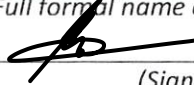


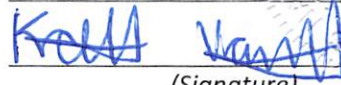


## 10% BID BOND

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

<b>Bidder</b> Name: O & J Coatings, Inc. Address (principal place of business): 1720 Cynthia Lane Hurst, TX 76054	<b>Surety</b> Name: Merchants National Bonding, Inc. Address (principal place of business): P.O. Box 14498 Des Moines, IA 50306-3498
<b>Owner</b> Name: City of Watertown Address (principal place of business): 106 Jones Street P.O. Box 477 Watertown, WI 53094	<b>Bid</b> Project (name and location): Fluted Elevated Tank Rehabilitation Contract 1-2024  Bid Due Date: February 4, 2025
<b>Bond</b> Penal Sum: Ten Percent of the Greatest Amount Bid (\$ 10% G.A.B.) Date of Bond: February 4, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> O & J Coatings, Inc. (Full formal name of Bidder)	<b>Surety</b> Merchants National Bonding, Inc. (Full formal name of Surety) (corporate seal)
By:  (Sianature)	By:  (Sianature) (Attach Power of
Name: J ARTURO ANDRADE (Printed or typed)	Name: Brady K Cox (Printed or typed)
Title: PRESIDENT	Title: Attorney-in-Fact
Attest:  (Sianature)	Attest:  (Sianature)
Name: JOSE AMADOR ANDRADE (Printed or typed)	Name: Katie Vanikiotis (Printed or typed)
Title: VICE PRESIDENT	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brady K Cox; Brent Baldwin; Brock Baldwin; Cynthia A Alford; John A Aboumrad; Keith Rogers; Kristi Dale; Michael B Hill; Neira Hernandez; Russ Frenzel; Samuel Freireich; Sylvia Thomas; William D Baldwin; Yamillec Ramos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of January, 2025.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

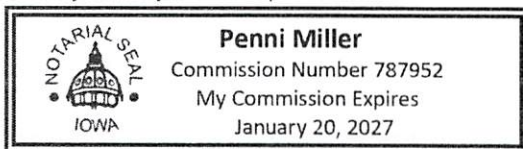
By

*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 9th day of January, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

*Penni Miller*

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of February, 2025.



*Elisabeth Sandersfeld*

Secretary

BIDDER: O&J COATINGS, INC.

# BID FORMS

CITY OF WATERTOWN  
WATERTOWN, WISCONSIN  
FLUTED ELEVATED TANK REHABILITATION  
CONTRACT 1-2024

Prepared by:

STRAND ASSOCIATES, INC.®  
910 West Wingra Drive  
Madison, WI 53715  
[www.strand.com](http://www.strand.com)

Issued for Bid  
January 7, 2025



SECTION 00 41 00

BID

CITY OF WATERTOWN  
WATERTOWN, WISCONSIN  
FLUTED ELEVATED TANK REHABILITATION  
CONTRACT 1-2024

A. Table of Contents

- ARTICLE 1. BID RECIPIENT
- ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA
- ARTICLE 3. BIDDER'S REPRESENTATIONS
- ARTICLE 4. BIDDER'S CERTIFICATIONS
- ARTICLE 5. BASIS OF BID
- ARTICLE 6. TIME OF COMPLETION
- ARTICLE 7. ATTACHMENTS TO THIS BID
- ARTICLE 8. DEFINED TERMS
- ARTICLE 9. COMMUNICATIONS
- ARTICLE 10. BID SUBMITTAL

ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 11 A.M., local time, February 4, 2025.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

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

ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

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

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

### ARTICLE 3—BIDDER'S REPRESENTATIONS

#### 3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4–BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

## ARTICLE 5–BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

**BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.**

## BID

CITY OF WATERTOWN  
WATERTOWN, WISCONSIN  
FLUTED ELEVATED TANK REHABILITATION  
CONTRACT 1-2024

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any Alternatives to the Computed Total Base Bid. Should OWNER wish to consider Alternatives listed, Bidder may be required to provide additional information as listed in Articles 7.05 and 7.06 of the General Conditions, prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the Drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 13.03 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid.

