Action Recommendation:

Staff recommends awarding Bid #20-54 and approving a construction contract with CB & I Storage Tank Solutions, LLC in the amount of $2,517,000.00 for construction of a new elevated water storage tank on Gulley Road, approving a contingency in the amount of $251,700.00 and approving a budget adjustment.

Budget Impact:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Current Budget</th>
<th>Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5400.720.5600-5808.00</td>
<td>$2,688,000.00</td>
<td>$2,768,700.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budgeted Item?</th>
<th>Yes</th>
<th>Budget Adjustment Attached?</th>
<th>Yes</th>
<th>Does item have a cost?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Balance</td>
<td>$2,687,589.60</td>
<td>Remaining Budget</td>
<td>$0.60</td>
<td>Item Cost</td>
<td>$81,111.00</td>
</tr>
</tbody>
</table>

City of Fayetteville Staff Review Form

2020-0597

Legistar File ID

8/4/2020

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

Tim Nyander
7/15/2020
WATER SEWER (720)

Submitted By
Submitted Date
Division / Department

City of Fayetteville Staff Review Form

2020-0597

Legistar File ID

8/4/2020

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

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MEETING OF AUGUST 4, 2020

TO: Mayor and City Council

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

FROM: Corey Granderson, Utilities Engineer

DATE: July 15, 2020

SUBJECT: Bid #20-54, CB & I Storage Tank Solutions, LLC – Construction Contract for Gulley Road Water Tank and approving a budget adjustment

RECOMMENDATION:
Staff recommends awarding Bid #20-54 and approving a construction contract with CB & I Storage Tank Solutions, LLC in the amount of $2,517,000.00 for construction of a new elevated water storage tank on Gulley Road, and approving a contingency in the amount of $251,700.00 and approving a budget adjustment.

BACKGROUND:
On July 1, 2020 the City of Fayetteville accepted sealed competitive bids for the Gulley Road Water Tank project. CB & I Storage Tank Solutions, LLC submitted the lowest bid. All bids are shown here:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CB &amp; I Storage Tank Solutions, LLC</td>
<td>$2,517,000.00</td>
</tr>
<tr>
<td>Caldwell Tanks, Inc.</td>
<td>$2,682,000.00</td>
</tr>
<tr>
<td>Gerard Tank &amp; Steel, Inc.</td>
<td>$2,545,000.00</td>
</tr>
<tr>
<td>Phoenix Fabricators &amp; Erectors, Inc.</td>
<td>$2,966,000.00</td>
</tr>
</tbody>
</table>

DISCUSSION:
This new water tank will be located adjacent to the City’s existing water tank on Gulley Road, east of Fayetteville. The new tank will be of identical shape and capacity as the existing tank and will help the City’s water system meet the demands for water use both today and into the future. This tank was recommended in the City’s Water Master Plan by Olsson, Inc.

BUDGET/STAFF IMPACT:
Funds are available for this project in the Eastside Water Storage Tank. Additional budgeted funds will be moved and utilized from the Water System Rehabilitation/Replace project to cover total construction cost of this project.

Attachments:
Project Vicinity Map
Certified Bid Tab, Bid #20-54
Agreement
Olsson recommendation
July 7, 2020

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

Re: East Service Area Improvements, Contract Section II New Elevated Water Tank
Fayetteville, Arkansas
Olsson Project 018-0031

Mr. Granderson:

Bids for the above referenced project were received and opened on July 1, 2020. A total of four (4) bids were submitted and have been reviewed. The bid totals received are shown below.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>CB&amp;I Storage Tank Solutions, LLC</td>
<td>$2,517,000.00</td>
</tr>
<tr>
<td>Gerard Tank &amp; Steel, Inc.</td>
<td>$2,545,000.00</td>
</tr>
<tr>
<td>Caldwell Tanks, Inc.</td>
<td>$2,682,000.00</td>
</tr>
<tr>
<td>Phoenix Fabricators &amp; Erectors, Inc.</td>
<td>$2,966,000.00</td>
</tr>
</tbody>
</table>

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Chicago Bridge & Iron (CB&I) Storage Tank Solutions, LLC, in the contract amount of $2,517,000.00. Upon your approval, we will commence with the processing of the contract for the project.

