

City of Fayetteville Staff Review Form

2022-0191

Legistar File ID

3/15/2022

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

2/24/2022

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #22-24 and approving a construction contract with Tank Pro, Inc. in the amount of \$788,066.00 for painting and rehabilitation of the 1-million-gallon Markham Elevated Water Storage Tank, and approving a project contingency in the amount of \$157,613.20.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

14010.1

Water Tank Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,210,768.00

Funds Obligated \$ 63,859.51

Current Balance \$ 2,146,908.49

Does item have a cost? Yes

Item Cost \$ 945,679.20

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 1,201,229.29

V20210527

Purchase Order Number: \_\_\_\_\_

Previous Ordinance or Resolution # \_\_\_\_\_

Change Order Number: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:



**MEETING OF MARCH 15, 2022**

**TO:** Mayor and City Council

**THRU:** Susan Norton, Chief of Staff  
Tim Nyander, Utilities Director

**FROM:** Corey Granderson, Utilities Engineer

**DATE:** February 23, 2022

**SUBJECT:** **Bid #22-24, Tank Pro, Inc. – Construction Contract for Markham Elevated Water Storage Tank Rehabilitation**

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**RECOMMENDATION:**

Staff recommends awarding Bid #22-24 and approving a construction contract with Tank Pro, Inc. in the amount of \$788,066.00 for painting and rehabilitation of the 1-million-gallon Markham Elevated Water Storage Tank, and approving a contingency in the amount of \$157,613.20.

**BACKGROUND:**

On February 22, 2022 the City of Fayetteville accepted sealed competitive bids for the Markham Water Tank Rehab project. Tank Pro, Inc. submitted the lowest bid. All bids are shown here:

<i>Tank Pro, Inc.</i>	<i>\$788,066.00</i>
Utility Service Co, Inc.	\$824,600.00
Dixie Painting & Sandblasting, Inc.	\$830,200.00
Maguire Iron, Inc.	\$899,700.00
Classic Protective Coatings, Inc.	\$976,950.00
Worldwide Industries Corp.	\$1,102,600.00
Currens Construction Services, Inc.	\$1,198,000.00
Viking Painting, LLC	\$1,381,800.00

**DISCUSSION:**

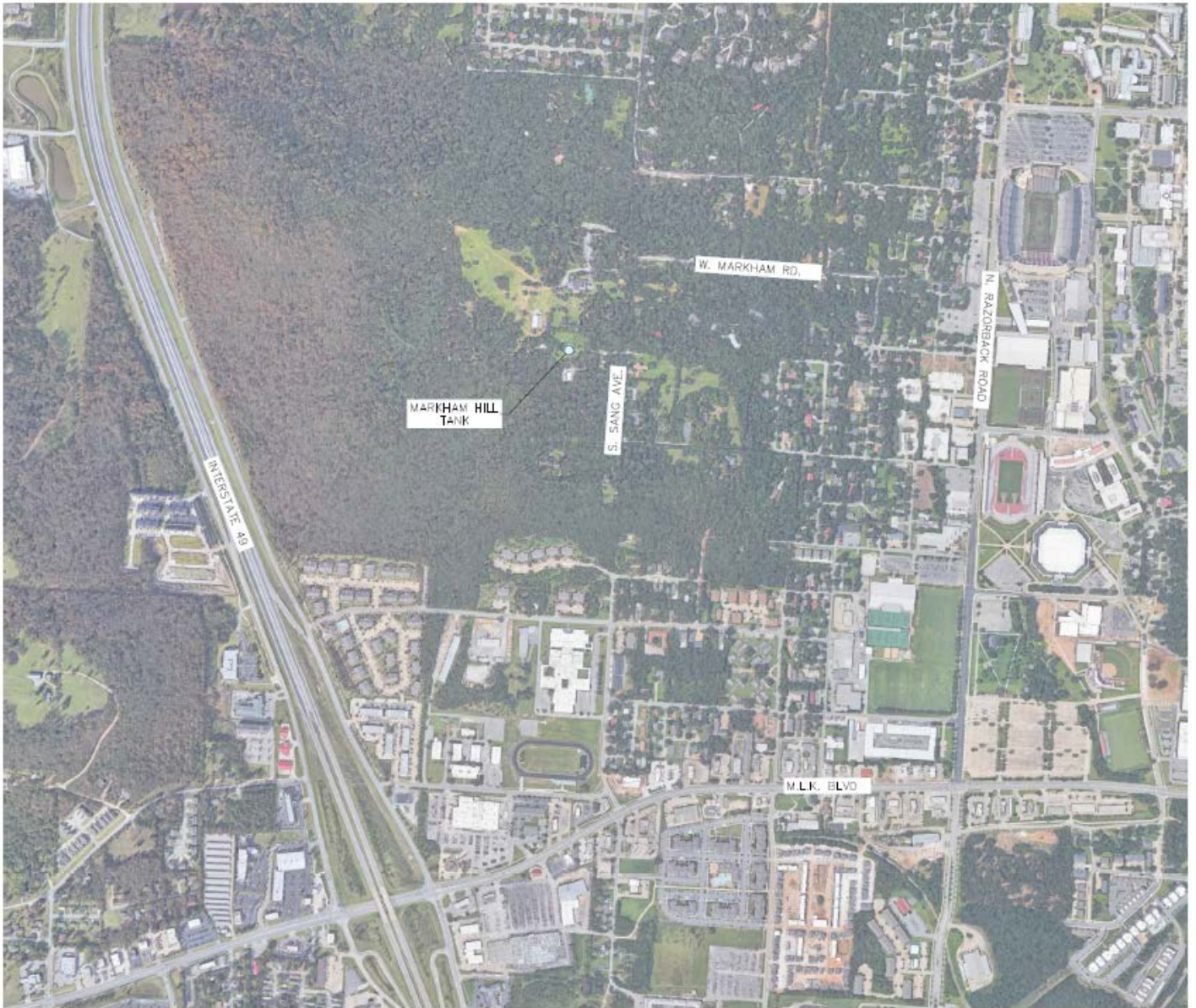
This project will remove and replace the interior and exterior coatings on the 1-million-gallon Markham Water Tank. While the coating systems are removed, upgrades to safety climbing systems will be made to align with modern standards. Tank mixing will be added to improve circulation by the use of an active mixer placed inside the tank.

**BUDGET/STAFF IMPACT:**

Funds are available for this project in the Water Tank Improvements account.

**Attachments:**

Project Vicinity Map  
Certified Bid Tab, Bid #22-24  
Engineer's Letter of Recommendation



VICINITY MAP





February 23, 2022

City of Fayetteville, Arkansas  
Fayetteville Water & Sewer Operations  
Attn: Mr. Corey Granderson, Utilities Engineer  
113 W. Mountain Street  
Fayetteville, Arkansas 72701

Re: Recommendation of Award  
Markham Tank Rehabilitation  
Fayetteville, Arkansas  
Olsson Project 021-04416

Mr. Granderson:

Bids for the above referenced project were received and opened on February 22, 2022. A total of eight (8) bids were submitted and have been reviewed. The bid totals received are shown below:

Tank Pro, Inc	\$788,066.00
Utility Service Co., Inc.	\$824,600.00
Dixie Painting& Sandblasting, Inc.	\$830,200.00
Maguire Iron, Inc.	\$899,700.00
Classic Protective Coatings, Inc.	\$976,950.00
Worldwide Industries Corp.	\$1,102,600.00
Currens Construction Services, LLC	\$1,198,000.00
Viking Industrial Painting, LLC	\$1,381,800.00

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Tank Pro, Inc., in the contract amount of \$788,066.00. Tank Pro, Inc. is based out of Northport, Alabama and has been around for 30 years. Based on their experience and our conversations with their references, we believe them to be qualified for this project.

While we have no way of verifying the present financial condition of Tank Pro, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed of construction.

The contract documents require substantial completion of the project within 180 days and full completion and ready for final payment within 210 calendar days from the date of the issuance



of the Notice to Proceed. Upon your approval, we will commence with the processing of the agreement for the project.