See Section 01 29 00—Contract Considerations for discussion of allowances to include in the Bid.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
1.	Mobilization, Demobilization, and Site Restoration	1	LS	\$	\$
2.	Preconstruction Video	1	LS	\$	\$
3.	Temporary Containment Shroud	1	LS	\$	\$
4.	Tank Exterior Surface Preparation and Coating	1	LS	\$	\$
5.	Tank Interior Wet Surface Preparation and Coating	1	LS	\$	\$
6.	Tank Interior Dry Base Plate Spot Surface Preparation and Recoating	1	LS	\$	\$
7.	Tank Valve Vault Piping Surface Preparation and Coating	1	LS	\$	\$
8.	Provide New Failsafe Vent in Place of Existed Bolded on Vent. Remove and Dispose of Existing Vent	1	LS	\$	\$
9.	Remove Existing Tank Expansion Joints and Provide Bellows Style Expansion Joint in a Different Location	2	LS	\$	\$
10.	Provide Aluminum Cladding on Insulated Riser Pipe	2	LS	\$	\$

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
11.	Welding Repairs Such as Roof Hole Repairs, Interior Wet Ladder Replacement, Conduit Support Tabs, Roof Support Stands, Conduit Penetration Covering, Weir Box Repairs, and Any Other Necessary Welding Repairs	1	LS	\$	\$
12.	Provide Cathodic Protection and All Electrical Work Required for a Complete Installation INCL Wiring and Connection to Existing Panels.	1	LS	\$	\$
13.	Tank Base Plate Grout Replacement	1	LS	\$	\$
14.	Miscellaneous Work and Other Minor Repairs Not Included in Other Bid Tabs	1	LS	\$	\$
15.	OWNER Contingency Allowance Section 01 29 00—Contract Considerations	1	LS	\$10,000.00	\$10,000.00

COMPUTED TOTAL BASE BID CONTRACT 1-2024 (ITEMS 1 THROUGH 15)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (Words) (Numbers)

BID ALTERNATIVE NO. 1

CITY OF WATERTOWN  
WATERTOWN, WISCONSIN  
FLUTED ELEVATED TANK REHABILITATION  
CONTRACT 1-2024

Item No.	Description	Estimated Quantity	Unit		Bid Unit Price	Bid Price
1.	Deduct Bid Item No. 3: Temporary Containment Shroud Removing This Scope of Work From Bid	1	LS	DEDUCT	\$	\$
2.	Perform Localized Collection at the Point of Cleaning (Section 09 67 16--Steel Water Storage Tank Painting)	1	LS	ADD	\$	\$

COMPUTED TOTAL BID ALTERNATIVE NO. 1

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) (Numbers)

## ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1      90 calendar days after taking the tank out of service.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

## ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of 10% Bid Bond  
(Surety2000, Certified Check, Bank Money Order, or Bond)

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

C. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

## ARTICLE 8–DEFINED TERMS

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

## ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: J ARTURO ANDRADE

Street: 1720 CYNTHIA LN

City, State, Zip Code: HURST TX 76054

Phone No.: 817-917-1040 Fax No.: N/A

E-mail address: OJCOATINGSINC@YAHOO.COM

## ARTICLE 10–BID SUBMITTAL

Submitted on 2/3/2025

State Contractor License Number Covenant attached (if applicable).

If Bidder is:

An Individual

By: \_\_\_\_\_  
(Individual's signature)

Name (typed or printed): \_\_\_\_\_

Doing business as: \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_  
Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

A Corporation

Corporation Name: O&J COATINGS, INC.  
State of Incorporation: TEXAS  
Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS  
By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): J ARTURO ANDRADE

Title: PRESIDENT

Attest Jess A  
(Signature of Corporate Secretary)

Business address: 1720 CYNTHIA LN, HURST TX 76054

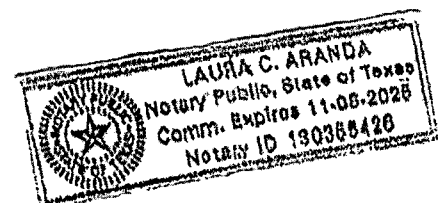
Phone No.: 817-917-1040 Fax No.: N/A

E-mail address: OJCOATINGSINC@YAHOO.COM

Date of Qualification to do business in (State where the Project is located) is COVENANT ATTACHED

