

**BID FORM**

PROJECT IDENTIFICATION: Southwestern Elevated Storage Tank Rehabilitation  
The City of Coppell, Texas

BID OF Tank Pro, Inc. DATE October 16, 2018  
(NAME OF FIRM)

THIS BID IS SUBMITTED TO: City of Coppell (hereinafter called OWNER)  
c/o Purchasing Agent  
255 Parkway Boulevard  
P.O. 9478  
Coppell, Texas 75019

CITY OF COPPELL BID NO: Q-1019-01

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

No:	<u>Wage Rates</u>	_____	_____	_____	_____
Date:	<u>10/11/18</u>	_____	_____	_____	_____
Rec'd:	<u>10/11/18</u>	_____	_____	_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions contained in the contract documents and which have been used in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to subsurface conditions at site.
- (d) BIDDER has studied carefully all drawings of the physical conditions in or relating to existing surface or subsurface structures on the site, which are contained in the contract documents and which have been utilized in preparation of the contract documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
- (e) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests reports or similar information or data are or will be required by BIDDER for such purposes.
- (f) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (g) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (h) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

- (i) This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
  - (j) It is understood and agreed that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.
  - (k) It is understood and agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of the OWNER to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth, except as provided for in the Contract Documents.
4. Bidder understands that the work for this project will be completed in **one** phase. Additional phasing or move-ins by utility and paving contractors will require approval by the Engineer. It is understood and agreed that all work under this contract will be completed within the bid calendar days. Completion date will be established in the Notice to Proceed. It is understood that time of completion will be a consideration in the award of the bid.
  5. It is understood and agreed that the contractor's experience in this type of work will be a strong consideration in the award of the bid.
  6. It is strongly recommended that each bidder visit the site prior to submitting a bid. Construction constraints exist, including traffic that could affect productivity.
  7. BIDDER will complete the Work for the following price(s):

Southwestern Elevated Storage Tank Rehabilitation					
UNIT PRICE BID SCHEDULE					
BASE BID					
Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
I-1	1	LS	Mobilization, Complete In Place <u>Forty Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	40,000	40,000
I-2	1	LS	SCADA Equipment Protection <u>Eight Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	8,500	8,500
I-3	1	LS	Roof Vent Replacement <u>Three Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	3,000	3,000
I-4	1	LS	Roof Vent Installation <u>Three Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	3,000	3,000
I-5	1	LS	Roof Hatch Replacement <u>Two Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	2,500	2,500
I-6	1	LS	Bowl Manway Replacement <u>Three Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	3,500	3,500
I-7	1	LS	Interior Ladder Replacement <u>One Thousand Eight Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	1,800	1,800
I-8	1	LS	Hardware Replacement <u>One Thousand Three Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	1,300	1,300

I-9	1	LS	Grout Replacement <u>One Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	1,500	1,500
I-10	1	LS	Rooftop Handrails <u>Seven Thousand Three Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	7,300	7,300
I-11	1	LS	Obstruction Light Replacement <u>Two Thousand Seven Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	2,700	2,700
I-12	1	LS	Lug Removal <u>Two Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	2,000	2,000
I-13	1	LS	Safety Climb Devices <u>Fifteen Thousand Four Hundred</u> Dollars and <u>Zero</u> Cents per LUMP SUM	15,400	15,400
I-14	2	EA	Safety Harnesses <u>Three Hundred</u> Dollars and <u>Zero</u> Cents per EACH	300	600
I-15	2	EA	Steel Door Replacement <u>Three Thousand One Hundred Seventy</u> Dollars and <u>Zero</u> Cents per EACH	3,170	6,340
I-16	1	LS	Overflow Pipe Repair <u>Eight Thousand Five Hundred</u> Dollars and <u>Zero</u> Cents per EACH	8,500	8,500
I-17	1	LS	Vault Piping and Grating Coating <u>Ten Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	10,000	10,000
I-18	200	EA	Deep Pit Repair <u>One</u> Dollars and <u>Zero</u> Cents per EACH	1	200

