

FUSION GOLF LTD BID PROPOSAL FOR:
City of Deer Park Battleground Golf Course Bunker Repairs

ID# 3918-20

City of Deer Park, Texas
Office of the City Secretary, City Hall
710 E. San Augustine Street
Deer Park, Texas 77536

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Deer Park, Texas

FOR: GOLF COURSE BUNKER REPLACEMENT PROJECT

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidder, Specifications, and the Plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees that he will provide necessary labor, superintendence, machinery, tools and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner described therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or in behalf of any undisclosed persons or interest other than sole Bidder by submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firm to submit a farce or sham bid for obtaining advantage over any other bidder that is submitting a bid.

The City shall have the right to award any bid or part thereof which in the opinion of the City Council is most advantageous to the City.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in evaluating bids.

The following schedule of bid items shall be completed.

To: Honorable Mayor and City Council
City of Deer Park, Texas

For: GOLF COURSE BUNKER REPLACEMENT PROJECT

BID

Bid Item No.	Quantity	Unit	Bid Item Description and Unit Price Written in Words	Amount Bid
1.	1	Lump Sum	General Conditions/Mobilization As per drawings and technical specifications thirteen thousand seven hundred dollars and zero cents	\$ 13,700.00
2.	29,600	SF	Demo existing bunker contents ten thousand one hundred thirty eight dollars and zero cents	\$ 10,138.00
3.	29,600	SF	Rough grade and compact bunker area sixteen thousand two hundred twenty two dollars and eighty cents	\$ 16,220.80

Bid Item No.	Quantity	Unit	Bid Item Description and Unit Price Written in Words	Amount Bid
4.	29,600	SF	Finish, shape, and edge bunker area and surrounds sixteen thousand two hundred twenty two dollars and eighty cents	\$ 16,220.80
5.	2072	LF	4' drain tile installation. Includes excavation, pipe, and gravel ten thousand one hundred eleven dollars and thirty six cents	\$ 10,111.36
6.	29,600	SF	Install ZLINE bunker liner (or approved equal) twenty six thousand three hundred fifty eight dollars and eighty cents	\$ 26,358.80
7.	29,600	SF	Install ZLINE (or approved equal) Hliner system straightline/flatline material thirty three thousand eight hundred eighty nine dollars and four cents	\$ 33,889.04
8.	560	TN	Transport and installation of 4" of bunker sand sixteen thousand one hundred eleven dollars and twenty cents	\$ 16,111.20

Bid Item No.	Quantity	Unit	Bid Item Description and Unit Price Written in Words	Amount Bid
9.	560	TN	Bunker Sand (Houston Local)	
			nineteen thousand one hundred seventy four dollars and forty cents	\$ 19,174.40
10.	8000	SF	419 Sod and installation (Block and mini rolls, per standard installation practice)	
			three thousand four hundred fifty five dollars and twenty cents	\$ 3,455.20
11.	1	LS	Repair and cleanup of damaged area during construction	
			three thousand four hundred twenty five dollars and zero cents	\$ 3,425.00

Bid Total 1 -11:

\$ 168,804.60
 one hundred sixty eight thousand eight hundred and four dollars and sixty cents

The undersigned bidder agrees to commence work within ten (10) days after the date of written notice to commence work. The work will be substantially completed in sixty (60) calendar days subject to the extensions of time as are provided by the General Conditions of the Contract.


Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work contemplated in this Project is not completed within the time specified plus any extensions allowed in change orders granted pursuant to the General Conditions. Owner and Contractor recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work to be completed in the Project is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Two Hundred Fifty Dollars (\$150.00) per calendar day for each day that expires after the time specified herein for completion of the work.

Enclosed with this proposal is a cashier's or certified check for _____ (\$ _____) Dollars, or a bid bond in the sum of 100% of Bid Sum (\$ 16,880.48) Dollars, which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within thirty (30) days after the date advertised for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under the conditions hereof, within fifteen (15) days after the said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon demand.

The undersigned hereby declares that he has visited the site and has carefully examined the contract documents relative to the work covered by the above bid.

The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in triplicate as correct and final this 28th day of December, 2020.

Signed:



Officer

Company:

FUSION GOLF LTD

Address:

19901 Southwest Freeway
Sugarland, TX 77479

Phone:

281-570-2810

Fax:

281-845-7118

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Fusion Golf Ltd

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

NONE

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

NONE

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

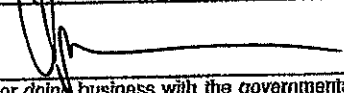
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NONE

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

12/28/2020

Date



PHILADELPHIA
INSURANCE COMPANIES

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Fusion Golf LTD

of 19901 Southwest Freeway, Sugarland, TX 77479

(hereinafter called the Principal), and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Deer Park

of 710 E. San Augustine St., Deer Park, TX 77536

(hereinafter called the Oblige) in the penal sum of

Ten Percent of the Total Amount Bid

Dollars \$ 10% lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated December 30, 2020 for

Golf Course Bunker Replacement Project; City Job No. 3918-20

NOW, THEREFORE, if the Oblige shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Oblige in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Oblige against any loss the Oblige may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: December 8, 2020

Fusion Golf LTD
(Principal)

By: 

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: 

David F. Druml

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint David F. Druml or Horace A. Nabers III of Druml Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

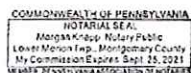
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knopp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of Dec, 20 20.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of San Mateo