Please do not hesitate to call with any questions, comments, or if further information or documentation is required.

Cordially,

A handwritten signature in blue ink that reads "Chris Dougherty". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Chris Dougherty, P.E.  
Senior Engineer

Cc: Mr. Jonathan Smith, Senior Purchasing Agent, City of Fayetteville





**BID TABULATION**  
**BID 22-24, CONSTRUCTION - MARKHAM WATER TANK REHABILITATION**  
**DEADLINE: TUESDAY, FEBRUARY 22, 2022 BEFORE 2 PM, LOCAL TIME**

CERIFICATION OF FUNDS		
Certified Funds	\$	1,100,000.00
25% Additional Allowance Allowed Per State Law	\$	275,000.00
Maximum Award Amount	\$	1,375,000.00

SUMMARY OF ALL BID SCHEDULES								
	Alabama (Tank Pro, Inc.)	Utility Service Co, Inc.	Dixie Painting & Sandblasting, Inc.	Maguire Iron, Inc.	Classic Protective Coating, Inc.	Worldwide Industries Corp.	Currens Construction Services, LLC	Viking Painting, LLC
<b>TOTAL BASE BID</b>	<b>\$788,066.00</b>	<b>\$824,600.00</b>	<b>\$830,200.00</b>	<b>\$899,700.00</b>	<b>\$976,950.00</b>	<b>\$1,102,600.00</b>	<b>\$1,198,000.00</b>	<b>\$1,381,800.00</b>

Line	Description	UOM	QTY	Alabama	Utility Service Co, Inc.	Dixie Painting & Sandblasting, Inc.	Maguire Iron, Inc.	Classic Protective Coatings, Inc.	Worldwide Industries Corp.	Currens Construction Services, LLC	Viking Painting, LLC
1	Existing Tank Rehabilitation	Lump Sum	1	\$782,066.00	\$816,400.00	\$791,200.00	\$894,700.00	\$972,950.00	\$1,074,000.00	\$1,178,500.00	\$1,372,000.00
2	Sediment and Erosion Controls	Lump Sum	1	\$4,500.00	\$6,400.00	\$4,000.00	\$2,500.00	\$2,000.00	\$5,000.00	\$11,000.00	\$5,100.00
3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly.	Lump Sum	1	\$1,500.00	\$1,800.00	\$35,000.00	\$2,500.00	\$2,000.00	\$23,600.00	\$8,500.00	\$4,700.00
<b>Total</b>				<b>\$788,066.00</b>	<b>\$824,600.00</b>	<b>\$830,200.00</b>	<b>\$899,700.00</b>	<b>\$976,950.00</b>	<b>\$1,102,600.00</b>	<b>\$1,198,000.00</b>	<b>\$1,381,800.00</b>

# Jonathan Smith

Jonathan Smith, Senior Purchasing Agent

Digitally signed by Andrea Foren  
 Date: 2022.02.24 13:16:08 -06'00'

Andrea Foren, Purchasing Manager

Digitally signed by Jonathan Smith  
 Date: 2022.02.24 10:31:28 -06'00'

Date

Date

SECTION 00 52 00 – AGREEMENT

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Contract Name/Title: **MARKHAM WATER TANK REHABILITATION – 1 MG ELEVATED STORAGE TANK**

Contract No.: 22-24, Construction

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ by and between The City of Fayetteville, Arkansas and \_\_\_\_\_ Tank Pro, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:

Painting of interior and exterior of the elevated water storage tank.

Installation of new active mixing system.

Safety, access, and structural improvements.

- 1.2 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00 41 43-Bid Form for quantities.
- 1.3 Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.4 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.5 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

## ARTICLE 2 - ENGINEER

- 2.1 The Contract Documents have been prepared by Olsson (Engineer) for the City of Fayetteville. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.

## ARTICLE 3 - CONTRACT TIME

### 3.1 TIME OF THE ESSENCE

- A. All time limits for milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 3.2 DATES FOR COMPLETION AND FINAL PAYMENT

- A. The Work shall be substantially completed within 120 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 150 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

### 3.3 LIQUIDATED DAMAGES

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.2 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.2 for completion and readiness for final payment



or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

#### ARTICLE 4 - CONTRACT PRICE

- 4.1 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.2 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.3 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

#### ARTICLE 5 - PAYMENT PROCEDURES

- 5.1 SUBMITTAL AND PROCESSING OF PAYMENTS
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

## 5.2 PROGRESS PAYMENTS, RETAINAGE

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

B. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

## ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.1 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
  - B. Contractor has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  - D. Contractor has carefully studied all:
    - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
    - 2. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
  - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
  - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of

the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 7 - CONTRACT DOCUMENTS

### 7.1 CONTENTS

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in this Agreement and in the GENERAL CONDITIONS:
  - 1. This Agreement.
  - 2. Exhibits to this Agreement (enumerated as follows):
    - a. Notice to Proceed.
    - b. Contractor's Bid.
    - c. Documentation submitted by Contractor prior to Notice of Award.
  - 3. Performance, Payment, and other Bonds.

- a. The Performance and Payment Bond shall be one hundred percent (100%).
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title: Markham Hill Water Tank Rehabilitation.
8. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

## ARTICLE 8 - MISCELLANEOUS

### 8.1 TERMS

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

### 8.2 ASSIGNMENT OF CONTRACT

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 8.3 SUCCESSORS AND ASSIGNS

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 8.4 SEVERABILITY

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 8.5 FREEDOM OF INFORMATION ACT

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

### 8.6 LIENS

- A. No liens against this construction project are allowed. Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics of materialmen's liens in relation to this public construction project. Arkansas law requires, and the Contractor promises to provide a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement and copies have been provided to the Contractor and the City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.


This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_, which is the Effective Date of the Agreement.

CONTRACTOR: Tank Pro, Inc.

CITY OF FAYETTEVILLE

By: Phillip Stearman  
(Type or legibly print)

By: Lioneld Jordan  
(Type or legibly print)

  
(Signature)

\_\_\_\_\_  
(Signature)

Title: President

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.



(SEAL)

(SEAL)

Attest 

Attest \_\_\_\_\_

Address for giving notices

5500 Watermelon Road

Northport, AL 35473

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0395130622

Agent for Service of process

5500 Watermelon Road  
Northport, AL 35473

(Type or legibly print)

  
(Signature) Phillip Stearman, President

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity

Approved as to Form:

or LLC, attach evidence of authority to  
sign.)

By: \_\_\_\_\_

Attorney For: \_\_\_\_\_

END OF SECTION 00 52 00

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STATE OF ALABAMA)

TUSCALOOSA COUNTY)

### RESOLUTION

BE IT RESOLVED that Phillip Stearman, President is hereby authorized, empowered and directed to execute for and on behalf of Tank Pro, Inc., a corporation, all bid and contract documents necessary to legally bind Tank Pro, Inc. into an agreement with the projects Owner.

TANK PRO, INC.

  
\_\_\_\_\_  
By: Phillip Stearman  
Its: President

TANK PRO, INC.

\_\_\_\_\_  
By:  
Its:

I, Phillip Stearman, as President of Tank Pro, Inc. do hereby certify that the above Resolution was duly proposed, adopted and resolved, during a special meeting of Tank Pro, Inc., a corporation, on this the 16th day of August, 2007.

  
\_\_\_\_\_  
SECRETARY

Tank Pro, Inc., 5500 Watermelon Road, Northport, AL 35473  
State of Incorporation: Alabama

STATE OF ALABAMA                   §  
  § ss.  
TUSCALOOSA COUNTY               §

**ARTICLES OF INCORPORATION  
OF  
TANK PRO, INC.**

KNOW ALL PERSONS BY THESE PRESENTS,

That I, Phillip C. Stearman, the undersigned incorporator, for the purpose of forming a corporation pursuant to the provisions of title 10, chapter 2B, *Code of Alabama* (1975), as in effect from time to time ("Alabama Business Corporation Act"), do hereby adopt these articles of incorporation, the same to constitute a charter for carrying on the business hereinafter specified.

