



## **REQUEST FOR PROPOSAL**

**Subject:** Street Paving

**Due:** April 19, 2018, 2:00 p.m. CST

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

**Subject Title:** Street Paving

**Date Due:** April 19, 2018    **Time Due:** 2:00 p.m. CST    **Date Issued:** March 28, 2018

**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.

March 28, 2018	Newspaper Publication Notice.
April 19, 2018	Proposals due by 2:00 p.m. CST.
April 19, 2018	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 (“RFP”) shall be on file in the Finance Department of the 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 (“Bidders”) from the Date Issued until the Due Date and Time.

**Section 1.02**

- a) Bidders are expected to examine all documents that make up this 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) All responses to this 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 of Burnet Finance Department at or before 2:00 p.m. CST on April 19, 2018. Each Proposal must be submitted in a sealed envelope clearly identified as “Request for Proposal – Street Paving” and delivered to the following person:

City of Burnet  
Connie Maxwell, Director of Budgets and Special Projects  
1001 Buchanan Drive, Suite 4  
P.O. Box 1369  
Burnet, Texas 78611  
Do Not Open – RFP Street Paving

#### Section 1.04

- 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 1.05

- 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     Connie Maxwell  
Title     Director of Budgets and Special Projects  
Phone    (512) 715-3219  
Fax       (512) 756-8560  
Email     [cmaxwell@cityofburnet.com](mailto:cmaxwell@cityofburnet.com)

Name     Jonny Simons  
Title     Assistant Public Works Director  
Phone    (512) 756-2402  
Fax       (512) 756-8560  
Email     [jsimons@cityofburnet.com](mailto:jsimons@cityofburnet.com)

#### Section 1.06

- 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 1.07

- 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 1.08

- 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 1.09

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

## Section 1.10

- a) The bid opening is scheduled to be held in the City Hall Conference Room located at 1001 Buchanan Suite 4, Burnet, Texas. 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 by emailing [kdix@cityofburnet.com](mailto: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 got 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 of Burnet, Director of Budgets and Special Projects. An Addendum will be issued, if necessary, and posted on the City website ([www.cityofburnet.com](http://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 will 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 the 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:** The 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 the City Council of the City of Burnet, Texas and shall expire upon completion of Section 5.01, (a) or September 30, 2018, whichever shall come first.

### Article III. SPECIAL CONDITIONS

#### Section 3.01 APPROVED EQUALS

- a) An Approved Equal is a request from the Bidder offering 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  
Connie Maxwell, Director of Budgets & Special Projects  
1001 Buchanan Drive, Suite 4  
P.O. Box 1369  
Burnet, Texas 78611  
Phone: (512) 715-3219  
Fax: (512) 756-8560

### Section 3.03 CONDITIONS FOR PLACEMENT

- a) The asphaltic mixture shall only be placed when the air temperature is above 50 degrees Fahrenheit and is rising. The air temperature shall be taken in the shade away from artificial heat. It is further provided that the asphaltic mixture shall be placed only when the humidity, general weather conditions, temperature and moisture conditions of the base, in the opinion of the City, are suitable.

## 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 CONTRACT

- a) Contract Definition. The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by City of Burnet, shall constitute a contract equally binding between the successful bidder and City of Burnet.
- b) Contract Agreement. Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

### Section 4.03 PREPARATION OF BIDS

- a) All information required by the bid form shall be furnished. The 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 4.04 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 Director of Budgets and Special Projects, on or before seven (7) calendar days prior to scheduled bid opening, a request for clarification. All such request 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](http://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 RFP submittal deadline.

#### Section 4.05 WITHDRAWAL OF BIDS

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

#### Section 4.06 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 4.07 INSURANCE

- a) Prior to commencing work, the successful Bidder shall furnish the City with certificates of insurance in the amounts listed below:

- i. Workers' Compensation Insurance

Amount: Statutory

- ii. Comprehensive General Liability Insurance

Amount: \$500,000 Each Occurrence

\$1,000,000 General Aggregate

- iii. Comprehensive Automobile Liability Insurance

Amount: \$500,000 Combined Single Limit

- b) The successful Bidder shall procure and maintain in force this insurance until the work under this RFP has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.