On 12/8/2020 before me, Horace Alexander Nabers

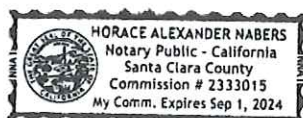
Date

Here Insert Name and Title of the Officer

personally appeared David F. Druml

Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

STATEMENT OF BIDDERS'S QUALIFICATIONS

1. Name of Bidder: Fusion Golf LTD
2. Permanent main office address: 19901 Southwest Freeway, Sugarland, TX 77479
3. Point of Contact: Casey Jones, 702-845-6750
4. Federal I.D. number: 27-4875354
5. When organized : 2/2011
6. If a corporation, where incorporated: n/a
7. How many years you have been engaged in the contracting business: 30 years
8. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.):
 - a. Sweetwater CC – \$ 750,000 Completion scheduled 6/15/2021
 - b. The Bridges CC - \$75,000 Completion scheduled 3/30/2021
 - c. Duran CC - \$125,000 Completion scheduled 6/1/2021
9. General character of work performed by your company as a prime contractor: Specialty - Golf Course Construction
10. Have you ever failed to complete any work awarded to you? If so, where and why? No
11. Have you ever defaulted on a contract? If so, when, where, and why? No
12. List the more important project recently completed by your company, stating the approximate cost for each, and the month and year completed:
 - a. Southwyck GC- Pearland, TX completed 11/2020
 - b. Brookside CC- Canton Ohio \$75,000, completed 11/2019
 - c. Brierwood CC- Buffalo NY \$110,000 completed 12/2020
 - d. Ridgeview Ranch GC- Dallas, TX \$225,000 completed 9/30/2020
13. List your major equipment available for this contract:
 - a. CAT 305 Mini Excavator
 - b. CAT 304 Mini Excavator,
 - c. 2- CAT 259 Tracked skid steer,
 - d. 2- Kubota 5040 tractors,
 - e. Kubota kv75 tracked skid steer,
 - f. 2- New Holland TC45 tractor,
 - g. 4 - Pronovost dump trailers,
 - h. 4 Toro Workman.
14. List experience in construction work similar in importance to this Project:
 - a. 30 Years of industry experience spans from mass excavation to seeding and grow in. Have been involved in golf course construction since 1989, began contracting in 1997, have been involved and responsible for multimillion-dollar projects worldwide and several championship golf courses such as Oakmont Country Club and Pebble Beach.
15. Names and background with experience of the principal members of your organization, including the officers:

Casey Jones - International Operations Manager

 - a. Began in golf maintenance 1986-89
 - b. Began golf construction 1989 - 1997, equipment operator, shaper, finish work, project Supervisor
 - c. Formed Jones Shaping Enterprises 1997 – 2011. Began Contracting international and domestic projects.

STATEMENT OF BIDDERS'S QUALIFICATIONS

- d. 2011 formed Fusion Golf LTD and focused on USA based projects.
16. Credit available: \$350,000.00
17. Bank Reference: Brian Gerlash, Chase Bank, 19240 W Lake Houston Pkwy, Humble, TX 77346, ph: 281-812-2146 fax: 281-274-9818
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
19. Experience in construction work of this type project: Prime Contractor, minimum three (3) years' experience required in this type of project:
Relevant Project Experience of this type through the past 5 years installing ZLINE Materials
- a. Sweetwater Country Club; 18 Hole Bunker Renovation- \$900,000
 - b. Seneca Golf Course 2017; Terry Baller: 9-hole renovation - \$920,000.00
 - c. Pecan Grove Country Club; 9-hole Renovation - \$1.6 Mil
 - d. Sonterra Country Club 2016; Bunker Renovation Project - \$750,000.00
 - e. Fairlawn CC 2015; Terry Baller; Practice facility and driving range - \$600,000.00
20. List all projects, and status, currently under contract with the Owner: None
21. List all projects performed for the Owner and year performed: None
22. List all subcontractors and suppliers that will work on this Project: Sunbelt Rentals, Ewing Irrigation, Zline Bunker Systems, King Ranch Turf Grass.
23. Describe proposed construction procedures, scheduling, equipment, personnel, hauling and disposal site of material for this Project

Construction Activity

- a. Mobilization
- b. Bunker Demo, stockpiling of old bunker sand
- c. Rough Shaping
- d. Finish shaping/ edging and floor shaping, compaction
- e. Drainage Installation
- f. Bunker Liner Installation
- g. Bunker Sand installation
- h. Sod installation
- i. Sign off and approval from architect and club.
- j. Punch List; Self Performed
- k. Demobilize.

Key Personnel

- Casey Jones – Manager; Project Management, Shaping, Finish work, operator
- Pedro Rubio – Project Manager
- Manuel Manriquez –Shaper, irrigation, drainage, finish work
- Humberto Leon – Forman, shaper, finish work, drainage
- Santana Torres – Bunker liner Crew Forman

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

STATEMENT OF BIDDERS'S QUALIFICATIONS

Dated this 27 th day of Decemeber, 2020.

Casey Jones

Name and Signature of Bidder

State of Texas

County of Montgomery

Casey Jones being duly sworn deposes and says that he is

International Operations Manager

of Fusion Golf LTD

(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 28 day of December, 2020.

Jordan Ann Forgea

Notary Public

My commission expires 07-16, 2023.