**SECTION 1. NAME OF CORPORATION**

The name of the corporation shall be Tank Pro, Inc.

**SECTION 2. PURPOSES**

The nature of the business and the purposes for which the corporation is formed shall be as follows:

**SECTION 2.1 Specific Purpose**

To clean, sandblast, paint, and otherwise repair or maintain any and all types of water tanks.

**SECTION 2.2 General Purposes**

SECTION 2.2.1 To do all things necessary, desirable, or expedient in the operation, management, and conduct of the aforesaid business.

SECTION 2.2.2 To guarantee, act as surety for, endorse, and act as accommodation maker for any debt of the shareholders of the corporation, subsidiaries of the corporation (regardless of the percentage of ownership held by the corporation), corporations the stock of which is owned by a shareholder of the corporation (regardless of the percentage of ownership held by such shareholder), and any other persons,

regardless of the presence or adequacy of the consideration to be received by the corporation for so doing or the presence or adequacy of any direct or indirect benefit to the corporation, upon a vote of a majority of the board of directors of the corporation. "Debt" includes liquidated and unliquidated amounts, amounts arising *ex contractu* and *ex delicto*, and amounts fixed or contingent and matured or unmatured, whether new, pre-existing, renewed, or extended, regardless of the terms thereof. .

SECTION 2.2.3 To transact all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act.

### SECTION 3. REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation shall be 5500 Watermelon Road, Northport, Alabama 35473, and the initial registered agent at such address shall be Phillip C. Stearman.

### SECTION 4. DURATION

The duration of the corporation shall be perpetual unless the corporation is dissolved by law or otherwise terminated.

### SECTION 5. SHARES

The corporation shall be authorized to issue 5,000 common shares having a par value of \$1.00 each.

### SECTION 6. INCORPORATOR

The name and address of the incorporator is as follows:

NAME

ADDRESS

Phillip C. Stearman

5500 Watermelon Road  
Northport, AL 35473

### SECTION 7. DIRECTOR

The initial board of directors shall consist of one director, and such number thereafter as may be fixed by the bylaws. The name and address of the person who is to

serve as director until the first meeting of the shareholders, or until his successors are elected and qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Phillip C. Stearman	5500 Watermelon Road Northport, AL 35473

#### **SECTION 8. VOTING**

At any meeting of the shareholders of the corporation, a shareholder of record shall be entitled to one vote for each share standing in his or her name. Shares may be voted by the shareholders either in person or by proxy.

#### **SECTION 9. PREEMPTIVE RIGHTS**

Each shareholder shall have a preemptive right to purchase additional or treasury shares of the corporation under section 10-2B-6.30 of the Alabama Business Corporation Act.

#### **SECTION 10. MANAGEMENT**

The business and affairs of the corporation shall be managed and conducted in accordance with the bylaws of the corporation.

#### **SECTION 11. VACANCIES**

The board of directors may fill any vacancy on the board, including those vacancies resulting from an increase in the number of directors.

#### **SECTION 12. SHARES NONASSESSABLE**

The shares of the corporation, when fully paid for in accordance with the subscription therefor, shall be fully paid and nonassessable; and in no case shall any shareholder be liable other than for the unpaid shares subscribed for by him.

#### **SECTION 13. LIEN ON SHARES**

The corporation shall have a lien on the shares of a shareholder for any debt or liability owed to it by him before a notice of transfer or levy on such shares is received by



the corporation. The corporation shall have such rights with respect to this lien as are conferred by the laws of the State of Alabama.

#### **SECTION 14. AMENDMENTS**

The corporation reserves the right to amend or repeal any provision of these articles of incorporation in the manner provided by law; and all rights conferred upon the officers, directors, and shareholders of the corporation are granted subject to this reservation.

#### **SECTION 15. SHAREHOLDER EXPECTATIONS**

The shareholders each, by virtue of their acceptance of shares of the corporation, stipulate and agree that their expectations regarding their share of corporate profits, right to continue as a shareholder, right to wages, and the like shall be as defined by the articles of incorporation, bylaws, and any shares redemption, buy-sell, or similar agreement respecting shares ownership and that no person shall have any rights respecting the same other than as expressly set forth in such documents or in the Alabama Business Corporation Act, as modified. In particular, but without limitation, no shareholder shall have any right to continued employment by the corporation, but each shareholder shall be employed at will. The salary and bonuses of each shareholder, if any, shall be as set by the board of directors. No shareholder shall have any right to receive dividends, except as may from time to time be provided to the contrary in such documents, and no shareholder shall have any right to control the management of the corporation except as set forth in such documents. No shareholder shall have a greater right to salary or bonuses or continued employment by virtue of being a shareholder than any non-shareholder.

#### **SECTION 16. CORPORATION'S ATTORNEY**

Each party understands and acknowledges that the corporation's counsel, Tanner & Guin, LLC, prepared these articles of incorporation on behalf of and in the course of its representation of the corporation, as directed by its officers and board of directors and as follows:

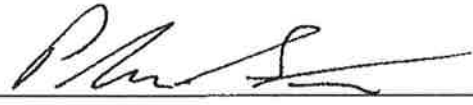
Each shareholder has been advised that a conflict of interest may exist between such shareholder's interests and those of the corporation.

Such shareholder has been advised by the corporation's counsel that it may be in his or her best interests to seek the advice of independent counsel.

Such shareholder has had the opportunity to seek the advice of independent counsel.

Each shareholder acknowledges that Tanner & Guin, LLC, is representing the corporation and not them on an individual basis.

IN WITNESS WHEREOF, I, the said incorporator, have hereunto set my hand on this the 29<sup>th</sup> day of May, 2002.

  
Phillip C. Stearman

THIS INSTRUMENT PREPARED BY:

TANNER & GUIN, LLC  
Counselors at Law  
Capitol Park Center  
2711 University Boulevard (35401)  
P. O. Box 3206  
Tuscaloosa, Alabama 35403  
Telephone: (205) 633-0200  
Facsimile: (205) 633-0290  
[www.tannerguin.com](http://www.tannerguin.com)

2002 1820  
Filed in the Above  
INCORPORATION Book & Page  
06-03-2002 01:56:41 PM  
W. Hardy McCollum - Probate Judge  
Tuscaloosa County, Alabama  
Book/Pg: 2002/1816  
Term/Cashier: SCANI / PatsyV  
Tran: 3529.283565.311057  
Recorded: 06-03-2002 13:57:19  
INC Incorporations 50.00  
PIF Probate Judge Fee 2.00  
Total Fees: \$ 52.00



**Arkansas Secretary of State  
John Thurston**

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

**Certificate of Good Standing**

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

**TANK PRO, INC.**

formed under the laws of the state of Alabama, and authorized to transact business in the State of Arkansas as a Foreign For Profit Corporation, was granted a Application for Certificate of Authority by this office July 23, 2021.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



**In Testimony Whereof**, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 26th day of July 2021.

  
John Thurston

Secretary of State

Online Certificate Authorization Code: bddc8a0a488161b

To verify the Authorization Code, visit [sos.arkansas.gov](http://sos.arkansas.gov)

*State of Arkansas*  
**Commercial Contractors Licensing Board**

TANK PRO, INC  
5500 WATERMELON RD  
NORTHPORT, AL 35473

TANK PRO, INC

**This is to Certify That**

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Above Ground Tanks  
Painting, Wallcovering  
Sandblasting, Hydroblasting, Dry Ice Blasting  
Scaffolding  
Special Coatings or Applications, Caulking, Waterproofing  
Steel, Alloy, Ornamental, Metal Fabrication, Welding

**This contractor has an unlimited suggested bid limit.**

**from** July 9, 2021 **until** June 30, 2022 **when this Certificate expires.**

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



A handwritten signature in black ink, appearing to read 'Mell HA', written over a horizontal line.