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

Cordially,

W. Chris Hall
Water/Wastewater Team Leader
## Bid Tabulation

**Bid 20-54, Construction - Gulley Road New Water Storage Tank**

<table>
<thead>
<tr>
<th>#</th>
<th>Quantity Required</th>
<th>Unit of Measure</th>
<th>UnitPrice</th>
<th>TotalCost</th>
<th>UnitPrice</th>
<th>TotalCost</th>
<th>UnitPrice</th>
<th>TotalCost</th>
<th>UnitPrice</th>
<th>TotalCost</th>
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<tbody>
<tr>
<td>#1-1</td>
<td>1</td>
<td>Lump Sum</td>
<td>$2,512,000.00</td>
<td>$2,512,000.00</td>
<td>$2,673,000.00</td>
<td>$2,673,000.00</td>
<td>$2,540,000.00</td>
<td>$2,540,000.00</td>
<td>$2,960,000.00</td>
<td>$2,960,000.00</td>
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<tr>
<td>#1-2</td>
<td>1</td>
<td>Lump Sum</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
<td>$3,000.00</td>
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<td>$3,500.00</td>
<td>$3,500.00</td>
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<tr>
<td>#1-3</td>
<td>1</td>
<td>Lump Sum</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>
Bid 20-54, Construction – New Water Storage Tank; Gulley Rd - Bid 20-54, Construction - Gulley Road Water Tank

Project Overview

<table>
<thead>
<tr>
<th>Project Details</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Reference ID</td>
<td>Bid 20-54, Construction – New Water Storage Tank; Gulley Rd</td>
</tr>
<tr>
<td>Project Name</td>
<td>Bid 20-54, Construction - Gulley Road Water Tank</td>
</tr>
<tr>
<td>Project Owner</td>
<td>Andrea Foren</td>
</tr>
<tr>
<td>Project Type</td>
<td>ITB</td>
</tr>
<tr>
<td>Department</td>
<td>Purchasing</td>
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<tr>
<td>Certification of Funds</td>
<td>$2,300,000.00</td>
</tr>
<tr>
<td>Project Description</td>
<td>Bid 20-54, Construction - Gulley Road Water Tank</td>
</tr>
<tr>
<td>Open Date</td>
<td>Jun 07, 2020 12:00 AM CDT</td>
</tr>
<tr>
<td>Close Date</td>
<td>Jul 01, 2020 2:00 PM CDT</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Highest Scoring Supplier</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>CB&amp;I Storage Tank Solutions LLC</td>
<td>100 pts</td>
</tr>
</tbody>
</table>

Seal status
<table>
<thead>
<tr>
<th>Requested Information</th>
<th>Unsealed on</th>
<th>Unsealed by</th>
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</thead>
<tbody>
<tr>
<td>Required City Forms</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>Les McLaugh</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>Les McLaugh</td>
</tr>
<tr>
<td>Bid 20-54, Bid Form (BT-13QZ)</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>Les McLaugh</td>
</tr>
<tr>
<td>Arkansas Contractors License#</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>Les McLaugh</td>
</tr>
<tr>
<td>Arkansas Secretary of State Filing #</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>Les McLaugh</td>
</tr>
</tbody>
</table>

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. Jul 01, 2020 2:02 PM CDT Les McLaugh

Conflict of Interest

# Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee.  
## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members.  
## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family:  
* has direct or indirect financial interest in the award of the contract to any proponent;  
* is currently employed by, or is a consultant to or under contract to a proponent;  
* is negotiating or has an arrangement concerning future employment or contracting with any proponent; or,  
* has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your
conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee’s review of this project, I will immediately report it to the Purchasing Director.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Signed</th>
<th>Has a Conflict of Interest?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Les McGaugh</td>
<td>Jul 01, 2020 2:02 PM CDT</td>
<td>No</td>
</tr>
</tbody>
</table>
Public Notices

Addendum 1 - Bid 20-54, Construction - Gulley Road Water Tank

Les McGaugh, Jun 25, 2020 3:23 PM CDT

The City has issued Addendum 1 to Bid 20-54, Construction - Gulley Road Water Storage Tank
## Scoring Summary

### Active Submissions

<table>
<thead>
<tr>
<th>Supplier</th>
<th>Total / 100 pts</th>
<th>Total Base Bid / 100 pts</th>
<th>Within Certified Amount Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>CB&amp;I Storage Tank Solutions LLC</td>
<td>100 pts</td>
<td>100 pts ($2,517,000.00)</td>
<td>Pass</td>
</tr>
<tr>
<td>Gerard Tank &amp; Steel, Inc</td>
<td>98.9 pts</td>
<td>98.9 pts ($2,545,000.00)</td>
<td>Pass</td>
</tr>
<tr>
<td>Caldwell Tanks, Inc.</td>
<td>93.85 pts</td>
<td>93.85 pts ($2,682,000.00)</td>
<td>Pass</td>
</tr>
<tr>
<td>Phoenix Fabricators &amp; Erectors, Inc</td>
<td>84.86 pts</td>
<td>84.86 pts ($2,966,000.00)</td>
<td>Pass</td>
</tr>
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</table>
## Signatures

