



REQUEST FOR PROPOSAL

Subject: Delaware Springs Golf Course Bunker Renovations

Due: September 14, 2017, 2:00 p.m. CST

City of Burnet
1001 Buchanan Drive, Suite 4
Post Office Box 1369
Burnet, Texas 78611

Subject Title: Golf Course Bunker Renovations

Date Due: September 14, 2017

Time Due: 2:00 p.m. CST

Calendar of Events

The dates and times listed below are tentative and subject to change. The City will make every effort to adhere to the following schedule:

August 30, 2017 Newspaper Publication Notice.

September 14, 2017 Proposals due by 2:00 p.m. CST.

September 14, 2017 Proposal Opening at 2:00 p.m. CST in the City Hall Conference Room.

Article I. GENERAL CONDITIONS

Section 1.01

- a) This Request for Proposal (the "RFP") shall be on file in the Finance Department, City of Burnet (the "City"), City Hall, 1001 Buchanan Drive, Suite 4, Texas 78611, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (the "Bidders").

Section 1.02

- a) Bidders are expected to examine all documents that make up the RFP. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals.

Section 1.03

- a) The work to be performed in the RFP is located at Delaware Springs Golf Course, 600 Delaware Springs Boulevard, Burnet, Texas 78611.

Section 1.04

- a) All responses to the RFP shall be submitted on the attached response forms. Faxed or emailed proposals and/or late submissions will not be accepted. Proposals must be received by the City Manager at or before 2:00 p.m. CST on September 14, 2017. Each Proposal must be submitted in a sealed envelope clearly identified as "Request for Proposal – Golf Course Bunker Renovations" and delivered to the following person:

City of Burnet
David Vaughn, City Manager
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, Texas 78611
Do Not Open – Golf Course Bunker Renovations

Section 1.05

- a) READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.

Section 1.06

- a) During the pendency of this RFP, Bidder shall not contact any City staff except those designated in this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing at least five (5) business days prior to the due date. Non-compliance with this provision may result in rejection of the Proposal. City staff designated as a contact for this RFP is:

Name	David Vaughn
Title	City Manager
Phone	(512) 715-3208
Fax	(512) 756-8560
Email	dvaughn@cityofburnet.com

Section 1.07

- a) The enclosed, Special Conditions and accompanying STANDARD PURCHASE TERMS & CONDITIONS and SPECIFICATIONS AND BID SHEET(S) are for your convenience in bidding the enclosed referenced products and/or services.

Section 1.08

- a) Bidder shall initial and date each page of this RFP and must sign and date this RFP. The person signing the RFP must have the authority to bind the firm in a contract. Bids which are not signed and dated in this manner may be rejected.

Section 1.09

- a) Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Section 1.10

- a) Bids must comply with all applicable federal, state, county and local laws concerning these types of services.

Section 1.11

- a) The bid opening is scheduled to be held in the City Hall Conference Room located at 1001 Buchanan Drive, Suite 4, Burnet, Texas 78611. Each Bidder is invited to attend.

Article II. GENERAL INFORMATION

Section 2.01

- a) STATE OF TEXAS FORM 1295 CERTIFICATES OF INTERESTED PARTIES: Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Burnet City Council must be accompanied by a completed, executed, and notarized Certificate of Interested Parties, Form 1295. The successful Bidder will be required to complete Form 1295. In order to complete Form 1295, the successful Bidder will need to obtain a Contract Tracking Number from the City of Burnet City Secretary at (512) 715-3209 or email at kdix@cityofburnet.com.

Step One – Set up Account

For a video detailing how you register your company for the first time with the Texas Ethics Commission go to:

<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Step Two – Create Certificate Form 1295

For a video detailing how to create Form 1295, following registration go to:

<http://www.statutes.legis.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

- b) SALES TAX: The City of Burnet is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