**CHAIRMAN**

A handwritten signature in black ink, appearing to read 'Ray [unclear]', written over a horizontal line.

**SECRETARY**

July 9, 2021 - dsa



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

## **Bid 22-24 Addendum 3**

**Alabama**

**Alabama**

## **Supplier Response**

### **Event Information**

Number: Bid 22-24 Addendum 3  
Title: Bid 22-24, Construction - Markham Water Tank Rehabilitation  
Type: Invitation to Bid  
Issue Date: 1/23/2022  
Deadline: 2/22/2022 02:00 PM (CT)  
Notes: The City of Fayetteville is accepting bids from properly licensed firms for the rehabilitation to an existing 1 million-gallon water town located on top of Markham Hill. Rehabilitation work includes painting of the interior and exterior of the tank; furnishing and installing a new active mixing system; constructing overflow modifications, access and safety improvements, and structural improvements. Work shall include all items as set out in the drawings and specifications for a complete installation. Questions should be addressed to Jonathan Smith, Purchasing Agent at [jonsmith@fayetteville-ar.gov](mailto:jonsmith@fayetteville-ar.gov) or by calling (479) 575-8220.

### **Contact Information**

Contact: Jonathan Smith  
Address: Purchasing  
Room 306  
City Hall  
113 West Mountain Street - Room 306  
Fayetteville, AR 72701  
Phone: (479) 575-8220  
Email: [jonsmith@fayetteville-ar.gov](mailto:jonsmith@fayetteville-ar.gov)

## Alabama Information

Contact: Angie Cheek  
Address: 5500 Watermelon Road  
Northport, AL 35473  
Phone: (205) 861-0064  
Fax: (205) 750-0464  
Email: angie@tankproinc.com  
Web Address: tankproinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Phillip Stearman

Signature

Submitted at 2/22/2022 11:56:12 AM

phillip@tankproinc.com

Email

## Requested Attachments

### Bid 22-24, Required Signature Forms

Tank Pro Inc Bid Pages.pdf

Please sign and attached the required signature forms. These forms can be found in the Project Manual.

### Bid 22-24, Bid Bond

Tank Pro Inc. Bid Bond.pdf

Please attach a SIGNED copy of your bid bond.

## Bid Attributes

### 1 Bid 22-24, Arkansas Contractor's License Number

Please provide your Arkansas Contractors License Number.

0395130622

### 2 Bid 22-24, Arkansas Secretary of State Filing Number

Please provide your Arkansas Secretary of State Filing Number.

811321218

### 3 Bid 22-24, Company Point of Contact

Please provide us with a company phone number and email address.

205-750-0444 phillip@tankproinc.com

### 4 Bid 22-24, Arkansas Code Annotated §25-1-503

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

Agree and Certify

## Bid Lines

1	Existing Tank Rehabilitation
Quantity: <u>  1  </u> UOM: <u>Lump Sum</u> Price: <input type="text" value="\$782,066.00"/> Total: <input type="text" value="\$782,066.00"/>	
Item Notes: This line includes the total cost of the existing tank rehabilitation.	
2	Sediment and Erosion Controls
Quantity: <u>  1  </u> UOM: <u>Lump Sum</u> Price: <input type="text" value="\$4,500.00"/> Total: <input type="text" value="\$4,500.00"/>	
Item Notes: This line is for all cost associated with sediment and erosion controls.	
3	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly.
Quantity: <u>  1  </u> UOM: <u>Lump Sum</u> Price: <input type="text" value="\$1,500.00"/> Total: <input type="text" value="\$1,500.00"/>	

**Response Total: \$788,066.00**



SECTION 00 41 43 - BID FORM

Contract Name: MARKHAM HILL WATER TANK REHABILITATION – 1 MG ELEVATED  
STORAGE TANK

Owner: FAYETTEVILLE WATER & SEWER, CITY OF FAYETTEVILLE, ARKANSAS

City of Fayetteville Bid Number: 22-24, Construction

OLSSON PROJECT NO. 021-04416

Dated: February 22, 2022

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Article 5 - Basis of Bid .....	3
Article 6 - Time of Completion .....	5
Article 7 - Attachments to this Bid.....	5
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## ARTICLE 1 – BID RECIPIENT

- 1.1 This Bid is submitted to:

**City of Fayetteville, AR**  
**113 West Mountain Street**  
**Fayetteville, Arkansas 72701**

- 1.2 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.1 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.2 The Successful Bidder will sign and submit the Contract Agreement and other documents required by the bidding requirements within 30 days after the date of Owner's Notice of Award.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.1 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<b><u>Addendum No.</u></b>	<b><u>Addendum, Date</u></b>
<u>Addendum No. 1</u>	<u>February 7, 2022</u>
<u>Addendum No. 2</u>	<u>February 8, 2022</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all:
1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or

- subsurface structures at or adjacent to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and
2. reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.
  - F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
  - G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.1 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.1.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.1 Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejections.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s) (Bid Form on page 4):

REFER TO THE CITY'S ELECTRONIC BIDDING PLATFORM TO SUBMIT BID PRICING ELECTRONICALLY.

CONTACT THE CITY PURCHASING DIVISION TO SUBMIT A PHYSICAL SEALED BID (APPOINTMENT REQUIRED).

**BID FORM**

Markham Hill Water Tank Rehabilitation - 1 MG Elevated Storage Tank City of Fayetteville, Arkansas				
Olsson Project No. 021-04416				
Item No.	Estimated Quantity	Unit	Description of Item and Unit or Lump Sum Price Bid	Total Amount
1.	1	Lump Sum	Existing Tank Rehabilitation	
			Seven Hundred Eighty Two Thousand Sixty Six	
			dollars ( 782,066 ) /L.S.	\$ 782,066
			(Dollar Amount Written in Words)	(Total in Figures)
2.	1	Lump Sum	Sediment and Erosion Controls	
			Four Thousand Five Hundred	
			dollars ( 4,500 ) /L.S.	\$ 4,500
			(Dollar Amount Written in Words)	(Total in Figures)
3.	1	Lump Sum	Trench and Excavation Safety Systems, as required by Act 291 of the 1993 Arkansas General Assembly	
			One Thousand Five Hundred	
			dollars ( 1,500 ) /L.S.	\$ 1,500
			(Dollar Amount Written in Words)	(Total in Figures)
<b>TOTAL BID</b>				
			Seven Hundred Eighty Eight Thousand Sixty Six Dollars	\$ 788,066
			(Dollar Amount Written in Words)	(Total in Figures)

- A. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.
- C. The contract, if awarded will be based on the lowest responsive, responsible bid accepted by the City of Fayetteville, Arkansas.
- D. Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.
- E. Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.
- F. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words, unless obviously incorrect, will govern.
- G. The above unit and lump sum prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
- H. The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

6.1 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

6.1 Bidder accepts the provisions of the Agreement as to liquidated damages.

A. Required Bid Security in the form of bid bond for five percent of the amount bid

(Dollar Amount Written in Words)	(Total in Figures)
	(\$ <u>5% of amount bid</u> )

B. Required Bid Bond (Section 00 43 13).

C. List of Proposed Subcontractors.

D. List of Proposed Suppliers.



- E. List of Project References (see Section of Bidders Qualification Statement).
- F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- G. Contractor's License No.: 0395130622 or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- H. Required Bidder Qualification Statement with supporting data (see Section 00 21 13 Instructions to Bidders).

#### ARTICLE 8 – DEFINED TERMS

- 8.1 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### ARTICLE 9 – BID SUBMITTAL

- 9.1 Communications concerning this Bid shall be addressed to the address of Bidder indicated below.
- 9.2 The Bidder has reviewed and agrees with all sections of the Plans, Specifications and Contract Documents, including all Addenda, and the Comprehensive Best Management Practices Plan included with the Bid Documents.
- 9.3 Bid pricing shall be submitted by accessing the City of Fayetteville's electronic bidding platform.

Submitted this 22nd day of February, 2022.

Respectfully submitted,

Tank Pro, Inc.