I-19	2	Gal.	Shallow Pit Repair <u>One Hundred</u> Dollars and <u>Zero</u> Cents per EACH	100	200
I-20	1	LS	Interior Wet Area Protective Coating System Replacement <u>Two Hundred Eighty Four Thousand Five Hundred Thirty Nine</u> Dollars and <u>Zero</u> Cents per LUMP SUM	284,539	284,539
I-21	1	LS	Exterior Protective Coating System Replacement <u>Four Hundred Seventy Seven Thousand</u> Dollars and <u>Five Hundred Fifty + Zero</u> Cents per LUMP SUM	477,550	477,550
I-22	1	LS	Tank Logos <u>Eleven Thousand</u> Dollars and <u>Zero</u> Cents per LUMP SUM	11,000	11,000

TOTAL Base Bid (Total of Items I-1 through I-22): \$ 891,429  
Eight Hundred Ninety One Thousand  
Four Hundred Twenty Nine Dollars and Zero Cents

TOTAL Tangible Personal Property: \$ 202,300  
Two Hundred Two Thousand  
Three Hundred Dollars and Zero Cents

ALTERNATE BID ITEMS NEXT PAGE

Southwestern Elevated Storage Tank Rehabilitation					
UNIT PRICE BID SCHEDULE					
ALTERNATE BID ITEMS					
Item No.	Bid Quantity	Unit	Description and Unit Price in Words	Unit Price	Total Price
A-1	200	EA	Additional Corrosion Repair <u>One</u> Dollars and <u>Zero</u> Cents per EACH	<u>1</u>	<u>200</u>
A-2	1	LS	Wagon Wheel CET Logo Replacement <u>Twenty Nine Thousand Seven Hundred</u> Dollars and <u>Zero</u> Cents per EACH	<u>29,700</u>	<u>29,700</u>
A-3	1	LS	Wagon Wheel CET Roof Logo <u>Nine Thousand One Hundred</u> Dollars and <u>Zero</u> Cents per EACH	<u>9,100</u>	<u>9,100</u>
A-4	1	LS	Southwest EST Roof Logo <u>Eight Thousand Two Hundred Fifty</u> Dollars and <u>Zero</u> Cents per EACH	<u>8,250</u>	<u>8,250</u>
A-5	1	LS	Interior-Dry-Area Overcoat <u>Eighty Three Thousand</u> Dollars and <u>Zero</u> Cents per EACH	<u>83,000</u>	<u>83,000</u>
A-6	1	LS	Other Approved Coating System  Bidders <u>may</u> provide pricing for other approved coating systems per Tech. Spec. If provided, pricing to be shown as an Add or Deduct to overall Base Bid. <u>No Bid</u> Dollars and <u>Zero</u> Cents per LUMP SUM	<u>No Bid</u>	<u>No Bid</u>

TOTAL <sup>(A)</sup> Add or Deduct to Base Bid: \$ 130,250  
One Hundred Thirty Thousand Dollars and Zero Cents  
Two Hundred Fifty

**BID SUMMARY**

TOTAL BASE BID ITEMS #I-1 THRU #I-22 \$ 891,429 pcs  
TOTAL ALTERNATE BID ITEMS #A-1 THRU A-6 \$ 130,250  
**Total Tangible Personal Property:** \$ 202,300

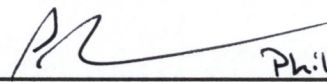
1. Communications concerning this Bid shall be addressed to the address of BIDDER indicated on the applicable signature page.
2. BIDDER understands that the Owner is exempt from State Limited Sales and Use Tax on tangible personal property to be incorporated into the project. Said taxes are not included in the Contract Price (see Instructions to Bidders).
3. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

The City of Coppell reserves the right to delete any portion of this project as it may deem necessary to stay within the City's available funds. Should the City elect to delete any portion, the contract quantities will be adjusted accordingly.

**PROPOSAL GUARANTY**

- **A Proposal Guaranty shall be provided in accordance with Item 102.5 of the Standard Specifications for Public Works Construction – North Central Texas Council of Governments Fourth Edition.**

SUBMITTED ON October 16, 2018

Signature:  Phillip Stegman, President



BID AFFIDAVIT

The undersigned certifies that the bid prices contained in these bids have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be ninety (90) calendar days from the date of the bid opening.

