

November 16, 2022

City of Pflugerville
Public Works Department
15500 Sun Light Near Way #B
Pflugerville, Texas 78660

Attn: Brandon Pritchett, Public Utility Director

Re: Recommendation of Contractor for Historic Elevated Tank Rehabilitation

The purpose of this letter is to recommend a contractor for the above referenced project. A complete bid tabulation from the November 9, 2022, public bid opening is attached. This project involves the rehabilitation, recoating, and structural steel repairs of the 50,000-gallon riveted steel elevated storage tank for the City of Pflugerville.

1. Bid Tabulation Sheet – Seven (7) contractors participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. One bid was found to have a mathematical error. This error was corrected to reflect the lowest price. This error did not affect the outcome of the lowest bid. The project was bid with a Base Bid, one (1) Alternate Bid Item, and two (2) Additive Bid Items. Copy of Bid Tabulation is attached.
2. Qualifications and References – The lowest responsive and responsible bidder, Tankez Coatings, Inc. of Fort Worth, Texas provided an acceptable list of qualifications and references.

The lowest, responsive, and responsible bidder, Tankez Coatings, Inc. is recommended for award for a total contract price not to exceed \$326,500. This includes the Base Bid items (\$280,000) and Additive Bid Items #1 & #2 (\$30,000 & \$16,500) to be awarded as needed per the Technical Specifications. Alternate Bid Item #1, for an alternate coating system, is not recommended for award. A copy of the Bidder's Proposal is attached. Dunham Engineering has interviewed the Contractor's Project Manager, and reviewed submitted references for similar projects, and has found all to be satisfactory.

If you should have any questions regarding the above recommendations, please feel free to call anytime.

Sincerely,

Dalton Warren

Dalton Warren, E.I.T.
Project Engineer

CITY OF PFLUGERVILLE PROPOSAL AND BID SCHEDULE

Proposal of Tankez Coatings Inc. (hereinafter called "Bidder"), doing business as a corporation / a partnership / an individual (strike out inapplicable terms), to the CITY OF PFLUGERVILLE (hereinafter called "Owner").

City of Pflugerville:

The Bidder, in compliance with your invitation for bids for the construction of Historic E.S.T. Rehabilitation, having examined the Plans and Specifications and related documents, the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed project, including materials and supplies, and to construct the project in accordance with the Plans, Specifications and Contract Documents, within the time set forth therein, and in performing the Work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" issued by the Owner and to Substantially and Finally Complete the Work within 120 and 150 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages the sum set forth in the City of Pflugerville Standard Capital Improvement Project (CIP) Construction Agreement between City and Contractor for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDA:

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

BASE BID ITEMS

Item No.	Estimated Quantity	Description and Price in Words	Total Price
1.	Lump Sum	Furnish material and labor to replace the interior coating system of the 50,000-gallon elevated storage tank, per the Technical Specifications: \$ <u>fifty five thousand</u> dollars and <u>zero</u> cents	\$ <u>55,000.00</u>
2.	Lump Sum	Furnish material and labor to replace the exterior coating system of the 50,000-gallon elevated storage tank, per the Technical Specifications: <u>one hundred sixty</u> \$ <u>six thousand</u> dollars and <u>zero</u> cents	\$ <u>166,000.00</u>
3.	Lump Sum	Furnish material and labor to perform the repair items of the 50,000-gallon elevated storage tank, per the Technical Specifications: \$ <u>fifty nine thousand</u> dollars and <u>zero</u> cents	\$ <u>59,000.00</u>

BASE BID ITEMS

Base Bid - total of Items 1, 2, & 3 above: \$ two hundred eighty thousand dollars and zero cents \$ 280,000.00

Alternate Bid Item #1

Lump Sum

Provide approved alternate coating system in lieu of the specified coating system for
An additional \$ 14,000.00 fourteen thousand dollars and zero cents
Or deduction of \$ N/A
From the base bid.

Additive Bid Item #1

Each

Provide unit pricing for the repair by welding of additional holes or corrosion damaged areas:
\$ 300.00 dollars and 00 cents three hundred dollars and zero cents

Additive Bid Item #2

Lump Sum

Furnish material and labor to apply Metallic Clearcoat per Technical Specifications:
\$ 16,500.00 dollars and 00 cents sixteen thousand five hundred dollars and zero cents

Bidder hereby acknowledges and agrees that the description of Work to be done at unit prices is intended principally to serve as a guide in evaluating bids and is not intended to fully describe all Work required.

