure floor is always smoothed out before installation of Capillary Concrete. NEVER WALK ON THE WET CAPILLARY CONCRETE MIX.



3

Once the batch is properly mixed, begin in one corner of the bunker by spreading the mix to a depth of 2 inches (50mm) (using depth gauge rings). Use plastic bunker rakes or the aluminum placer tools to drag out and level the product. DO NOT walk on the product in the bunker. This will compress the product and restrict water flow. We want to preserve as much open space for water flow as possible.



4

Use the textured roller or trowels to finish and lightly compact the surface. The entire surface of Capillary Concrete must be lightly compacted to provide a smooth surface and bond the product together. Keep the roller damp during the rolling process. It is important to work quickly during this step. The sooner the product is smoothed and rolled the better.



5

The edge of Capillary Concrete must be no less than 2 inches thick. A hand trowel should be used to compact and finish the edge of the material around the bunker edge (If desired, this is also the location of the drip-line irrigation option). Care must be given to prevent loose aggregate pieces from adhering to the exposed soil edge. Any loose pieces should be removed immediately.

6

Once an area or batch section is finished, it must be covered immediately with 6 mil plastic. Black plastic is preferred on cold days, clear plastic is preferred in the summer. Covering is important to reduce moisture loss and improve curing and strength of the mixture, and covering MUST BE performed in any weather. Place staples in the plastic every 3 feet around the perimeter of the bunker and as close to the mixture as possible to reduce air between the plastic and mix. If there are seams between plastic pieces, use something heavy to hold the seams down. Remember we want to reduce the amount of air getting to the product as it cures. This step also keeps debris and water from getting onto it during set up.



Installation Instructions

7

The plastic cover must remain on product for a minimum of 24 hours (48 hours in cold or wet conditions). Then, remain covered until bunker sand can be installed. This helps the product cure and will keep the product clean and debris free.



8

Before installing the bunker sand (minimum of 24 hours after installation must pass), remove the plastic and clean the base of the bunker with a backpack blower to remove any loose surface pieces that may not have adhered during the rolling phase of the installation. Check the edge for loose pieces as well and remove them from the soil edge. Do not allow concrete to turn light-grey in color. The product needs to stay hydrated before sand is applied, if not keep covered.

9

Now perform the water drainage test to confirm that water rapidly drains through the product. This must be done to activate the Performance Guarantee. Do not “blast” high pressure water on the freshly installed Capillary Concrete - a shower spray is preferred over a steady stream. **See the film: The Test of Drainage.**



10

Bunker sand can now be installed (using a conveyor, loader, or utility cart etc.) to the required or specified depth according to the Soil Moisture Release Curve. Do not drive directly on the new Capillary Concrete bunker during sand installation. It is recommended to begin sand installation on an edge and push the sand out across the bunker using a sand rake or similar machine while keeping vehicles on plywood on top of the sand layer. Once the sand has been installed, saturate the sand with a spray nozzle so as to not flood the sand to where fines can separate. This moisture will help the product continue to cure and help the sand firm up.

If requested by the Contractor, Owner's representative, Superintendent, or Golf Course Architect, Capillary Concrete will provide a technical representative for installation assistance and consultation for one (1) full day on site at the startup of a Capillary Concrete installation for the cost of basic expenses and related costs. Additional days of consultation may be requested at the same expense rate. Please provide a minimum two (2) weeks' notice to arrange this service. For more specific questions, contact Capillary Concrete.



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ADS N-12[®] PE (per AASHTO) Submittal Package



Package Contents

1. Sell Sheet
2. Specification
3. Technical notes
4. Corrugated plastic pipe installation guide



adspipe.com

800-821-6710

N-12[®] Plain End Pipe (per AASHTO)

N-12 Plain End pipe (per AASHTO) offers significant performance advantages in a gravity-flow pipe, which is available in a range of diameters from 4"-60" (100-1500 mm).

N-12 Plain End pipe delivers superior performance as it is manufactured from high-density polyethylene (HDPE). It provides physical strength, superior value and structural design that cannot be matched by traditional materials.

Applications

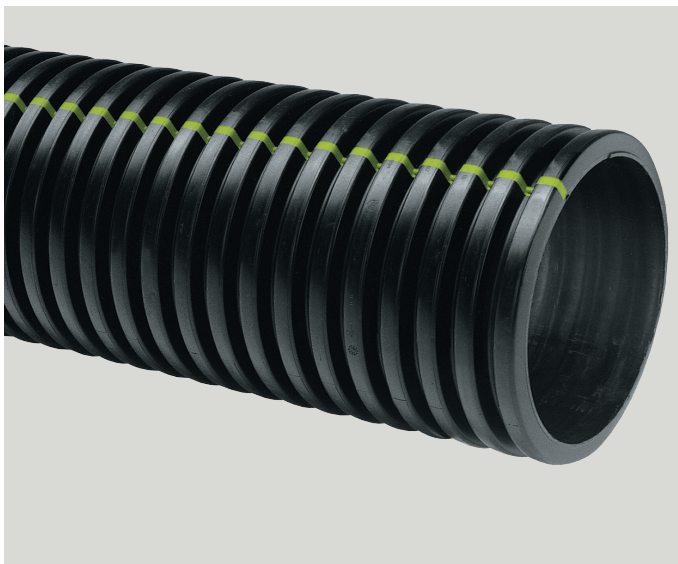
- Culverts/Cross Drains
- Slope/Edge Drains
- Golf, Turf & Recreation
- Foundation Drains
- Retention/Detention Systems
- Grain Aeration
- Parking Lot Drainage
- Mining/Forestry/Industrial