STATE OF Alabama COUNTY OF Tuscaloosa BEFORE ME, the undersigned authority, a Notary Public in and for the State of Alabama, on this day personally appeared Phillip Stearns who after being by me Name

duly sworn, did depose and say:

"I, Phillip Stearns am a duly authorized office/agent for Name Tonic Pro, Inc. and have been duly authorized to execute the Name of Firm foregoing on behalf of the said Tonic Pro, Inc. Name of Firm

I hereby certify that the foregoing bids have not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/ commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: Tonic Pro, Inc.  
5505 Watermelon Road, Northport, AL 35473

Telephone: (205) 750-0444 by: Phillip Stearns

Title: President Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above named Phillip Stearns on this the 16th day of October 20 18

Notary Public in and for the State of ALABAMA



[Signature]  
Judy Colman Exp: 11/2/2019

If BIDDER IS:  
**An Individual**

By \_\_\_\_\_ (Seal)  
(Individual's Name)  
doing business as \_\_\_\_\_  
Business address \_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (Seal)  
(Firm Name)  
(General Partner)  
Business address \_\_\_\_\_  
Phone No. \_\_\_\_\_

**A Corporation**

By Tonic Pro, Inc.  
(Corporation Name)  
Alabama  
(State of Incorporation)  
By Phillip Stearns  
(Name of person authorized to sign)  
President  
(Title)  
(Corporate Seal)  
Attest Phillip Stearns, Secretary  
(Secretary)  
Business address 5500 Watermelon Road, Northport, AL 35473  
Phone No. (205) 750-0444

**A Joint Venture**

By \_\_\_\_\_  
(Name) (Address)  
By \_\_\_\_\_  
(Name) (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)

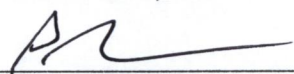
STATE OF ALABAMA)

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

H/A

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor doing business with local governmental entity

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY
Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Tank Pro, Inc.  
5500 Watermelon Road  
Northport, AL 35473

**SURETY:**

(Name, legal status and principal place of business)

International Fidelity Insurance Company  
One Newark Center, 20th Floor  
Newark, NJ 07102-5207

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Coppell  
255 Parkway Blvd, PO Box 9478  
Coppell, TX 75019

**BOND AMOUNT:** Five (5) Percent of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)


Southwestern Elevated Storage Tank Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

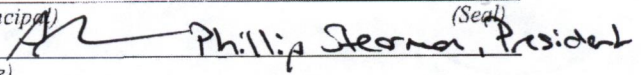
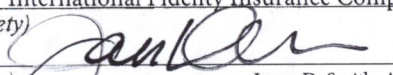
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of October, 2018

  
(Witness)

  
(Witness)

Tank Pro, Inc.  
(Principal)  (Seal)  
Phillip Stearns, President  
(Title)  
International Fidelity Insurance Company  
(Surety)  (Seal)  
Jason D. Smith, Attorney-in-Fact  
(Title)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond #          N/A   

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JENNIFER LUSE, MARK A. POLK, SAMANTHA SPILMAN, LUKAS SCHRODER, KAREN S. LOPEZ, JAMES M. SMITH, TIMOTHY J. FOLEY, DEBORAH D. HAHN, DAVID M. OWEN, JACQUELINE K. PETERS, LYNN KIMBLE, ROBERT L. KOLLSMITH, JASON D. SMITH, BRAD BENGTSO, MYNDEE WALKER

Cedar Rapids, IA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31st day of December, 2017



STATE OF NEW JERSEY  
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 09, 2018