<table>
<thead>
<tr>
<th>Name</th>
<th>Signatures</th>
</tr>
</thead>
</table>
| Andrea Foren (Project Owner) | Andrea Foren Digitally signed by Andrea Foren  
Date: 2020.07.08 16:23:58 -05'00'                |
| Les McGaugh (Evaluator) | Les McGaugh Digitally signed by Les McGaugh    
Date: 2020.07.02 16:18:56 -05'00'                 |
SECTION 00 52 00 – AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: EAST SERVICE WATER AREA IMPROVEMENTS – CONTRACT SECTION II, NEW ELEVATED WATER TANK

Contract No.: 20-54___ Construction

THIS AGREEMENT is dated as of the ______ day of _____________ in the year 20___ by and between

The City of Fayetteville, Arkansas and CB&I Storage Tank Solutions LLC, (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:

The Work under this Contract includes, but is not limited to, the construction of a new 750,000-gallon elevated steel hydropillar storage tank and the addition of an air gap to the existing adjacent elevated storage tank. The Work also includes the installation of 18-inch DIP water lines, tie to an existing 16-Inch DIP water line, valves and fittings, generator and concrete pad, sitework including grading, removal of trees and stumps, seeding, fencing, testing and disinfection and all items set out in the Contract Documents.

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 420 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 450 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 FINAL PAYMENT

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.

AGREEMENT
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%).
   b. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.

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: East Service Area Improvements – Contract Section III, New Pump Station and Water Line Improvements.

8. Addenda numbers 1 to 1, 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 and file with the Circuit Clerk of Washington County 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 in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by 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:

CB&I Storage Tank Solutions LLC

By: Donald O. Nason
(Type or legibly print)

(Signature)

Title: Commercial Manager

CITY OF FAYETTEVILLE

By: Lioneld Jordan
(Type or legibly print)

(Signature)

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 __________________________

(See attached Certification of Resolution and Authority)
CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Eduardo S. Pérez, do hereby certify that I am the duly elected and acting Assistant Secretary of CB&I Storage Tank Solutions LLC, a Delaware limited liability company (the “Company”), and that as such officer I am duly authorized to make this certificate on behalf of the Company.

I further certify that by consent in lieu of a meeting dated July 25, 2019, the Sole Member of the Company adopted the following resolution in accordance with the Company’s Limited Liability Company Agreement:

RESOLVED, that the President, any Vice President, the Treasurer, or any regional sales manager, contracting manager, regional construction manager, manufacturing manager, project manager, or business development manager heretofore or hereafter appointed by the Company or any other sales representative as may from time to time be designated by any one of the President, any Vice President, or the Treasurer, is authorized to make bids, prepare quotations, and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to otherwise bind and obligate the Company in the conduct of its normal business.

I further certify that the foregoing resolution is in full force and effect and that the following are duly designated and have the authority to act on behalf of the Company as outlined above:

Michael S. Allison  Commercial Manager
Geoff Bean  Commercial Manager
Dave Beck  Construction Manager
James E. Bohinski  Operations Manager
Paul Catanzaro  Business Development Manager
John R. Currie  Commercial Manager
Larry Henkel  Regional Sales Manager
Lance Jansen  Project Manager
Dan Knight  Commercial Manager
Shawn Lantis  Regional Sales Manager
Peter Loduha  Construction Supervisor
Don Nason  Commercial Manager
Drew Rockafellow  Project Manager

This certificate shall remain in full force and effect for ninety (90) days from the date it bears, unless sooner revoked, but no such revocation shall be effective as to anyone dealing with any individual named in this certificate in reliance hereon unless written notice of such revocation has been received by the person so relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of CB&I Storage Tank Solutions LLC, this 16th day of July, 2020.

______________________________
Eduardo S. Pérez, Assistant Secretary
Address for giving notices
11560 Great Oaks Way, Suite 500
Alpharetta, GA, 30022

Address for giving notices
113 W. Mountain St.
Fayetteville, AR 72701

Arkansas
License No. 0389341120

Agent for Service of process
CT Corporation
124 West Capitol Avenue, Suite 1900
Little Rock, AR 72201

(Type or legibly print)

(Signature)

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 or LLC, attach evidence of authority to sign.)

Approved as to Form:

By: ________________________________

Attorney For: ________________________________

END OF SECTION 00 52 00

8 - 00 52 00

AGREEMENT