(Firm Name)

By   
(Signature)

Phillip Stearman

(Printed Name)

Attest:   
(Seal, if bid is by corporation.)

Title President

Markham Hill Water Tank Rehabilitation – 1 MG Elevated Storage Tank  
Fayetteville, Arkansas

Olsson Project 021-04416

5500 Watermelon Road  
Northport, AL 35473

Arkansas License No. 0395130622

(Business Address & Zip Code)

Tax ID No. 56-2020359

Address for giving notices:

5500 Watermelon Road, Northport, AL 35473

Telephone Number: 205-750-0444

Fax Number: 205-750-0464

Contact Name and e-mail address: Phillip Stearman

President

### INFORMATION REQUIRED OF BIDDER

#### LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state who, under subcontract to the prime contractor, specially fabricated and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the prime contractor's total Bid. The Bidder shall also list below the portion of the work which will be done by each subcontractor under this Contract. Failure to comply with this requirement will render the Bid nonresponsive and may cause its rejection.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name &amp; Address</u>
<u>1. Electrical Work</u>	<u>M9650</u>	<u>2%</u>	<u>MC Electric</u> <u>183 W Main Street, Suite B</u> <u>Farmington, AR 72730</u>
<u>2. Underground Pipe Work</u>	<u>0027470422</u>	<u>4%</u>	<u>Sweetser Construction</u> <u>590 West Poplar</u> <u>Fayetteville, AR 72703</u>
<u>3.</u>	<u></u>	<u></u>	<u></u> <u></u>
<u>4.</u>	<u></u>	<u></u>	<u></u> <u></u>
<u>5.</u>	<u></u>	<u></u>	<u></u> <u></u>
<u>6.</u>	<u></u>	<u></u>	<u></u> <u></u>
<u>7.</u>	<u></u>	<u></u>	<u></u> <u></u>

Note: Attach additional sheets if required.

The Bidder shall indicate below which Supplier the Bidder intends to use to furnish, under the Bid, each item of equipment or material listed on this form by writing in one of the named suppliers specified in the Technical Specifications for that equipment or material. (Proposed substitutes may be listed on the Proposed Substitute Equipment/Material Supplier List form but will only be considered after award of the Contract.) If no supplier is named in the Technical Specifications, the Bidder may list any supplier whose product meets all the requirements and technical criteria specified. The listing of more than one supplier for each equipment/material to be furnished with the words "and/or" will not be permitted. Failure to comply with this requirement will render the Bid nonresponsive and may cause its rejection.

[illegible]

END OF SECTION 00 41 43

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STATE OF ALABAMA)  
TUSCALOOSA COUNTY)

### RESOLUTION

BE IT RESOLVED that Phillip Stearman, President is hereby authorized, empowered and directed to execute for and on behalf of Tank Pro, Inc., a corporation, all bid and contract documents necessary to legally bind Tank Pro, Inc. into an agreement with the projects Owner.


TANK PRO, INC.

  
\_\_\_\_\_  
By: Phillip Stearman  
Its: President

TANK PRO, INC.

\_\_\_\_\_  
By:  
Its:

I, Phillip Stearman, as President of Tank Pro, Inc. do hereby certify that the above Resolution was duly proposed, adopted and resolved, during a special meeting of Tank Pro, Inc., a corporation, on this the 16th day of August, 2007.

  
\_\_\_\_\_  
SECRETARY

Tank Pro, Inc., 5500 Watermelon Road, Northport, AL 35473  
State of Incorporation: Alabama

*State of Arkansas*  
**Commercial Contractors Licensing Board**

TANK PRO, INC  
5500 WATERMELON RD  
NORTHPORT, AL 35473

TANK PRO, INC

**This is to Certify That**

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Above Ground Tanks  
Painting, Wallcovering  
Sandblasting, Hydroblasting, Dry Ice Blasting  
Scaffolding  
Special Coatings or Applications, Caulking, Waterproofing  
Steel, Alloy, Ornamental, Metal Fabrication, Welding

**This contractor has an unlimited suggested bid limit.**

**from** July 9, 2021 **until** June 30, 2022 **when this Certificate expires.**

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



A handwritten signature in black ink, appearing to read 'M. H. A.', written over a horizontal line.

**CHAIRMAN**

A handwritten signature in black ink, appearing to read 'Ray', written over a horizontal line.

**SECRETARY**

July 9, 2021 - dsa

# Bid 22-24, Addendum 1



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

**Date:** Monday, February 7, 2022

**To:** All Prospective Vendors

**From:** Jonathan Smith – 479.575.8220 – [jonsmith@fayetteville-ar.gov](mailto:jonsmith@fayetteville-ar.gov)

**RE:** Bid 22-24, Construction – Markham Water Tank Rehabilitation

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The following questions were submitted regarding Bid 22-24. All interested parties shall consider the City Responses below as an official modification to Bid 22-24:

Question	City Response
1. On Sheet C1, it says existing security fence to be replaced by owner. Will this be in the scope of work?	No, this is not part of the scope of work.
2. Please confirm a logo is not part of the scope of work.	A logo is not required as part of the scope of work.
3. Will Saturday and Sunday work be approved if requested?	The contract documents restrict work between Monday-Friday. The owner may conditionally accommodate work on weekends. Some conditions for weekend work may be exclude work that is loud or disruptive to the adjacent event center. Weekend activities may also be limited in coordination with inspection and testing requirements.
4. Will the City require a business license or a permit for this project?	Yes, a city of Fayetteville business license and an Arkansas contractor's license are required. No building permit is required.
5. Will there be access to power and water at the site during the project?	No spare electrical outlets are available for construction use. Contractor may have a licensed electrician add a circuit and outlet for construction use at their own expense. A fire hydrant will be available onsite however contractor will be



	responsible for cost of temporary water meter and its usage. Additionally, City will provide first fill of tank. If additional fills of tank are required during construction, contractor will be responsible for cost of water.
6. What year was the tank built? Is it known to contain lead?	Plans of record list the date of issuance as 1959. Lead test was performed on the tank, and it was negative. Test results are included with addendum.

2. There was a non-mandatory Pre-Bid Conference was held virtually via Zoom on Tuesday, February 1, 2022. The listing on attendees via Zoom is attached for disclosure to all interested parties.
3. A new revised bid fillable Bid Form has been attached to this addendum since we changed the number of contract days.

# Bid 22-24, Addendum 2



CITY OF  
**FAYETTEVILLE**  
**ARKANSAS**

Date: Tuesday, February 8, 2022

To: All Prospective Vendors

From: Jonathan Smith – 479.575.8220 – [jonsmith@fayetteville-ar.gov](mailto:jonsmith@fayetteville-ar.gov)

RE: Bid 22-24, Construction – Markham Water Tank Rehabilitation

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The following questions were submitted regarding Bid 22-24. All interested parties shall consider the City Responses below as an official modification to Bid 22-24:

Question	City Response
1. Can the City provide a recent inspection report or photos?	Yes, a recent inspection report will be provided.
2. Is there lead? Can you provide a recent lead analysis?	This question was answered as part of addendum #1.
3. Is there a budget estimate for this project?	We do not have a budget for this project.
4. When do you want the work to start?	The bid opening is scheduled for February 22 <sup>nd</sup> . This will go to city council around April 5 <sup>th</sup> . Based off this timeline, the Notice to Proceed will be issued sometime in late April.
5. Who will be doing the inspections? Will it be hold point or full time?	Olsson will be providing part time inspection.