- c) **EXCEPTIONS/SUBSTITUTIONS OF MATERIALS USED IN THE PROJECT:** Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions according to the guidelines outlined in the Request for Approved Equals. If the Bidder takes no exception to the specifications, or offers no substitution, a check mark should be placed in the space provided indicating that the unit proposed meets that particular specification. The absence of any exceptions/substitutions shall indicate that the Bidder has not taken exceptions, and shall hold the Bidder responsible to perform in strict accordance with this RFP. The City Council of the City of Burnet reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the interest of the City.
- d) **ADDENDUM:** Any interpretations, corrections or changes to this RFP will be made by Addendum. Sole issuing authority of Addendums shall be vested in the City Manager of the City of Burnet. An Addendum will be issued, if necessary, and posted on the City website (www.cityofburnet.com). All effort will be made to notify all who are known to have received a copy of this RFP of any and all Addendums. Bidders shall acknowledge receipt of all Addendums on the sealed envelope containing their bid.
- e) **REFERENCE:** Bidders shall supply with their bid, a list of at least three references where like services have been supplied by their firm. It must include the name of the firm, address, telephone number and name of representative. Failure to provide this information may result in rejection of bid.
- f) **SILENCE OF SPECIFICATIONS:** The apparent silence of the RFP as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- g) **BID AWARD:** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award a contract to the Bidder offering the best value, and not necessarily to the Bidder offering the lowest price. A Proposal may be evaluated and selected on the basis of references, reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty or other criteria deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all bids.
- h) **CONTRACT:** This RFP, when properly accepted by the City, shall constitute a contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this contract with the exception of Change Orders.

- i) **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All change orders will be made in writing and approved by both parties prior to commencement.
- j) **CONTRACT TERM:** The Contract Term shall commence and be binding on the date of award by City Council and shall expire upon completion of Section 5.01.

Article III. SPECIAL CONDITIONS

Section 3.01 APPROVED EQUALS

- a) An Approved Equal is a request from the Bidder offering a product that deviates from specified standards (e.g. a feature quantity is not the level specified, or a design or functional capability is not of the type specified, or where manufacturing or engineering technology has developed a new approach that may use an alternative method differing from the method called for in the specification that meets or exceeds the performance goal specified).
- b) Any non-approved alternates taken from the specified standards contained in the bid may disqualify the bid.

Section 3.02 REQUEST FOR APPROVED EQUALS

- a) Bidders may submit to the City requests for approved equals for materials. Requests must be supported by evidence such as technical data, test results, or other pertinent information that demonstrate the substitute offered is equal or better than the specification's requirements.
- b) The City reserves the right to determine equivalency. All requests for approved equals must be submitted in writing and received by the City not later than one week prior to the RFP due date.
- c) All known Bidders shall be informed, via addendum to the original specifications, of those requests determined by the City to be equal or to exceed the minimum stated specifications three (3) days prior to the bid opening.
- d) Request for Approved Equals shall be directed to:

City of Burnet
David Vaughn, City Manager
1001 Buchanan Drive, Suite 4
P.O. Box 1369
Burnet, Texas 78611
Phone: (512) 715-3208
Fax: (512) 756-8560

Article IV. STANDARD PURCHASE TERMS AND CONDITIONS

Section 4.01 CONDITIONS

- a) Bidders shall thoroughly examine the specifications, drawings, schedule, instructions and all other Contract documents.
- b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment if required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter, Code and/or applicable City Ordinances, State of Texas and Federal statutes.

Section 4.02 ROCK CLAUSE

- a) If rock is encountered during excavation and the rock cannot be readily removed with a Kubota KX71 mini excavator, or other similar size mini excavator, such excavation of rock shall be at an additional cost as negotiated between the successful Bidder and City.

Section 4.03 RIGHT OF CITY TO TERMINATE CONTRACT

- a) If the work to be done under Contract is abandoned by the Bidder; or if the Contract is assigned by him/her without the written consent of the City; or if the Bidder is adjudged bankrupt, or files for voluntary bankruptcy; or if a general assignment of his/her assets is made for the benefit of his/her creditors; or if a receiver is appointed for the Bidder of any of his property or if at any time in writing to the City determines that the performance of the work under this contract is being unnecessarily delayed, that the Bidder is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the City may serve written notice upon the Bidder and his/her surety of the City's intention to terminate this contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the City may take over and prosecute the work to completion, by contract or otherwise. The Bidder and his/her surety shall be liable to the City for all excess cost sustained by the City by reason of such prosecution and completion. The City may take possession of,

and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Bidder.