A01246

Maria H. Branco, Assistant Secretary

# TANK PRO, INC. REFERENCE LIST

## States in Alphabetical Order: AL, FL, GA, KY, MS, OK, TN, TX

### ALABAMA

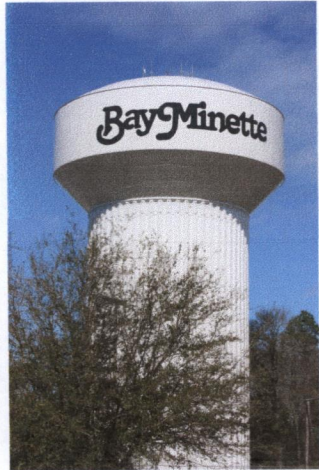
#### *Athens Utilities, AL*

Contact – Brian Daniel  
 Phone – (256) 497-7856  
 Description – 2MG Exterior Renovation  
 Price - \$83,392  
 Completion Date – 2013

Description – Exterior  
 Renovation of 750,000 Tank  
 Price - \$133,593  
 Completion Date – 2015

#### *Bay Minette Utilities, AL*

Contact – Jason Padgett  
 Phone – (251) 580-1626  
 Description – Lead  
 Containment of a 1MG ELE,  
 1.5MG Hydropillar, 750K  
 ELE, 500K ELE, 200K ELE & 250,000 ELE  
 Price – total est. \$487,615  
 Completion Date – 2007-2016



#### *City of Brewton, AL*

Contact – Ray Madden  
 Phone – (251) 809-1780  
 Description – Full Containment and Renovation of  
 a 250 K Elevated Water Tank  
 Price - \$234,000.00  
 Completion Date – 2010

#### *Coast Guard Station, Mobile, AL*

Contact – C. Michael Hudson, Project Manager  
 Phone – (251) 441-6884  
 Description – 350,000 Ground Storage Tank  
 Interior Only Renovation and Cathodic  
 Replacement  
 Price – \$ 69,000  
 Completion Date – 2012

#### *City of Cullman, AL*

Contact – Junior Heaton  
 Phone- (256) 775-7210  
 Description – Lead Abatement and Renovation of 2  
 Tanks:  
 1-3 Million Gallon Ground Storage Tank  
 1-2 Million Gallon Hydropillar  
 Price - \$ 650,000  
 Completion Date – 2008

#### *City of Daleville, AL*

Contact – David Hicks  
 Phone – (334) 585-5841  
 Description – Repair and Repaint 500,000 Elevated  
 Water Tank with containment  
 Price - \$211,724  
 Completion Date – 2012

#### *Floral, AL*

Contact – Chris Jackson  
 Phone – (334) 858-6722  
 Description – Exterior Renovation of 300,000  
 Elevated Water Tank  
 Price - \$40,543  
 Completion Date – 2013

#### *Green Pond Water System, AL*

Contact – Bart Taft  
 Phone – (256) 248-7030  
 Description – Renovate Interior & Exterior of  
 200,000 Elevated Water Tank  
 Price - \$157,899  
 Completion Date – 2012

#### *Harvest Monrovia Water Authority, AL*

Contact – Roger Raby  
 Phone – (256) 837-1132  
 Description – Maintenance, Renovation and  
 Painting of 8 Tanks:  
 2-3,000 Gallon Pressure Tanks  
 1-25,000 Gallon Storage Tank  
 1-350,000 Gallon Ground Storage Tank  
 1-500,000 Gallon Storage Tank  
 1-650,000 Gallon Ground Storage Tank  
 2-3 Million Gallon Storage Tanks  
 Price - \$ 600,000  
 Completion Date – 2003-current

*Hollins Water Authority, AL*

Contact – Hugh Scroggins

Phone – (256) 249-4014

Description – Interior Renovation 100K Ground  
Water Storage Tank

Price - \$34,426

Completion Date – 2016

*City of Huntsville, AL*

Contact – Jason Benson

Phone – (256) 652-8377

Description – Lead Abatement 1 Million Gallon,  
900,000 GST & 200,000 Elevated- Containment

Price - \$600,000

Completion Date – 2007

*City of Moundville, AL*

Contact – John Bonner

Phone – (205) 331-2498

Description – Repair and Repaint a 350K and 500K  
Water Tank

Price – \$271,987

Completion Date – 2012

*City of Ozark, AL*

Contact – Joe Sexton

Phone – (334) 774-2336

Description –Maintenance and Rehabilitation of  
three (3) 250K Elevated water tanks