Features

- Available in 20' (6 m) lengths - pipe can be field cut to the desired length
- 4"-60" (100-1500 mm) diameters available
- Certified to meet AASHTO M252, Type S or SP requirements
- Structural strength will support H-25 or HL-93 live loads with 12" (300 mm) minimum cover; 60" (1500 mm) requires 24" (600 mm) cover for H-25 or HL-93 live loads

Benefits

- Easy-to-handle, safe, light weight pipe requires less labor and equipment for faster installation and reduced costs
- Superior hydraulics - smooth interior will ensure no debris or sediment build-up
- Provides superior resistance to chemicals, road salt, motor oil and gasoline - will not rust or deteriorate
- Withstands repeated freeze/thaw cycles and continuous subzero temperature
- Coupling bands are available



ADS N-12 Plain End Pipe (per AASHTO) Specification

Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 Plain End pipe (per AASHTO) for use in gravity-flow land drainage applications.

Pipe Requirements

ADS N-12 Plain End pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250 mm) shall meet AASHTO M252, Type S or SP
- 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306
- Manning's "n" value for use in design shall be 0.012.

Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294 or ASTM F2306.

Fittings

Fittings shall conform to AASHTO M252, AASHTO M294 or ASTM F2306.

Material Properties

Material for pipe and fitting production shall be high-density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500 mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m), and for 60-inch (1500 mm) diameters, the minimum cover shall be two feet (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website adspipe.com for a copy of the latest installation guidelines.

Build America, Buy America (BABA)

ADS N-12 Plain End pipe (per AASHTO), manufactured in accordance with AASHTO M252, AASHTO M294 or ASTM F2306, complies with the requirements in the Build America, Buy America (BABA) Act.

Pipe Dimensions*

Nominal Diameter													
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D. in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Check with sales representative for availability by region. **Pipe O.D. values are provided for reference purposes only, values stated for 12- through 60-inch are ±1 inch. Contact a sales representative for exact values.



N-12[®] PLAIN END PIPE (PER AASHTO) SPECIFICATION

Scope

This specification describes 4- through 60-inch (100 to 1500 mm) N-12 plain end pipe (per AASHTO) for use in gravity-flow land drainage applications.

Pipe Requirements

N-12 plain end pipe (per AASHTO) shall have a smooth interior and annular exterior corrugations.

- 4- through 10-inch (100 to 250 mm) pipe shall meet AASHTO M252, Type S or SP.
- 12- through 60-inch (300 to 1500 mm) pipe shall meet AASHTO M294, Type S or SP, or ASTM F2306.
- Manning's "n" value for use in design shall be 0.012.

Joint Performance

Pipe shall be joined with coupling bands covering at least two full corrugations on each end of the pipe. Standard connections shall meet or exceed the soil-tight requirements of AASHTO M252, AASHTO M294, or ASTM F2306.

Gasketed connections shall incorporate a closed-cell synthetic expanded rubber gasket meeting the requirements of ASTM D1056 Grade 2A2. Gaskets, when applicable, shall be installed by the pipe manufacturer.

Fittings

Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306.

Material Properties

Material for pipe and fitting production shall be high density polyethylene conforming with the minimum requirements of cell classification 424420C for 4- through 10-inch (100 to 250 mm) diameters, and 435400C for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 12- through 60-inch (300 to 1500mm) pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively.

Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot. (0.3 m) and for 60-inch (1500 mm) diameter the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), Class 2 (minimum 90% SPD) or Class 3 (minimum 95%) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.01. Contact your local ADS representative or visit our website at www.adspipe.com for a copy of the latest installation guidelines.

Build America, Buy America (BABA)

N-12 Plain End pipe (per AASHTO), manufactured in accordance with AASHTO M252, AASHTO M294 or ASTM F2306, complies with the requirements in the Build America, Buy America (BABA) Act.

Pipe Dimensions

Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.* in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)

*Pipe O.D. values are provided for reference purposes only, values stated for 12 through 60-inch are ± 1 inch. Contact a sales representative for exact values

**All diameters available with or without perforations.



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ADS "Terms and Conditions of Sale" are available on the ADS website, www.ads-pipe.com.

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