SECTION 00 11 53 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: MARKHAM HILL TANK REHABILITATION – 1 MG ELEVATED  
STORAGE TANK

City of Fayetteville Bid Number: 22 - 24, Construction

Date: February 22, 2022

SUBMITTED TO:

The City of Fayetteville, Arkansas  
113 West Mountain Street  
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Tank Pro, Inc.  
Name Phillip Stearman  
Address 5500 Watermelon Rd, Northport, AL 35473  
Principal Office 5500 Watermelon Rd, Northport, AL 35473  
Corporation, LLC, partnership, individual, joint  
venture, other Corporation  
Arkansas State General Contractor's License Number  
0395130622  
(Type or legibly print)

For a Contractor to be considered as Qualified, the Contractor must satisfy all financial, insurance, and bonding requirements of the City of Fayetteville, and **must have had at least five (5) years of experience under the current Contractor name** in the installation of water and sewer facilities. The Contractor shall have executed work for municipalities operating water/sewer facilities or water/sewer contracted operations **with a minimum of three (3) projects exceeding five hundred thousand (\$500,000) dollars for similar work as described in the Contract Documents**. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these projects must be submitted to the City of Fayetteville. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the requirements, or the combined experience of the key personnel that will be responsible for satisfying the experience requirement.

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 30 years and has performed work of the nature and magnitude of this

Contract for 30 years. Bidder has been in business under its present name for 30 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) **See Attached Work in Progress**

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

**See Attached Reference List**

4. Has Bidder ever failed to complete any project? If so, state when, where, and why. **No**

5. Bidder normally performs the following work with his own forces:

sandblasting, painting, repairs and maintenance of water storage tanks

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

See Attached Resumes

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

Surety: North American Specialty Insurance Company

Agent: TrueNorth, 4949 Westown Pkwy, Ste 200, Des Moines,  
Iowa 50266, Aaron Brown (515) 393-5643

8. Bidder's Workmen's Compensation Experience Modifier Factor is:

1.60

## FINANCIAL STATEMENT (IF REQUESTED)

- A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. **Assets and Liabilities:** Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
  - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
  - b. Net fixed assets.
  - c. Other assets.
  - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
  - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
  - f. Name of firm preparing financial statement and date thereof:  
If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>None</u>	<u></u>	\$ <u></u>
b.	<u></u>	<u></u>	\$ <u></u>

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: February 22, 2022

(OFFICIAL SEAL)

Name of Organization:

Tank Pro, Inc.

By Phillip Stearman, President

(Type or legibly print)

By \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

(Type or legibly print)

If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation or LLC, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and authority to sign.

END OF SECTION 00 11 53

# **Bidder's Qualification Statement**

## **#2 – Work in Progress**

WORK IN PROGRESS									
PROJECT NAME	Class of Work	Location	CONTACT	Phone #	% COMPLETE	Start Date	Contract Amount		
Wayne Farms, AL	500K ELE - blast interior & exterior with repairs	Jack, AL	Kenny Sanders	334-793-4700	10%	1/22/2022	\$404,035.00		
City of Tuscaloosa, AL	1MG ELE - blast interior & exterior with containment & repairs	Tuscaloosa, AL	Collins Espy	205-330-0098	45%	1/13/2022	\$746,093.00		
Mobile Area Water, AL	8MG GST - blast interior & exterior with repairs								
		Mobile, AL	Kevin Waddell	251-895-7241	99%	3/30/2021	\$2,330,081.00		
Brazoria Co MUD #2, TX	700K ELE - blast interior & exterior with containment & repairs								
		Pearland, TX	Christopher Wiggs	713-777-5337	1%	2/15/2022	\$285,642.00		
Fulton Co, GA	1MG GST & 500K GST - blast interior & exterior								
		Alpharetta, GA	Brian Jones	404-612-6306	1%	2/18/2022	\$808,136.00		
Carroll Co Water, GA	500K ELE - blast interior & exterior with containment & repairs								
		Carrollton, GA	Kris Macon	205-296-5800	99%	8/18/2021	\$343,500.00		
Port O'Connor ID, TX	250K ELE - blast interior & exterior with containment & repairs								
		Port O'Connor, TX	Brian Kramer	361-782-7121	85%	9/27/2021	\$370,318.00		
City of Point Comfort, TX	100K ELE - blast interior & exterior with repairs								
		Point Comfort, TX	Hector Castaneda	361-960-1166	99%	11/1/2021	\$296,807.00		



# **Bidder's Qualification Statement**

## **#3 – References**

## **Tank Pro, Inc. References:**

**1. Project Name: 2.0 MG Elevated Water Tank Rehabilitation**

**Owner: City of Garland, TX**

**Name of Owner Contact: Teresa Smith, Purchasing Manager (972-205-2421)**

**Engineer: N/A**

**Name of Engineer Contact: N/A**

**Amount of Contract: \$1,231,215**

**Surety: North American Specialty Insurance Company**

**Date of Completion: September 2021**

**Percentage of Work Performed by Bidder's Own Forces: 96.5%**

**2. Project Name: Refurbishing Interior & Exterior Surfaces of the Gulf Shores Water Tank**

**Owner: Utilities Board of the City of Gulf Shores, AL**

**Name of Owner Contact: Albert Bonifay (251-968-6323)**

**Engineer: N/A**

**Name of Engineer Contact: N/A**

**Amount of Contract: \$641,832**

**Surety: North American Specialty Insurance Company**

**Date of Completion: March 2021**

**Percentage of Work Performed by Bidder's Own Forces: 98.5%**

**3. Project Name: Martin Spur Water Tank Improvements**

**Owner: City of Tuscaloosa, AL**

**Name of Owner Contact: N/A**

**Engineer: Krebs Engineering**

**Name of Engineer Contact: Scott Lee (205-999-1031)**

**Amount of Contract: \$1,065,763**

**Surety: North American Specialty Insurance Company**

**Date of Completion: July 2020**

**Percentage of Work Performed by Bidder's Own Forces: 98%**

## **Tank Pro, Inc. Reference List**

Project Title: **2.0 MG Elevated Water Tank Rehabilitation**

(interior and exterior renovation with lead abatement and containment of a 2MG ELE tank)

Owner's Name: City of Garland, TX

Owner Contact: Teresa Smith, Purchasing Manager

Owner's Telephone Number: 972- 205-2421

Contract Amount: \$1,231,215

Date Started: January 2021

### **Garland, TX ELE Tank**



Project Title: **Three Mile Creek Severe Weather Attenuation Tank No. 1 Rehab**  
(interior & exterior renovation of 8MG GST with containment)  
Owner's Name: Mobile Area Water & Sewer, AL  
Engineer: Kevin Waddell  
Engineer's Phone Number: 251-895-7241  
Engineer's Email Address: [kevin.waddell@jacobs.com](mailto:kevin.waddell@jacobs.com)  
Contract Amount: \$2,330,081  
Date Started: April 2021

## Mobile Area Water, AL GST Tank



Project Title: **Refurbishing Interior & Exterior Surfaces of the Gulf Shores Water Tank**  
(interior and exterior renovation of a 500K ELE tank)  
Owner's Name: Utilities Board of the City of Gulf Shores, AL  
Owner Contact: Albert Bonifay  
Owner's Telephone Number: 251-968-6323  
Contract Amount: \$641,832  
Date Started: October 2020

### **Gulf Shores, AL ELE Tank**



Project Title: **Charlie Shirley Tank Rehabilitation Project**  
(renovation of a 3MG GST tank)  
Owner's Name: City of Northport, AL  
Engineer: Angela Henline  
Engineer's Telephone Number: 205-330-0098  
Contract Amount: \$580,718  
Date Started: October 2020

Project Title: **Water Tank Upgrades**  
(renovation of a 317K GST tank)  
Owner's Name: Town of Millport, AL  
Engineer: Jonathan Bonner  
Engineer's Telephone Number: 205-752-4037  
Contract Amount: \$188,512  
Date Started: July 2020



Project Title: **Weatherly 100,000 Gallon Pedisphere Water Tank Painting**  
(interior and exterior renovation of a 100K ELE with containment)  
Owner's Name: City of Pelham, AL  
Engineer: Taylor Bria  
Engineer's Telephone Number: 205-822-0387  
Contract Amount: \$258,195  
Date Started: March 2020

Project Title: **Hydropillar Rehabilitation**  
(interior and exterior renovation of a 750K ELE with containment)  
Owner's Name: City of Shenandoah  
Engineer: John Henry  
Engineer's Telephone Number: 979-268-1125  
Contract Amount: \$632,434  
Date Started: March 2020