Bidder further agrees that the Work to be done and material to be furnished at unit prices may be increased or diminished as may be considered necessary in the opinion of the Design Consultant and approved by the Owner to complete the Work fully as planned and contemplated, and that estimated quantities may be increased to cover additional work ordered by the Design Consultant and approved by the Owner, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of the work so ordered.

Bidder hereby represents that the foregoing prices shall include all labor, materials, removal, overhead, profit, insurance, and any other costs from whatever source derived necessary to cover the finished work called for to complete the project. Changes shall be processed in accordance with applicable provisions of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding, and also reserves all other rights afforded under applicable law whether stated in the Owner's proposal or not.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing and opening time for receiving bids.

Upon receipt of written Notice of Award of contract based on this bid, Bidder will execute the formal contract attached and deliver performance and payment bonds as required by the Contract Documents within ten (10) days.

The bid security attached in the sum of Fourteen thousand dollars 5 1/2% (five percent (5%) of the bid amount) shall become the property of the Owner in the event the contract and performance and payment bonds are not executed and delivered within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

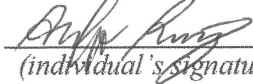
Bidder represents that the following Architects, Engineers, Consultants, Sub-Consultants, job-site superintendents, Subcontractors and suppliers, as applicable, shall be involved in Project construction.

Job Site Superintendents: Antonio R. Landaverde and Julian Ramirez
No Subcontractors
Paint - TAEMEC
Abrassives - Specialty Sand
Hire Sun Coast Resources

(Attach additional sheet if necessary)

Respectfully submitted:

Bidder: Tanker Coatings, Inc.
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Antonio R. Landaverde
(typed or printed)

Title: President
(typed or printed)

Date: 11-07-2022
(typed or printed)

Business Address:
2221 Loving Ave.
Ft. Worth, TX 76164

Email: tankercoatingsinc@gmail.com

Phone: 817-714-1016 or 903-495-6726

(Attach evidence of authority to sign if Bidder is a corporation, partnership, or a joint venture.)


(Seal – if bid by a corporation)

**CITY OF PFLUGERVILLE STATE OF TEXAS TAX CODE,
CHAPTER 151 COMPLIANCE CERTIFICATE**

Contractor shall comply with all applicable sales, excise, and use tax requirements of the Texas Tax Code. The Contractor hereby certifies that the Contract Sum is divided as follows:

Tax exempt products, materials, and services (See Notes 1 and 2)	\$ <u>196,000.00</u>
Taxable products, materials, and services (See Note 3)	\$ <u>84,000.00</u>
Total (See Note 4)	\$ <u>280,000.00</u>

Contractor: Tankez Coatings, Inc.
(typed or printed name of organization)

Signature: 
(individual's signature)

Name: Antonio R. Landaverde
(typed or printed)

Title: President
(typed or printed)

Business Address:

2221 Loving Ave.
Ft. Worth, TX 76104

Phone: 817-714-1016 Email: tankezcoatingsinc@gmail.com
or 903-495-6726

Note:

1. Exempt products and materials are those items purchased for the Project which are physically incorporated into the Project constructed for the City or are necessary and essential for providing the Work and are completely consumed for the Project. For purposes of this definition, products and materials are completely consumed if after being used once for its intended purpose it is used up or destroyed. Products and materials rented or leased for use in providing the Work cannot be completely consumed for the purposes of this definition.
2. Exempt services are those services performed at the Project Site where the Contract expressly requires the specific service to be provided or purchased by the person performing the service and is integral to completing the Work.
3. Products, materials, and services are not tax exempt if they are used by the Contractor but are not physically incorporated into the City's Project or are not consumed by construction or installation as defined above. Machinery or equipment and its accessories and repair and replacement parts used in providing the Work are not exempt.
4. The total sum of the amount for tax exempt and taxable products, materials, and services must equal the Contract Sum.

END OF SECTION

CITY OF PFLUGERVILLE COMPLIANCE TO TEXAS STATE

LAW REGARDING NONRESIDENT BIDDERS

Texas Government Code Chapter 2252 applies to the award of government contract to nonresident bidders. This chapter provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

“Nonresident bidder” refers to a person who is not a resident of Texas.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder:

- Bidder (includes parent company or majority owner) qualifies as a resident bidder whose principal place of business is in the state of Texas.
- Bidder qualifies as a nonresident bidder whose principal place of business or residency is in the state of: _____

Any determination of state bidder preference law is based on the Texas Comptroller’s annual summary of other state bidder preference laws.