- b) The City may terminate the performance of the work in accordance with the RFP by written notice to the Bidder. Upon any such termination, the Bidder shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of the Bidder, the City shall pay Bidder as provided for herein, provided, however, that those provisions of the Contract documents which by their very nature survive final acceptance under the Contract documents shall remain in full force and effect after such termination.
- c) Upon receipt of any such notice, the Bidder shall, unless the notice requires otherwise:
 - 1) Immediately discontinue work on the date and to the extent specified in the notice;
 - 2) Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the Contract that is not terminated;
 - 3) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the City of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the City those orders and subcontracts, and revoke agreements specified in such notice;
 - 4) Assist the City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the City under the Contract.
- d) Upon any such termination, the City will pay the Bidder an amount determined in accordance with the following (without duplication of any item):
 - 1) All amounts due and not previously paid to the Bidder for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice;
 - 2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided for herein.
- e) The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by the Bidder.

Section 4.04 TERMINATION FOR CONVENIENCE

- a) City hereby reserves the right to terminate the Contract without regard to fault or breach upon written notice to Bidder, effective immediately unless otherwise provided in said notice to Bidder. In the event of such termination, City shall pay as the sole amount due to Bidder in connection with the work (i) all sums due for work performed to date including allowing profit and overhead (except retainage sums shall not be paid prior to thirty (30) days following the date of termination); and (ii) reasonable cost of termination. Such sums will be due and payable on the same conditions as set forth in the agreement for final payment to the extent applicable. Upon receipt of such payment, the parties hereto shall have no further obligations to each other except for Bidder's obligations to perform corrective and/or warranty work and to indemnify City as provided for herein. It is understood and agreed that no profit, fee or other compensation shall be due or payable for unperformed work. The Bidder agrees that each subcontract and purchase order issued by it will reserve for Bidder the same right of termination provided for herein and Bidder further agrees to require that comparable provisions be included in all lower tier subcontracts and purchase orders.
- b) Upon a determination by any court or body that termination of the Bidder, or its successor in interest, was wrongful, such termination will be deemed converted to a termination for convenience and Bidder's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as provided for herein.
- c) The rights and remedies of City and Bidder under the Contract shall be non-exclusive, and shall be in addition to all the other remedies available to such parties at law or in equity, subject, however, in the case of Bidder, to the limitation provided for herein.

Section 4.05 COMPLETION OF THE WORK; LIQUIDATED DAMAGES

- a) The time of completion is of the essence of the Contract. Unless otherwise specified herein or advised by written order of the City, the Bidder shall begin work within 10 days after the execution of the Contract. The work shall be prosecuted to completion in accordance with the schedule provided herein and shall be 100% completed within sixty 60 calendar days from the date of the award of contract.
- b) The City and Bidder, recognizing that calculation of damages caused by Bidder's failure to complete within the contract time are difficult to assess, hereby agree that liquidated damages shall be assessed at the rate of \$250.00 per calendar day for each day the Bidder is late in completing.
- c) It is understood that bad weather can affect the continuance of work described herein. Bidder will be allotted a bad weather credit day for each day Delaware Springs Golf Course is closed due to bad weather.
- d) It is understood that the foregoing constitutes an agreement as to minimum

amount of damages only for failure to complete the work within the specified time. Should the City suffer damages over and above the amount specified herein for any failure or negligence on the Bidder's part, other than failure to complete the work within the specified time, the City may recover such additional amount.

- e) A detailed construction schedule and payment schedule shall be prepared by the Bidder and submitted to the City for review within ten (10) days of the effective date of the Contract, or prior to the commencement of construction, whichever occurs first. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Bidder is responsible for determining the sequence and time estimates of the detailed construction activities. However, the City reserves the right to require the Bidder to modify any portion of the schedule the City determines to be impractical or unreasonable; as required to coordinate the Bidder's activities with those of other contractors, if any, engaged in work for the City on the job site; to avoid undue interference with the City's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the City of the detailed construction schedule, the Bidder will be responsible for maintaining such schedule.
- f) If at any time the Bidder's work is behind schedule, he/she shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the City. The Bidder will not be allowed extra compensation for costs (whether for costs for materials used and/or labor to be paid) incurred by him/her because of Bidder's accelerated operations required to maintain the schedule.

Section 4.06 FORCE MAJEURE

- a) If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not

reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Section 4.07 EXTRA OR CHANGE ORDER WORK

- a) If a modification increases the amount of the work, and the added work or any part thereof is a type and character which can properly and fairly be classified under one or more unit price items of the proposal, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.
- b) Claims for extra work will not be paid unless the work covered by such claims was authorized in writing by the City. The Bidder shall not have the right to prosecute or maintain an action in court to recover costs for extra work unless the claim is based upon a written order from the City. Payments for extra work will be based on agreed lump sums or on agreed unit prices as listed herein. The City and Bidder shall agree upon such prices before the extra work is started.
- c) For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Bidder shall submit to the City, upon request, detailed cost estimate for proposed extra work. The cost estimate for the proposed extra work shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Bidder's subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be included.

Section 4.08 SAFETY

- a) The Bidder shall at all times conduct all operations in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Bidder shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. The Bidder shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- b) The Bidder shall comply with all applicable laws, regulations and standards. The Bidder shall coordinate with all contractors and subcontractors on safety matters.

- c) The Bidder shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard, promulgating safety regulations and notifying the City and users of adjacent properties and utilities.

Section 4.09 GUARANTEE

- a) The Bidder shall guarantee that all products are in accordance with the manufacture's guarantees, warranties, or policies. Any replacement of defective material or materials will be made in accordance with such guarantee or warranty policies but, in any case, responsibility ends with the replacement of the defective part or parts, and no responsibility will be assumed for unauthorized repair or replacement of said equipment. Nor any expense will be incurred due to failure of said equipment excepting replacement of its defective part or parts by the manufacturer and in accordance with said manufacturer's policies.
- b) The successful Bidder's warranty against defects in material and workmanship shall extend two years from the date of final payment.

Section 4.10 INSURANCE

- a) The Bidder shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property, which may arise from or in conjunction with the performance of the work hereunder by the Bidder, his/her agents, servants, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Bidder and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.
- b) Minimum Limits of Insurance:

Type of Coverage	Per Occurrence Minimum
Workers Compensation	\$1,000,000
General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

Section 4.11 PERFORMANCE AND PAYMENT BONDS

- a) Successful Bidder shall provide performance bond and payment bonds and each shall be issued in an amount equal to the contract amount as security for the faithful performance and/or payment of all obligations. Performance and

payment bonds shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by City pursuant to applicable law.

- b) Bidder shall submit, as an attachment to this RFP, a letter from a qualified surety to commit a Bond or Letter of Credit.

Section 4.12 FINAL INSPECTION

- a) When the work has been completed and at a time mutually agreeable to the City and Bidder, the City will make a final inspection of the work as to the acceptability and completeness of the work.

Section 4.13 PREPARATION OF BIDS

- a) All information required by the bid form shall be furnished. Bidder shall sign in ink the Bid Specifications and Bid Summary documents in the places indicated, stating the firm's name and address where required.
- b) Unit prices shall be shown, and where there is an error in extension of price, the unit price shall govern.

Section 4.14 CLARIFICATION OF OBJECTION TO BID SPECIFICATIONS

- a) Bidder may, if in doubt as to the true meaning of the specifications or other bid documents or any part thereof, submit to the City Manager, on or before five (5) business days prior to scheduled bid opening, a request for clarification. All such requests for information shall be made in writing and the person submitting such request shall be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such addendum will be issued, if necessary, and posted on the City website www.cityofburnet.com. All effort will be made to notify all who are known to have received a copy of this RFP of any and all Addendums. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

Section 4.15 WITHDRAWAL OF BIDS

- a) Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

Section 4.16 LATE BIDS OR MODIFICATION OF BID

- a) Bids and modifications received after the bid due date and time, will be returned to the Bidder unopened, as required by State law.

Section 4.17 NON-DISCRIMINATION CLAUSE

- a) Bidder agrees that if his/her bid is accepted, Bidder will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, national origin, sex, age, handicap or political belief or affiliation. In addition, Bidder agrees that he/she will abide by all applicable terms and provision of this Nondiscrimination Clause.

Section 4.18 RELEASE AND INDEMNIFICATION

- a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIDDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY REPRESENTED, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BURNET, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Article V. CONSTRUCTION SPECIFICATIONS AND BID SHEETS

Section 5.01 THE CITY OF BURNET IS ACCEPTING BIDS FOR THE FOLLOWING ITEMS:

- a) BUNKER RENOVATION MATERIALS
 - 1) Bidder shall provide 4 Inch N-12 Double Wall ADS Drain Pipe and Drain Inlets as manufactured by Advanced Drainage System, Inc.
 - 2) Bidder shall provide washed 3/8 inch pea gravel supplied by Texas Sports Sands and manufactured by Turf Materials and approved by Turf Diagnostics Lab.

- 3) Bidder shall provide bunker sand (Sureplay White) supplied by Texas Sports Sands and manufactured by Turf Materials and approved by Turf Diagnostics Lab.
- 4) Bidder shall cut, protect and reuse existing sod or provide certified 419 Hybrid Bermuda Grass Sod for renovation and repair work.
- 5) Bidder shall provide ST410 polymer bunker liner as manufactured by Better Billy Bunker ®.

INSPECTION AND ACCEPTANCE

All material used in the reconstruction of the bunkers shall be subject to inspection for workmanship, quality, flow grades, and satisfactory demonstration of flow into all inlets and through all pipes with no damage at exit point before approval by the City. All materials shall be subject to rejection for failure to conform to any specification requirements. City shall plainly mark rejected material and the Bidder shall replace rejected material with material that meets the requirements of the specifications described herein.

b) SCOPE OF WORK

- 1) The work to be performed by the Bidder will be the renovation of approximately 31,000 square feet of fairway bunker cavities on golf course hole number's 3, 11, 12 and 14. The work consists of, but is not limited to, furnishing all equipment and materials and performing all work in connection with the removal and dispose of existing sand, salvaging of the existing sub-surface drainage pipe, reconstitution of bunker cavity to ensure no slopes are greater than 30 degrees, installation of salvaged drainage pipe and fittings, installation of approved pea gravel, installation of Better Billy Bunker ® lining material, installation of approved bunker sand to a compacted depth and finished grading and sodding of all disturbed areas outside of bunker cavity.
- 2) Unless otherwise approved by City, Bidder agrees to renovate and complete greenside bunkers prior to renovation of fairway bunkers.

c) AREA OF DISTURBANCE

- 1) All excavation areas shall be marked out in advance of excavation by the City.

d) DEWATERING

- 1) Bidder shall remove all water from any source that accumulates during the excavation process and prior to the installation of specified drainage pipe. The embedment or pipe shall not be installed in water.

e) BUNKER CAVITY PREPARATION

- 1) Bidder shall remove all existing bunker sand and prepare sub-grade, gravel and loose material to a compacted base. Sand bunker edges will be marked for trimming by City. The cavity edges shall be excavated vertically to a depth of six (6") inches. All bunker slopes will not exceed 30 degrees and will be check by a digital level to the satisfaction of the City and Bidder will not be allowed to reconstruct any slopes in excess of 30 degrees. Where soil material prevents proper foundation preparation at the proposed elevation, the Bidder shall deepen excavation to level where a proper foundation can be prepared. Any materials removed shall be replaced with acceptable fill until stable at proposed grade. Sand limits will be painted in the field by the City. It is the City's intention to maintain the existing sand lines; however, in a few cases the sand lines will be modified by the City to aid in the establishment of an acceptable slope.

f) DRAINAGE INSTALLATION

- 1) The entire foundation area in the bottom of all trench excavation and bunker cavity shall be smooth, firm, stable, and at uniform density and completed immediately prior to the placing of pipe or materials. Drainage of sand bunkers shall be accommodated by a drainage trench or multiple trenches connecting to each other, each trench measuring a minimum of eight (8") inches wide and a minimum of twelve (12") inches deep connecting into an acceptable and functional outfall pipe. Bidder is responsible for ensuring outfall pipe exiting the bunker cavity is not restricted and functioning properly to allow the bunker cavity to drain.
- 2) The locations of trenches will be determined and painted out in the cavity by the City. Each sand bunker is to be drained with drainage trenches in a herringbone pattern with no distance between trenches or un-drained area in excess of twenty feet, unless approved by the City. The top of the pipe shall be set no higher than two (2") inches below the top surface of the trench, and centered within the trench. Each drainage trench shall slope a minimum of one-half percent (.5%) and shall terminate to the low point (or points) of the sand bunker where drainage will be collected and exit via the outfall pipe. Drainage from the bunker floor shall continue downgrade at a greater depth, if necessary, to the edge of the sand bunker where the City has designated the drainage exiting the sand bunker.
- 3) The minimum rate of fall shall not be less than one-half percent (0.5%) at any point within the drainage trenches. At the edge of the sand bunker

where drainage exits, the perforated pipe shall connect to the existing outfall pipe. All areas of the sand bunkers are to be built with adequate drainage. No water will be permitted to stand in any portion of any bunker. This is to be accomplished by sub-grades draining to the herring-bone drainage system and exiting the bunker via the "outfall" connection point.

- 4) Prior to placement of the pea gravel blanket, the Bidder shall provide the City a record drawing (the "As-built") of the entire drainage system and clearly showing the percentages of fall. **BIDDER WILL NOT BE GRANTED APPROVAL TO INSTALL THE GRAVEL LAYER UNTIL AS-BUILT DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY CITY.** The City will visually inspect all drainage installation, with written sign-off required before Bidder is authorized to install the pea gravel layer in bunker cavity.
- 5) Installation of new drainage lines may not require flush-out lines, however, if needed and determined by the City, a flush-out line may be required for some sand bunkers. In general, flush-out lines shall extend from the top side of the main drainage line of the sand bunker and terminate to the point where it will connects to a riser and trimmed and finished as specified by the City. Single flush outs will be contained in a six (6") inch diameter irrigation valve box. When two flush outs are next to each other, the risers will be contained in a single ten (10") inch irrigation diameter valve box.

g) BUNKER LINER INSTALLATION

- 1) Bidder will not be allowed to deviate from the Better Billy Bunker ® specifications and must not cause any portion of the Better Billy Bunker ® warranty to be voided or disallowed due to construction means and methods.
- 2) **BUNKER CAVITY PREPARATION.** The Better Billy Bunker ® system must be installed in an approved bunker cavity. The area to be covered with the specified liner shall be water settled and mechanically compacted with a hand operated compacting machine to a minimum dry density of ninety-five percent (95%). Absolutely no loose soil shall remain in the bunker cavity prior to liner placement. No liner material will be placed in bunker until the City has approved the bunker shape, depth and compaction of the bunker cavity.
- 3) **GRAVEL LAYER BLANKET.** A layer of approved pea gravel (3/8"-1/4") shall be placed over the entire floor of the bunker at a depth of two (2") inches deep. This gravel shall be brought up to the edge of the bunker. Bidder will not be allowed to use any machines of any type to spread the gravel within the bunker cavity. Gravel must be spread by hand to ensure no damage occurs to the prepared cavity or bunker edges. Bidder must protect the vertical bunker edges at all times when dumping gravel along

the bunker edges. Bidder shall provide test results demonstrating the sand and gravel meets Turf Diagnostics and Design standards. This common standard is based on engineering principles that rely on the largest 15% of the sand particles "bridging" with the smallest 15% of the gravel particles. The gravel must be placed evenly and raked smooth.

- 4) ST410 POLYMER BINDER APPLICATION. The ST410 POLYMER shall be installed in accordance with the Better Billy Bunker ® specifications by a certified and trained Better Billy Bunker ® installer. Using proper pressure spray equipment, a uniform layer of ST410 POLYMER shall be applied to the gravel in the bunker at a rate 1 gallon of ST410 POLYMER per 30-35 square feet. The gravel must be dry (less than 15% as tested by a certified Better Billy Bunker ® installer at application time. The treated bunker shall be allowed to cure for approximately 24 hours prior to sand installation. NOTE: ST410 POLYMER will penetrate the gravel approximately one half to one inch (½" - 1") depth of the gravel. A sturdy pliable layer of glued gravel will be the result.
- 5) INSPECTION AND QUALITY CONTROL. After 12-24 hours, the initial ST410 POLYMER application will have cured. The Bidder will walk and inspect every square foot of each bunker at the end of the curing process. Any areas not to have received the specified rate of polymer will be marked with turf paint and re-sprayed prior to calling for a final inspection by the City. Improper application or omitting the inspection process and follow up polymer application will leave areas weak and the pea gravel loose. It is the Bidder's responsibility to inspect and maintain the highest standards when installing the Better Billy Bunker ®.

h) RE-SODING OF DISTURBED AREAS

- 1) SURFACE PREPARATION. All surfaces within the areas of disturbance shall be re-sodded, which are slicked or glazed shall be scarified, amended and smoothed by floating or hand raking prior to planting. All areas to be sodded shall be floated in two directions to eliminate water holding depressions and pockets. All lumps and soil clods shall be eliminated.
- 2) SOD QUALITY. Sod will be cut in a uniform thickness width and length. Sod shall be delivered to the job site within twenty-four (24) hours after being harvested. Any sod permitted to dry out or rot maybe rejected if, in the judgment of the City, its survival after placement is doubtful, and shall be replaced at the sole cost of the Bidder.
- 3) INSTALLATION PROCEDURES. Sod shall be placed by hand with close joints and no overlapping. All spaces between sections of sod, openings at angles, and similar gaps shall be plugged with sod. The sod shall be thoroughly watered and then tamped with an approved sod tamper or rolled sufficiently to incorporate the sod with the sod bed and insure tight

joints between the sections of strips. Rolling shall not be done to the extent that it causes excessive compaction. Any voids, openings, or crevices before and after tamping or rolling shall be filled with topsoil. Upon completion of the above work, the surface of the sodded area shall coincide with the finish grade, and shall be flush with other grassed areas.

- 4) PROTECTION OF SOD PRIOR TO HANDOVER. It will be the responsibility of the Bidder to repair any damage, to newly sodded and established grass areas, at the sole cost to the Bidder until the work area has been turned over to the City. Following the sodding operations within an area of disturbance and after the planted area(s) has been accepted by the City, the maintenance and watering of these areas will be the responsibility of the City. The Bidder accepts responsibility for repairing any damage caused by drainage problems, irrigation breaks and run-off, as result to the construction means and methods of the Bidder until the area has been accepted by the City. The Bidder will be required to repair damaged areas so the repaired area(s) match the surrounding turf conditions in terms of both plant population and quality of turf.

i) SAND PLACEMENT

- 1) After the entire bunker cavity is lined using the above procedures, sodding has been completed and written approval given, the Bidder will clean the bunker cavity with a hand blower to remove all foreign debris. Absolutely no loose soil shall remain in the bunker cavity prior to sand placement. NO SAND SHALL BE PLACED IN BUNKER UNTIL CITY HAS APPROVED THE SOD INSTALLATION, BUNKER LINING INSTALLATION AND REMOVAL OF ALL DEBRIS.
- 2) After approval by City, the sand shall be spread evenly at a compacted depth of no less than four (4") inches on slopes and no less than four (4") inches on the bottom of the bunker cavity. The Bidder will spread the sand against the bunker edges upon completing the installation of the sand in the specific bunker. The Bidder will not be allowed to use any machines of any type to spread the sand within the bunker cavity. Sand must be spread by hand to ensure no damage occurs to the prepared cavity or bunker edges. The Bidder must protect the vertical bunker edges at all times when dumping sand along the bunker edges. After spreading, all sand shall be water settled and compacted with a hand operated compaction machine. If any sand bunker has less than four (4") inches of sand, the Bidder shall be responsible for installing additional sand to meet specifications on sand depth.
- 3) The Bidder is responsible for controlling and removing any vegetative growth or contamination within sand bunkers during construction.

Section 5.02 BID FORM

a) In strict compliance with all specifications outlined herein, Bidder hereby agrees to the bid price as outlined in the Bid Form.

b) All labor, materials and equipment shall be inclusive in the bid price listed below.

BASE BID					
ITEM	DESCRIPTION	UNIT	APPROXIMATE QUANTITY	PRICE	TOTAL
1	Mobilization to and from site, general conditions and lodging	LS	1	\$	\$
2	Excavate existing bunker sand, edge and reshape	SF	31,000	\$	\$
3	Provide and install 4 inch N-12 double wall perforated pipe with gravel	LF	2,500	\$	\$
4	Provide and install 4 inch N-12 double wall solid pipe for bunker exit lines	LF	900	\$	\$
5	Sumps for bunkers	EA	8	\$	\$
6	Provide and install washed and approved 3/8 inch pea gravel at a depth of 2 inches as required by Better Billy Bunker® Specifications	SF	31,000	\$	\$
7	Provide and install Better Billy Bunker® polymer spray liner	SF	31,000	\$	\$
8	Provide and install Sureplay White Sand in bunkers and compact to a depth of 4 inches	SF	31,000	\$	\$

OPTIONAL ITEMS NOT LISTED IN BASE BID				
ITEM	DESCRIPTION	UNIT	PRICE	TOTAL
9	Preparation work	SF	\$	\$
10	Provide and install Sod	SF	\$	\$
11	Provide and install 4 inch N-12 double wall exit pipe	LF	\$	\$
12	Provide and install Heads (Toro 855, pipe and wire at 75 feet)	EA	\$	\$
13	6 inch D-12 double wall solid pipe	LF	\$	\$
14	12 inch basins	EA	\$	\$
15	Sureplay White Bunker Sand	TN	\$	\$

**BIDDERS OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To City of Burnet:

We hereby offer and agree to furnish the materials and service in compliance with all terms, conditions, specifications, and amendments in the RFP and any written exceptions listed in the deviation section outlined herein. We understand that the items in this RFP, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by City of Burnet. We acknowledge receipt of the following amendment(s): _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____ Company Name and/or DBA

_____ Address City State Zip

_____ Phone Fax

_____ Email Website

_____ Signature of Person Authorized to Sign

_____ Printed Name

_____ Title

CONTACT FOR THIS PROPOSAL:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

REFERENCES:

Bidder shall submit a list of at least three (3) references, for which Bidder has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Central Texas area references are preferred.

1. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

2. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

3. Company: _____

Company Address: _____

Contact name: _____ Phone number: _____

SUBCONTRACTORS:

1. List subcontractors and/or suppliers performing work of this project:

DEVIATION OR COMPLIANCE ACKNOWLEDGEMENT FORM

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED UNDER THIS SECTION**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

List here:

All Bidders MUST COMPLETE this section.

This form must be returned with Proposal or else the Proposal will be considered as Non-responsive.

By initialing below, Bidder acknowledges:

_____ Proposal is submitted according deviations listed above.
Initial

_____ Proposal is submitted with no deviations.
Initial

PROPOSAL RESPONSE ACKNOWLEDGEMENT FORM

By signing and submitting this Proposal, Bidder acknowledges that they have inspected the location where work is to be performed and read the specifications and are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost and if applicable delivery of services. The undersigned is authorized to bind themselves or the entity they represent to a contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____)

County of _____)

_____ (Name), being first duly sworn, deposes and says that:

- 1) He/she is _____ (Title) of _____ (Company Name), the Bidder that has submitted bid for Golf Course Bunker Renovations RFP; and
- 2) He/she is fully informed respecting the preparation and contents of the RFP and of all pertinent circumstances respecting such RFP; and
- 3) Such RFP is genuine and is not a collusive bid; and
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the RFP has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the RFP or of any other Bidder, or to fix an overhead, profit or cost element of the RFP price or the RFP price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed RFP; and
- 5) The price or prices quoted in the RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Subscribed and sworn to me this _____ day of _____, 20_____.

By: _____
Notary of Public

My commission expires: _____

ACCEPTANCE OF OFFER:

The Offer is hereby accepted for Golf Course Bunker Renovations. The Bidder is now bound to provide the services listed herein and based upon the RFP, including all terms, conditions, specifications, amendments, and the Bidder's Offer as accepted by the City of Burnet.

The Bidder has not been authorized to commence any billable work or to provide any material or service under this contract until Bidder receives a notice to proceed from the authorizing the City of Burnet official.

Countersigned:

David Vaughn, City Manager

Date

CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to HB914. For questions about these forms, please see the Texas Ethics Commission at [Conflict of Interest Form](#).

Bidder shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

City of Burnet, Mayor

- Crista Goble Bromley, Mayor

City of Burnet, City Council

- Tres Clinton
- Paul Farmer
- Joyce Laudenschlager
- Danny Lester
- Milton Phair
- Cindia Talamantez

City of Burnet, City Manager

- David Vaughn

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.