## Shenandoah, TX ELE Tank



Project Title: **Martin Spur Water Tank Improvements**  
(interior and exterior renovation of a 3MG ELE with containment)  
Owner's Name: City of Tuscaloosa, AL  
Engineer: Scott Lee  
Engineer's Telephone Number: 205-999-1031  
Contract Amount: \$1,065,763  
Date Started: February 2020

### **Tuscaloosa, AL ELE Tank**



Project Title: **Avondale Water Tank Repair and Painting**  
(interior and exterior renovation of a 100K ELE)  
Owner's Name: City of Pell City, AL  
Engineer: Taylor Bria  
Engineer's Telephone Number: 205-822-0387  
Contract Amount: \$110,731  
Date Started: January 2020

Project Title: **Coating of Margaret Road Tank**  
(interior and exterior renovation of a 1.5MG GST with containment)  
Owner's Name: Trussville Gas & Water  
Owner: Andrew Batchelor  
Owner's Telephone Number: 205-228-1129  
Contract Amount: \$623,295  
Date Started: January 2019

**Project Title: Elevated Tank 14 Rehab**

(interior renovation of a 1.5MG ELE)

Owner's Name: City of Dothan, AL

Engineer: James Brannon

Engineer's Telephone Number: 334-793-4700

Contract Amount: \$193,193

Date Started: October 2018

**Project Title: Boykin Road Painting & Repair**

(interior and exterior renovation of a 1MG ELE with containment)

Owner's Name: Mobile County Water, AL

Engineer: Ed Chapman

Engineer's Telephone Number: 251-442-5911

Contract Amount: \$493,146

Date Started: September 2018

**Project Title: Park Center Elevated Tank Rehab**

(interior and exterior renovation with containment of a 750K ELE)

Owner's Name: City of Saginaw, TX

Engineer: Andrew Simonsen

Engineer's Telephone Number: 817-339-2248

Contract Amount: \$1,034,902

Date Started: March 2018

**Saginaw, TX Park Center ELE Tank**





Project Title: **Hwy 80 – 500,000 Gallon Elevated Tank Reconditioning**  
(interior and exterior renovation of a 500K ELE with containment and repairs)  
Owner's Name: Alabaster Water Board, AL  
Engineer: Jason Dearing  
Engineer's Telephone Number: 205-987-7411  
Contract Amount: \$390,420  
Date Started: January 2017

Project Title: **Coating of Hawkridge, Roper Hill & Tutwiler Water Tanks**  
(renovations of 3 tanks – (1)500K ELE & (2)300K ELE with containment)  
Owner's Name: Trussville Gas & Water, AL  
Owner: Andrew Batchelor  
Owner's Telephone Number: 205-228-1129  
Contract Amount: \$960,502  
Date Started: January 2016

Project Title: **Trammell Street Tank & Hwy 21 Tank Painting**  
(renovation of a 300K ELE with containment & 500K ELE)  
Owner's Name: West Escambia Utilities, AL  
Engineer: Ed Chapman  
Engineer's Telephone Number: 251-442-5911  
Contract Amount: \$325,385  
Date Started: September 2018

Project Title: **N Elliott Street Water Tower Painting and Repair**  
(renovation of a 300K ELE with containment)  
Owner's Name: City of Pryor, OK  
Engineer: Charles Proctor, Engineer  
Engineer's Telephone Number: 918-664-5500  
Contract Amount: \$224,230  
Date Started: June 2018

Project Title: **Eastern Shore Tank Coating & Renovations**  
(interior and exterior renovation of a 250K ELE with containment and repairs)  
Owner's Name: Utilities Board of the City of Daphne, AL  
Engineer: Melinda Immell, Engineer  
Engineer's Telephone Number: 251-342-1070  
Contract Amount: \$475,071  
Date Started: February 2018

**Project Title: Hwy 20 Water Storage Tank Exterior Coating**

(exterior renovation and repairs of a 10MG GST)

Owner's Name: Decatur Utilities, AL

Owner's Contact: Billy Strobel

Owner's Telephone Number: 256-552-1494

Contract Amount: \$155,033

Date Started: December 2017

**Project Name: 2017 Hospital Elevated Water Storage Tank Rehabilitation**

(full interior and exterior renovation of 250K ELE with repairs with containment)

Owner's Name: City of McComb, MS

Engineer: Brian Granger

Engineer's Telephone Number: 601-684-4564

Contract Amount: \$252,245

Date Started: August 2017

**Project Name: Water Tank Upgrades Project**

(full interior and exterior of 500K GST with repairs with containment)

Owner's Name: Town of Reform, AL

Engineer: Jonathan Bonner

Engineer's Telephone Number: 205-752-4037

Contract Amount: \$140,266

Date Started: August 2017

**Project Name: Industrial Park Elevated Tank Painting**

(tank rehab of 300K ELE with containment)

Owner's Name: City of Crossville, TN

Engineer: Robert Stigall

Engineer's Telephone Number: 615-460-7515

Contract Amount: \$281,147

Date Started: May 2017

**Project Name: Rehabilitation of Sioux Road Water Storage Tank**

(full interior and exterior renovation of 250K ELE with containment and lead abatement)

Owner's Name: North Alamo Water

Engineer: Allan Booe

Engineer's Telephone Number: 956-381-0981

Contract Amount: \$400,777

Date Started: May 2017

**Project Title: Jacksonville Water Storage Tank Rehabilitation**

(full interior and exterior renovation of a 200K ELE with lead abatement, containment and repairs)

Owner's Name: North Shelby Water Company, KY

Engineer: Lee Mudd

Engineer's Telephone Number: 502-839-1310

Contract Amount: \$287,774

Date Started: October 2016

**Project Title: Tank #1 Freeway Lane Painting and Repairs**

(interior and exterior of 250K ELE with repairs with containment)

Owner's Name: Mobile County Water, Sewer & Fire Protection Authority, AL

Engineer: Chapman Technical Service

Engineer's Telephone Number: 251-442-5911

Contract Amount: \$290,789

Date Started: November 2016

**Mobile County Water Freeway Lane Tank**



**Project Title: Volunteer Drive Water Storage Tank Rehabilitation**

(full interior and exterior renovation on a 500K ELE with lead abatement, containment and repairs)

Owner's Name: Paris Board of Public Utilities, TN

Engineer: Michael McClure

Engineer's Telephone Number: 615-254-6002

Contract Amount: \$419,946

Date Started: May 2016

**Project Title: Elevated Water Storage Tank Rehabilitation**

(interior and exterior rehabilitation with major welding repairs on 100K elevated tanks with containment)

Owner's Name: Kenedy County, TX

Engineer: Hector Castaneda, Engineer

Engineer's Telephone Number: 361-883-1984

Contract Amount: \$252,395

Date Started: January 2016

**Project Name: Standpipe Recoating Project Black Bob #1**

(full interior and exterior renovation on a 1.5 MG Standpipe with containment)

Owner's Name: City of Olathe, KS

Contact Person: Sabrina Parker, Water & Sewer Manager

Contact Telephone Number: 913-971-9116

Contract Amount: \$545,035

Date Started: September 2015

**Tnemec 2016 Finalist – Black Bob #1 Tank**



Project Name: **Elevated Tank Extension**  
(raise an elevated tank 36 feet)  
Owner's Name: Town of Sylva, MS  
Engineer: Hugh Heflin  
Engineer's Number: 601-824-7569  
Contract Amount: \$144,630  
Date Started: March 2017



**More references can be provided upon request.**

# **Bidder's Qualification Statement**

## **#6 – Resumes**

**Phillip Stearman – President**

**James Rollins – VP of Operations**

**Hector Monclova – Project Superintendent**

**Phillip Charles Stearman**  
5500 Watermelon Road  
Northport, Alabama 35473  
205/ 750-0444  
[phillip@tankproinc.com](mailto:phillip@tankproinc.com)

### **Summary**

Proficient in planning and motivating employees, organized and efficient with 38 years' experience in business and industry. I believe that my attitude and my desire to provide excellent service both during a sale and after has been the key to my success. Employees and customers by nature want to feel appreciated and it is my mission to make sure this is achieved.