Price – \$

Completion Date – current

**FLORIDA**

*East Milton Water System, FL*

Contact – Dink Helms

Phone – (850) 850-8750

Description –Rehabilitation of 500K ELE Water  
Tank #4

Price – \$102,280

Completion Date – 2006

*City of Lake City, FL*

Contact – Debbie Garbett

Phone – (386) 719-5756

Description –Renovation of 500K Elevated Water  
Tank

Price - \$174,000

Completion Date – 2002

*Moore Creek-Mt. Carmel Water Utilities, FL*

Contact – Becky Prescott

Phone – (850) 675-6174

Description – Interior Rehabilitation of 100K  
Tripod Water Tank

Price - \$27,015

Completion Date – 2016

*Orange County Board of Commissioners, FL*

Contact – Jim Hill

Phone – (407) 836-6906

Description –Exterior Renovation of 750K  
Hydropillar

Price - \$78,470

Completion Date – 2004

**GEORGIA**

*Athens-Clarke Co., GA*

Contact – L. Gary Duck

Phone – (706) 613-3470

Description –Repaint Exterior 500K Elevated Water  
Storage Tank

Price – \$82,083

Completion Date – 2014

*Butts Co., GA*

Contact – Marcie Seleb

Phone – (770) 775-0042

Description – Repair and Repaint a 1MG Ground  
Water Storage Tank

Price – \$191,127

Completion Date – 2012

*City of East Point, GA*

Contact – Richard Randolph

Phone – (404) 270-7121

Description – Repair and Repaint a 1MG ELE &  
1MG Sphere water storage tank

Price – \$910,091

Completion Date – 2012

*City of Jenkinsburg, GA*

Contact – Clair Jones

Phone – (770) 775-4850

Description –Maintenance and Rehabilitation of  
60,000 ELE water tower

Price – \$75,460

Completion Date – current



*City of Kingsland, GA*  
Contact – Chuck Dubose  
Phone – (912) 729-5613  
Description – Maintenance of (2) 500K and 750K  
Elevated water tanks  
Price - program  
Completion Date – current

*City of Lyons, GA*  
Contact – Jason Hall  
Phone – (912) 526-8606  
Description – Maintenance and Rehabilitation of  
three (3) 250K Elevated water tanks  
Price – \$544,776  
Completion Date – current

*City of Lakeland, GA*  
Contact – Mayor Bill Darcey  
Phone – (229) 482-3100  
Description – Full Containment and Renovation of  
Two (2) 200K Elevated Water Tanks  
Price - \$340,542  
Completion Date – 2009

*City of Nahunta, GA*  
Contact – Thomas Wirth  
Phone – (912) 462-5631  
Description – Rehabilitation of 150K Elevated  
Water Tank  
Price – \$199,950  
Completion Date – 2014

## **KANSAS**

*City of Olathe, KS*  
Contact – Sabrina Parker  
Phone – (913) 971-9116  
Description – Blast & Recoat Interior & Exterior of  
1.5MG Standpipe with two logos  
Price - \$545,535  
Completion Date – 2016

## **KENTUCKY**

*Winchester Municipal Utilities, KY*  
Contact – Eddie Hightower  
Phone – (859) 744-5434 ext. 1145  
Description – Clean and Recoat Interior & Exterior  
of 500K Elevated Water Tank with containment  
Price - \$651,929  
Completion Date – 2012

*Northern Kentucky Water District, KY*  
Contact – Don Bezold, Burgess & Niple  
Phone – (513) 579-0042  
Description – 300,000 Paint & Install Riser Pipe  
with containment  
Price - \$391,928  
Completion Date – 2014

## **MISSISSIPPI**

*City of Bay Springs, MS*  
Contact – Kenneth Blakeney  
Phone – (601) 764-4112  
Description – Renovation of a 300,000 Elevated  
Water Tank  
Price - \$147,089  
Completion Date – 2012

*City of Durant, MS*  
Contact - Mr. Holman  
Phone – (601) 940-0249  
Description- Painting, Lead Abatement, and Repair  
of a 250,000 Gallon Elevated Tank w/containment  
Price - \$ 169,935  
Completion Date – 2012

*City of Horn Lake, MS*  
Contact – Spencer Shields  
Phone – (662) 342-4505  
Description – Maintenance, Renovation and  
Painting of 8 Tanks:  
1-75,000 Gallon Elevated Water Tank  
1-100,000 Gallon Elevated Water Tank  
1-300,000 Gallon Elevated Water Tank  
1-1MG Hydropillar Water Tank  
Price - \$750,000

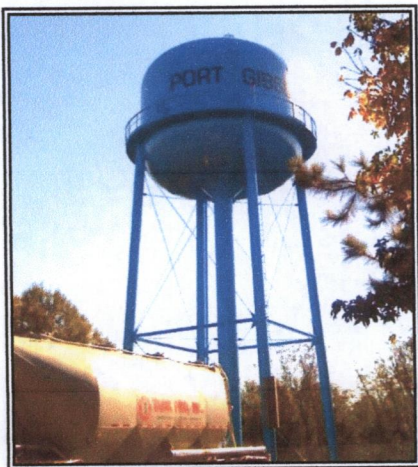
*Keesler AFB, MS*  
Contact – Katie Fulford  
Phone – (228) 377-3706  
Cell- (228) 229-5233  
Description – Renovation of #4 & #6 400,000  
Elevated Tanks  
Price - \$966,252  
Completion Date – 2013/2014

*Town of Kilmichael, MS*  
Contact – Stanley Spradling  
Phone – (662) 494-7101  
Description – Repair, Cleaning, and Repair of a  
100,000 Elevated Water Tank  
Price – \$149,987  
Completion Date – 2012

*City of Kossuth, MS*  
Contact – Mark Weeden  
Phone – (662) 842-7381  
Description – Repair and Repaint of a 150,000  
Elevated Water Tank  
Price – \$203,942  
Completion Date – 2012

*Pearl River Community College, MS*  
Contact – Roger Knight  
Phone – (601) 403-1159  
Description – renovation of a 75,000 Pedit-sphere  
water tank  
Price - \$174,897  
Completion Date – 2012

*City of Port Gibson, MS*  
Contact – Raymond Coleman  
Phone – (601) 259-5842  
Description – Clean & Coat Interior & Exterior of  
200K and 250K elevated water tanks  
Price – \$435,037  
Completion Date – 2015



*Town of Raleigh, MS*  
Contact – Michael Thornton  
Phone – (601) 782-4672  
Description – Rehabilitation of 200K Elevated  
Water Tank  
Price - \$91,060.00  
Completion Date – 2004

*City of Southaven, MS*  
Contact – Ray Humphrey  
Phone – (662) 796-2492  
Description – 16 year Maintenance and  
Rehabilitation of (5) 500,000 Gallon Water Tanks  
Price – \$1.2  
Completion Date – current

## **OKLAHOMA**

*Broken Bow Public Works Authority, OK*  
Contact – Gary Swift  
Phone – (580) 584-3407  
Engineer – Stewart Nolan  
Phone – (501) 831-9908  
Description – Repair and Repaint a 250,000  
Elevated Water Tank  
Price - \$187,716  
Completion Date – 2010

*City of Clinton, OK*  
Contact – Arnold Adams  
Phone – (580) 323-0217  
Description – Rehabilitation of a 300,000 Elevated  
Water Tank  
Price – \$91,139  
Completion Date – 2011

*City of Collinsville, OK*  
Contact – Don Phifer  
Phone – (918) 740-0190  
Description – Interior Clean & Paint of a 500,000  
Elevated Tank  
Price – \$61,623  
Completion Date – 2013

*City of Guymon, OK*  
Contact – Patrick Barnas  
Phone – (405) 755-5325  
Description – Interior & Exterior Coating of a 1MG  
Water Tank  
Price – \$200,008  
Completion Date – 2013

## **TENNESSEE**

*City of Bolivar, TN*  
Contact – Robert Stigall, Engineer  
Phone – (616) 460-7515  
Description – Lead Abatement 300,000 & 500,000  
Elevated With Containment  
Price - \$386,000.00  
Completion Date – 2006

*Cleveland Utilities, TN*

Contact – Philip Luce

Phone – (423) 478-9388

Description – Rehabilitate and Recoat of 3MG

Water Storage Tank

Price - \$524,195

Completion Date – 2012

**TEXAS**

*City of Dayton, TX*

Contact – David Douglas

Phone – (936) 258-2642

Description – 500,000 Gallon Elevated Int. & Ext.

With Repairs

Price – \$448,997

Completion Date – 2009

*City of Driscoll, TX*

Contact – John Valls

Phone – (361) 779-5646

Description – Exterior Painting of 100,000 Elevated water storage tank

Price – \$37,553

Completion Date – 2016

*Glenn Heights, TX*

Contact – Larry Pennington

Phone – (972) 274-5100

Description – 1 Million Gallon GST Int. Reno & Ext. Spot Paint

Price – \$162,246

Completion Date – 2008

*Hughes Springs, TX*

Contact – George Fifte

Phone – (903) 639-7519

Description – 500,000 Gallon Elevated Int. & Ext.

Repaint With Repairs

Price – \$242,260

Completion Date – 2008

*Point Comfort, TX*

Contact – Rhonda Roberts

Phone – (361) 987-2661

Description – 100,000 Gallon Elevated Int. & Ext.

With Containment

Price – \$217,772

Completion Date – 2008

*City of Poth, TX*

Contact – Kenneth Griffin

Phone – (830) 484-2000

Description – 150,000 Gallon Sphere Int. & Ext.

Repaint

Price – \$89,721

Completion Date – 2011

*Texas Dept. of Criminal Justice*

Contact – Doris Covington

Phone – (936) 437-7114

Description – 150,000 Gallon Elevated Int. & Ext.

With Repairs

Price – \$144,650

Completion Date – 2009

*Texas Parks & Wildlife Dept.*

Contact – Cindy Holmes

Phone – (817) 822-4889

Description – Clean, Repair, & Refinish (2) 100K

Double Ellipsoid Tanks

Price – \$294,141

Completion Date – 2015

*Wichita Falls, TX*

Contact – Jason Spencer

Phone – (940) 636-1273

Description – 1 Million Gallon Elevated Int. & Ext.

With Containment

Price - \$455,760

Completion Date – 2006

*Luling, TX*

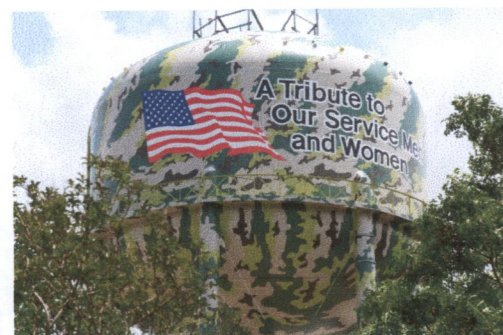
Contact – Bobby Berger

Phone – (830) 875-2481

Description – interior and exterior rehabilitation of 400,000 Elevated with special design paint

Price – \$285,492

Completion Date – 2013



*City of Taft, TX*

Contact – Hector Castaneda, Engineer

Phone – (361) 883-1984

Description – 500,000 Gallon Elevated Int. & Ext.

With Major Welding Repairs

Price – \$368,534

Completion Date – 2016



Office of the Secretary of State

CERTIFICATE OF AUTHORITY  
OF

Tank Pro, Inc.  
Filing Number: 800127474

The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above named corporation for a Certificate of Authority to transact business in this State under the Texas Business Corporation Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this State from and after this date for the purpose or purposes set forth in the application under the name of

Tank Pro, Inc.

Dated: 09/26/2002

Effective: 09/26/2002



A handwritten signature in cursive script that reads "Gwyn Shea".

Gwyn Shea  
Secretary of state