#### Section 4.08 PERFORMANCE AND PAYMENT BOND

- a) Performance and Payment Bond. Bidder must provide a performance bond and payment bond to the City Director of Budgets prior to commencement of work. The performance bond and payment bond or Letter of Credit must be in an amount equal to one hundred (100%) percent of the Total Square Yard Bid as outlined herein. The performance bond and payment bond or Letter of Credit shall be returned by the City upon completion of work contemplated in this RFP.

#### Section 4.09 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 4.10 LIQUIDATED DAMAGES

- a) In the event the Proposal herein, is accepted by the City and the Bidder breaches the contract, the Bidder shall be liable for liquidated damages as provided for herein.

#### Section 4.11 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. SPECIFICATIONS AND BID SHEETS

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

- a) In general, the work consists of paving approximately 124,875 square feet of the following:
  - i. John W. Hoover Parkway; and
  - ii. Tate Street between Hill Street and Rhomberg Street; and
  - iii. Kincheloe Street between Tate Street and Taggard Street; and
  - iv. Lewis Street between Tate Street and Hill Street.

The estimated quantities specified herein are not a guarantee of actual quantities and the City does not guarantee any particular quantity of materials to be purchased during the term of the contract.

Bidder will coordinate paving schedule with the City prior to commencement of paving work.

Complete in place paving consisting of Hot Mix Asphaltic Concrete conforming to TxDOT Item 340, Type C Hot Mix Asphaltic Concrete as indicated by TxDot's Standard Specifications (2014) meeting a minimum field compaction of 91% of the maximum specific gravity and shall include a prime coat of Emulsified Asphalt material applied in accordance with TxDOT Item 314 at a minimum rate of 0.25 gal per square yard conforming to Item No. 300.2(D), "Emulsified Asphalt" as indicated by TxDot's Standard Specifications (2014).

The General Conditions and Definitions found in the 2014 Edition of the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges shall govern this contract. The successful Bidder shall be responsible for providing all labor, tools and equipment and capable of paving a minimum of 1,000 tons per day and must be able to pave a minimum width of twelve (12) foot. Bidder shall arrange pickup and delivery of all asphalt material. The City will prepare all streets prior to pavement installation.

Bidder shall be responsible for providing traffic control ensuring the construction area and adjacent streets have appropriate safety markings and barricades to warn the general public of all work and any hazards.

Due to the volatility of the petroleum market, the successful Bidder will be allowed to request an increase in their bid price, once every three months, based on the Producer Price Index(s) for Asphalt Paving Mixtures/324121 and Crushed and Broken Limestone/212312. The City will not reasonably withhold consent if the Bidder can demonstrate a direct increase in the index(s) and/or in the cost of materials. Since the

perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider fully documented increase requests based on other cost factors. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

Except as mutually agreed upon by the City and Bidder, Bidder shall not proceed with paving without City consent. The City will provide a minimum five (5) working days' notice to contractor for pavement installation. Failure to begin work after the stated time period may result in the enforcement of liquidated damages up to \$250 per day. In the event weather conditions prohibit the ability of the Bidder to begin work within five (5) working days of notice, the Bidder may request, in writing, additional time to begin the work.

Section 5.02 BID FORM

- a) In strict compliance with all specifications outlined herein, Bidder hereby agrees to enter into a contract for the following bid price:

Item No.	Unit	Description and Unit Price in Words	Unit Price	Approximate Square Yards	Total Square Yard Bid <i>(Unit Price X Square Yards)</i>
1	SY	Complete in place 2-inch depth hot mix asphaltic concrete Type "C" with prime coat for  _____ Dollars and _____ Cents per square yard.	\$ _____	13,875	\$ _____
2	TN	Complete in place overage hot mix asphaltic concrete Type "C" for  _____ Dollars and _____ Cents	\$ _____	Unknown	\$ _____
SY = Square Yard TN = Ton					



## REFERENCES & EQUIPMENT USED

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: \_\_\_\_\_

### EQUIPMENT TO BE USED:

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## DEVIATION OR COMPLIANCE ACKNOWLEDGEMENT

**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:

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**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

By signing and submitting this Proposal, Bidder acknowledges that they have inspected the specifications, 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 Street Paving 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 \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Notary of Public

My commission expires: \_\_\_\_\_



## ACCEPTANCE OF OFFER

The Offer is hereby accepted for street paving. The Bidder is now bound to sell the services listed herein and based upon the RFP, including all terms, conditions, specifications, amendments, and the Bidder's Offer as accepted by 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 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.)	Requestor'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.

<b>Sign Here</b>	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.