### **Representative Accomplishments**

- Started Tank Pro, Inc. in 1991 with \$5,000 and currently have sales in excess of \$14,000,000 serving the southwest and eastern United States.
- Consistent track record of completing projects on time.
- Tank Pro, Inc. develops proactive solutions to identify potential problems or delays with projects thus preventing them before they occur.
- Tank Pro, Inc. initially was an unknown company and today we are rated among the very best, one of three companies in the southeastern United States who are invited to develop perpetual care water tank maintenance programs for municipal and county water systems.

### **Cost Management**

### **Work History**

**Tank Pro, Inc., Tuscaloosa, AL**

**1991-Present**

*\$14.0M corporation specializing in municipal water tank painting, preventive maintenance programs and repairs.*

Chief Executive Office responsible for complete operations of the company.

### **Education and Licensure**

B.A. Management, Marshall University, Huntington, West Virginia – 1986

Trained by National Association of Corrosion Engineers (NACE) in Houston, Texas. Successfully completed levels I, II, & III.

### **Inventor**

Blue Fusion Tank Mixing System US PAT NO 9,856,630 B2

# JAMES ROLLINS

11268 Davis Place ♦ Northport, AL 35475 ♦ (205) 765-2100 ♦ james@tankproinc.com

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## VP OF OPERATIONS

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### SKILLS

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<i>Leadership</i>	<i>Crisis Management</i>	<i>Problem Solving</i>
<i>Personnel Management</i>	<i>Talent Management</i>	<i>Strong Computer Skills</i>
<i>Organizational Behavior</i>	<i>High Mechanical Aptitude</i>	<i>Project Scheduling</i>
<i>Expert Microsoft User</i>	<i>Goal-Oriented</i>	<i>Policies and Procedures</i>

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### PROFESSIONAL EXPERIENCE

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#### **TANK PRO, INC. — Northport, AL**

*Water Tank Maintenance Contractor*

**Sr. Project Manager**, 2016 to Present

##### **Key Results:**

- ♦ Make and record project schedules, budgets and costs using CPM (critical path method) with scheduling software Oracle Primavera for the last 2 years so Current projects are I am responsible all aspects of scheduling and management
  - North Baldwin Utilities 750K Stapleton Tank – Jason Padgett – North Baldwin Utilities 251.580.1626
  - City of Canyon TX 500K East Water Tank - Oscar Ostos – Brandt Engineers 806.353.7233
  - City of Stigler OK 200K NW 10t St. Water Tank – Brandon Wall – Wall Engineering 580.317.4104
- ♦ Oversee the production team of all active projects
- ♦ Oversee field painting crews
- ♦ Maintain all maintenance records on field tools and equipment
- ♦ Hire workers including foremen
- ♦ Update upper management of field progress
- ♦ Problem Solve to ensure that quality and production meet the requirements of the AWWA codes

#### **ROPE INCORPORATED — Elkview, WV**

*Outdoor Power Equipment and Industrial Supplies, Sales, Service, and Standby Power Systems Contractor*

**Operations Manager /Vice President**, 2005 to 2016

##### **Key Results:**

- ♦ Held General Engineering Contractor's Licenses for Company
- ♦ Oversaw scheduling of power system contracting projects using electronic Scheduling software using mostly MS Project but use Oracle Primavera on Government and Oil Company requiring more detailed CPM (critical path method).5 Year Experience ins scheduling.
- ♦ Grew sales from \$250k in 2005 to \$2.8 Million in 2015

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### EDUCATION

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#### **MARSHALL UNIVERSITY — Huntington, WV**

Bachelor of Business Administration (BBA) in Management June 2012

- ♦ Worked full time at ROPE Incorporated while enrolled part-time



**Hector Monclova**  
**Field Superintendent/Foreman**  
5500 Watermelon Road  
Northport, AL 35473  
205-750-0444

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**Summary**

Hector has worked as a painter, sandblaster, foreman and field superintendent for the last 18 years. He has worked as in water tank renovation for the past 3 years. He has performed above expectations in all positions that he has held while with Tank Pro, Inc. He understands how to complete projects on time and with the highest quality.

**2013-present                      Tank Pro, INC**  
**Field Superintendent**

Abrasive Blast and paint Interior and Exterior Surfaces of Elevated and Ground  
Storage Tanks ranging in size from 50,000 – 2,000,000

**1995-2013                      Bridge Blasting and Painting**  
**Field Superintendent**

Abrasive Blast and paint Steel Bridge Components using Containment, In charge  
of Safety and Quality Assurance and Quality Control(QAQC)

**Sample of Past Projects while with Tank Pro. More can be provided**

1. Project Name: **Rice Avenue, Hillcrest, Fulton Street &  
West Street Tank Rehabilitation**  
(interior & exterior with containment–750K ELE & (2) 250K ELE)  
Owner's Name: Water Works Sewer Board of the City of Dadeville AL
2. Project Name: **Skinner Street Elevated Storage Tank Rehabilitation**  
(interior & exterior with containment – 500K ELE )  
Owner's Name: City of Freeport, TX
3. Project Name: **Elevated Tank 14-Brannon Stand Road**  
(interior 1.5MG ELE)  
Owner's Name: City of Dothan, AL
4. Project Name: **300,000 Gallon Water Storage Tank on Trammel  
Street & 300,000 Gallon Water Storage Tank on  
Hwy 21 Painting & Repair**  
(interior & exterior with containment – (2) 300K ELE )  
Owner's Name: West Escambia Utilities, AL

5. Project Name: **Park Center Elevated Storage Tank Rehabilitation**  
(interior & exterior with containment)  
Owner's Name: City of Saginaw, TX

6. Project Name: **Elevated Water Storage Tank Rehabilitation**  
(interior & exterior – 250K ELE & 500K ELE )  
Owner's Name: Tunica County Utility District, MS

7. Project Name: **Hwy 80 500,000 Gallon Elevated Storage  
Tank Reconditioning**  
(interior & exterior with containment)  
Owner's Name: Alabaster Water Board, AL

**SECTION 00 43 13 - BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that we

Tank Pro, Inc.

5500 Watermelon Road

Northport, AL 35473

as Principal, hereinafter called the Principal, and

North American Specialty Insurance Company

1200 Main Street, Suite 800

Kansas City, MO 64105

a corporation duly organized under the laws of the State of New Hampshire as Surety,  
hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligees, hereinafter called Owner, in the sum of \_\_\_\_\_ Five Percent of the Amount Bid  
\_\_\_\_\_, Dollars (\$ \_\_\_\_\_ 5% \_\_\_\_\_), for the payment of  
which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.  
WHEREAS, Principal has submitted a Bid for:

**CONSTRUCTION – MARKHAM HILL WATER TANK REHABILITATION – 1 MG ELEVATED STORAGE TANK**

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of February 2022.

PRINCIPAL

(CORPORATE SEAL)

Tank Pro, Inc.

By 

(Signature)

Phillip Stearns, President  
(Type or print)

SURETY

North American Specialty Insurance Company

By 

(Signature)

Jason D. Smith, Attorney-In-Fact  
(Type or print)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

By 

(Signature)

Lukas Schroder, Attorney-In-Fact  
(Type or print)

This Bond shall be accompanied with  
Attorney-in-Fact's authority from Surety

END OF SECTION 00 43 13

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, TIMOTHY J. FOLEY, JASON D. SMITH, JAMES M. SMITH,  
DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, KURT FELLER and DORA B. STEVENS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Erik Janssens, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



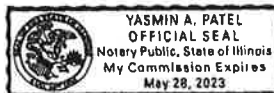
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 30th day of NOVEMBER, 20 21.

North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 30th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.





Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of February, 20 22.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation