



Purchasing Justification Form

Sole Source Justification

(Complete the appropriate section below and attach additional pages as needed.)

Procurement Description: Buffalo Run Drainage System Project

Vendor: Greenone Industries, Inc. Contract Length: Less than 1 year Cost: \$472,086.98

Responsible Dept. / Div.: Parks, Recreation, Golf Golf Maintenance

Author: Paul Hebinck, Golf Manager

Single Response

Type of solicitation: Select Method.

Provided detailed justification for not re-soliciting (considering price, quality, time, availability of other vendors, etc.): Why is using this vendor in the best interest of the city? Is the price/proposal fair and reasonable?

Sole Source

Is this Sole Source due to product or product source?

Provide justification for using this vendor: GREENONE Industries developed the “QwikDRAIN” drainage system and is the only company in the state of Colorado installing the system. The process was established by GREENONE Industries through testing and development, and has been installed on several golf courses in the metro area.

Collaborative Purchasing

Agency: [Identify Procuring Agency]

Base Contract Expiration Date: Select date.

Primary Contract/Project Name/Number: [Insert complete identifying description.]

Approvals

(City Manager must approve Sole Source Procurements. Other approvals are required based on contract amount.)

Division Manager: _____ Date: _____

Department Director: _____ Date: _____

City Manager: _____ Date: _____

Received by FD: _____ Date: _____



10233 S. Parker Rd., Suite 300 Parker, CO. 80134
Ph: 303-795-9639 Fax: 303-795-9443

February 10, 2023

Kirk Reiber
Buffalo Run Golf Course
15800 E 112th Ave.
Commerce City, CO 80022

Project Reference: QwikDRAIN System 10 on holes 2,9,11,14,15

Dear Kirk:

We are pleased to have the opportunity to submit this proposal for your consideration. The terms and conditions on the attached hereof are incorporated as a part of this document. If this proposal is acceptable, please return the original copy with an authorized signature to GreenONE Industries.

We will perform the following: Install QwikDRAIN System 10, main collector pipes, 2” subdrains, TopDRAIN, Topdress, and float smooth.

COST CODE	QTY	UNITS	DESCRIPTION	UNIT PRIC	TOTAL COST
2920	1	LS	Hole # 2- 107,768 Sq Ft	168,118.08	\$168,118.08
2920	1	LS	Hole # 9 – 41,695 Sq Ft	61,708.60	\$61,708.60
2920	1	LS	Hole # 11 – 92,940 Sq Ft	120,822.00	\$120,822.00
2920	1	LS	Hole #14 – 24,651 Sq Ft	35,743.95	\$35,743.95
2920	1	LS	Hole # 15 – 43,665 Sq Ft	60,694.35	\$60,694.35
2920	1	LS	Sump Pump on Hole #2	25,000.00	\$25,000.00
				Total	\$472,086.98

Exclusions: Sod, Prevailing Wage, Licenses or permits required by city or County, Irrigation repairs if not marked.

Conditions: Price adjustments add or deduct to be as follows: 4” main collector @ \$16.50 per LF, and add or deduct Sq Ft Price of \$1.38 based on actual Sq Ft TBD by Kirk and GreenONE Representative. We reserve the right to requote if Sq Ft changes from this proposal as well as the price adjustment prices may change as well.

20% deposit of total contract required to schedule Project

Pricing good for 30 Days from date above.

ACCEPTED AS A CONTRACT:

GreenONE Industries:

By: _____

By: _____

Date: _____

Date: _____



“Revolutionizing the Sports Turf Industry”[®]



TERMS & CONDITIONS

1. The total cost of the work includes all materials and labor complete and in-place for each item listed, unless otherwise stated.
2. If the approved plans, specs and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specs and dimensions are not provided, or in the event revisions to the plans and/or specs are made, the total price shall be determined by applying the unit prices to actual measured quantities.
3. Unless otherwise stated, the prices herein will remain in effect for a period of thirty (30) days from the date of this quotation.
4. This quotation is not binding on Purchaser or seller unless signed by both parties.
5. Work will be invoiced as performed on a monthly basis and all invoices shall be due and payable on the 30th day following the date of invoice. Overdue amounts shall bear interest at the rate of 18% per annum until paid in full. No retention may be withheld from payments unless prior arrangements have been made and noted on the face herein. In no case shall retention be held beyond 60 days from the date of last work.
6. *Limited Warranty and Disclaimer.* Should any of the work performed, or materials provided, hereunder prove defective due to faulty materials or workmanship, Purchaser is required to notify GreenONE Industries immediately, stating full particulars in support of its claim. It is an express condition for this warranty that the Purchaser notify GreenONE Industries in writing of any claimed defective workmanship or materials within ten (10) days of discovery of any such defect. GreenONE Industries' liability for defective workmanship or materials shall be limited to repairing or replacing, at GreenONE Industries' option, any defective workmanship or materials, and the repair or replacement represents GreenONE Industries' sole and exclusive liability for any defective workmanship or materials, whether liability is based on contract, warranty or tort, and in no event shall GreenONE Industries' liability exceed the cost of the work performed by GreenONE Industries' hereunder. Any warranties provided herein are available to only the Purchaser, and do not extend to any subsequent owner or user of any work or materials provided by GreenONE Industries' hereunder. Purchaser hereby indemnifies and holds GreenONE Industries' harmless from and against any and all other claims, liabilities and actions by third parties, including (without limitation) customer(s) of Purchaser, relating to the specified work and materials sold hereunder. ANY WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL GREENONE INDUSTRIES' BE OBLIGATED, OR LIABLE, FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, LOSSES, OR EXPENSES IN CONNECTION WITH OR BY REASON OF ANY CLAIMED DEFECTIVE WORKMANSHIP OR MATERIALS.
7. GreenONE Industries will not be liable for any delay in the performance of any proposals or contracts, or for any damages suffered by the customer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference, governmental regulations or delays, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, inclement weather, low temperature or frost, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control. In addition, and in any event, GreenONE Industries' liability from all causes is limited to the cost of the work performed hereunder, and under no circumstances shall GreenONE Industries be obligated for consequential, incidental, exemplary or other damages, losses, or expenses in connection with or by reason of any delay.
8. Any technical advice given is for information only. GreenONE Industries will assume no responsibility for operation or results when said technical advice is used in connection with the design, installation, or end use of the product sold hereunder.
9. Unless otherwise indicated, subgrade preparation is quoted based on rough grading provided by others to within +/- 1/10th foot of finish subgrade elevation, and allowing adequate soil to balance within GreenONE Industries work limits. GreenONE Industries will not be responsible for importing or exporting material in order to bring subgrade to finish level.
10. GreenONE Industries will not be responsible for existing soil conditions or materials supplied by others.
11. Base installation is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in.

Customer Initials

12. GreenONE Industries will not be responsible for drainage unless the minimum drainage requirement of 1/10th foot for each 10 feet is attainable in conjunction with our portion of work.
13. Additional work requested by Purchaser shall be authorized in writing and shall bear the signature of Purchaser's representative. Signature of Purchaser's representative shall constitute acknowledgment of, and authorize compensation based on GreenONE Industries' rates for work beyond the scope of this proposal.
14. GreenONE Industries, Inc. reserves the right to refuse or suspend performance or to require payment in advance in the event credit of Purchaser is impaired or inadequate in the judgement of GreenONE Industries.
15. Purchaser agrees to pay a reasonable attorney's fee and all costs of collection in the event the services of an attorney are required by GreenONE Industries to enforce this agreement.
16. It is agreed that no promises, agreements or understandings have been made other than herein contained: that no agent or salesman has any authority to obligate GreenONE Industries Inc. to any terms, stipulations or conditions not herein expressed.
17. These terms and conditions shall supersede any provisions, terms, and conditions contained on any confirmation order, purchase order, or other writing the customer or Purchaser may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. GreenONE Industries makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.
18. If the Purchaser fails to make any payment due in a timely manner as set forth under section 5 above, GreenONE Industries may provide Purchaser with written notice of such default and providing Purchaser with the opportunity to cure such default within 10 days from the date of such notice. In the event Purchaser fails to cure such default within the 10 day period, GreenONE Industries may terminate this contract and recover from the Purchaser payment for the work executed and materials supplied, and damages including costs of demobilization.
19. This contract and any other agreements between the parties shall be governed by the laws of the State of Colorado, and the District Court for the County of Arapahoe, State of Colorado, shall have sole and exclusive jurisdiction over any litigation between the parties relating to this contract or any other related contracts between the parties.

Customer Initials