Bidder: Tanker Coatings, Inc.
(typed or printed name of organization)

Signature: 
(individual’s signature)

Name: Antonio R. Landaverde
(typed or printed)

Title: President
(typed or printed)

Business Address:
2221 Loving Ave.
Ft. Worth, TX 76164

Phone: 817-714-1016 Email: tankercoatingsinc@gmail.com
(Attach evidence of authority to sign if Offeror is a corporation, partnership, or a joint venture.)

END OF SECTION

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 of the 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.

Tanker Coatings, Inc.

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.

NIA

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.

NIA

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.

NIA

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

11-07-2022
Date

CITY OF PFLUGERVILLE NON-COLLUSION CERTIFICATION

STATE OF TEXAS
COUNTY OF Tarrant

Contractor: [Buyer] Tanke2 Coatings, Inc.
[Street address] 2221 Loving Ave
[City, state, zip code] Ft. Worth, TX 76164

Contract: Historic Elevated Water Storage Tank Rehabilitation
[Project number]

Contractor certifies that it has not been a party to any collusion among Contractors in the restraint of freedom of competition by agreement to submit a Bid or Proposal at a fixed price or to refrain from submitting a Bid or Proposal; or with any official or employee of the City as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between Contractors and any official of the City concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Contractor: Tanke2 Coatings, Inc.
(typed or printed name of organization)

Signature: [Signature]
(individual's signature)

Name: Antonio R. Landaverde
(typed or printed)

Title: President
(typed or printed)

Business Address:
2221 Loving Ave.
Ft. Worth, TX 76164

Phone: 817-714-1016 Email: tanke2coatingsinc@gmail.com
(Attach evidence of authority to sign if Contractor is a corporation, partnership, or a joint venture.)

END OF SECTION

UNITED STATES FIRE INSURANCE CO.

BID BOND

Bond Number N/A

KNOW ALL MEN BY THESE PRESENTS:

That we Tankez Coatings, Inc.
2221 Loving Avenue Fort Worth, TX 76164

(Name and address of Contractor)

as Principal (hereinafter the "Principal"), and United States Fire Insurance Company
305 Madison Avenue, Morristown, NJ 07960

(Name and address of Surety)

a Delaware corporation (hereinafter the "Surety"), are held and firmly bound unto _____
City of Pflugerville 15500 Sun Light Near Way#B Pflugerville, TX 78660

(Name, address and legal title of Owner)

(hereinafter the "Obligee") in the lesser amount of either five percent (5%) of the amount bid or Five Percent of Greatest
Amount Bid Dollars (\$5% of G.A.B.) (hereinafter the "Penal Sum"), for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted a bid for Rehab of a 50,000 gallon leg tank with containment
Pflugerville, TX

(insert full name, address and description of Project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within ____ calendar days from date for submission of bids specified in the bid documents, and the Principal shall enter into a Contract with the Obligee 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, or in the event of the failure of the Principal to enter into such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the lesser of five percent (5%) of the amount bid by Principal or the difference, not to exceed the penalty hereof, between the amount specified in said bid and such larger amount for which the Obligee may reasonably 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 liability of the Surety hereunder shall in no event exceed the lesser of: (a) the Penal Sum hereof; (b) five percent (5%) of the amount bid by Principal or (c) the difference between the amount specified in the Principal's bid and any larger amount for which the Obligee reasonably contracts with another party to perform the work specified in the Principal's bid.

The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding ninety (90) calendar days in the aggregate beyond the date for submission of bids specified in the bid documents, and in such event the Obligee shall obtain the Surety's written consent for an extension beyond ninety (90) days.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless 1.) Prior to execution of the final contract, Obligee shall furnish evidence of financing in a manner and form acceptable to Principal and Surety and confirm that financing has been firmly committed to cover the entire cost of the project and 2.) Principal and Surety approve the contract documents.

Signed and sealed this 9th day of November, 2022.

ATTEST:



Tankez Coatings, Inc.
(Principal)
Antonio R. Landaverde
By: Angie Astran (SEAL)
President
(Title)

WITNESS:

UNITED STATES FIRE INSURANCE CO.


Angie Astran, Client Manager

By: Brent M. Blonigan (SEAL)
Brent M. Blonigan, Attorney-in-Fact

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0645722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Debbie Palmer, Kara Pierce, Marci Luse, Brent M. Blonigan

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation

Article III, Officers, Section 3.11, Facsimile Signatures - The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021

UNITED STATES FIRE INSURANCE COMPANY

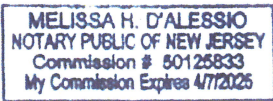


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey ;
County of Morris ;

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the *22* day of *November* 20*21*

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright
Alfred N. Wright, Senior Vice President