Sworn and subscribed to before me this  
3 day of FEBRUARY, 2025  
Laura C Aranda

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: 11-08-2026



*A Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

\_\_\_\_\_  
(Fill in complete name of LLC)

State of Formation: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_, [Member] [Manager]  
(Print Name)

Business Address: \_\_\_\_\_

Telephone.: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

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

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

Notary Public or Other Officer  
Authorized to Administer Oaths.  
My Commission expires: \_\_\_\_\_

END OF SECTION

### **Covenant by Bidder to Obtain a State Contractor's License**

This Covenant ("Agreement") is entered into on this February 3<sup>rd</sup>, 2025, between O & J Coatings, Inc. hereinafter referred to as "Bidder," and The City Of Watertown Wisconsin, hereinafter referred to as the "Owner."

Whereas Bidder is engaged in bidding for contracts in the field of coatings and related services; and

Whereas the Owner requires all contractors bidding for its projects to possess a valid and current state contractor's license; and

Whereas Bidder acknowledges that possession of a state contractor's license is a prerequisite for engaging in business with the Owner.

Now, therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **License Requirement:** Bidder agrees that it shall, within 60 days from the execution of this Agreement, obtain and maintain a valid and current state contractor's license as required by the laws of the state where the Owner operates.
2. **Compliance with Laws:** Bidder shall comply with all applicable laws, rules, regulations, and requirements related to obtaining and maintaining the state contractor's license, including but not limited to any examinations, fees, and continuing education requirements.
3. **Notification of License Status:** Bidder shall promptly notify the Owner in writing of any changes in its state contractor's license status, including but not limited to renewals, suspensions, or revocations.
4. **Indemnification:** Bidder agrees to indemnify and hold harmless the Owner from and against any claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of, or related to Bidder's failure to obtain or maintain a valid and current state contractor's license.
5. **Termination:** In the event Bidder fails to obtain or maintain a valid and current state contractor's license as required herein, the Owner may terminate any existing contracts or agreements with Bidder without liability.
6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the Owner operates.
7. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and

contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

O & J Coatings

  
\_\_\_\_\_  
Signature

J ARTURO ANDRADE

\_\_\_\_\_  
Printed Name of Authorized Representative

Date: 03/04/2024

**COMPANY AGREEMENT**  
**of**  
**O&J Coatings Inc**

**This Company Agreement** (the "Agreement") made and entered into this 3rd day of May, 2021 (the "Execution Date"),

**AMONGST:**

J Arturo Andrade of 1720 Cynthia Ln, Hurst, TX 76054  
Jose A Andrade of 1720 Cynthia Ln, Hurst, TX 76054  
Odorico Landaverde of 1720 Cynthia Ln, Hurst, TX 76054  
Everardo Andrade of 720 Cynthia Ln, Hurts, TX 76054

**BACKGROUND:**

- A. The Members wish to associate themselves as Directors of a For-profit Corporation.
- B. The terms and conditions of this Agreement will govern the Directors within the For-profit Corporation.

**IN CONSIDERATION OF** and as a condition of the Directors entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Directors agree as follows:

**Formation**

- 1. By this Agreement, the Directors form a For-profit Corporation (the "Company") in accordance with the laws of the State of Texas. The rights and obligations of the Directors will be as stated in the Texas For-profit Corporation Act (the "Act") except as otherwise provided in this agreement.

**Name**

- 2. The name of the Company will be J&O Coatings Inc.

**Purpose**

3. Coatings and paint Service.

**Term**

4. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

**Place of Business**

5. The Principal Office of the Company will be located at 1720 Cynthia Lane, Hurst, TX 76024 or such other place as the Directors may from time to time designate.

**Capital Contributions**

6. The following is a list of all Directors and their Initial Contributions to the Company. Each of the Directors agree to make their Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
J Arturo Andrade	President	\$10,000.00
Jose A Andrade Odorico Landaverde	Vice-President Secretary	\$10,000.00 \$10,000.00
Everardo Andrade	Treasurer	\$10,000.00

**Allocation of Profits/Losses**

7. Subject to the other provisions of this Agreement, the Net Profits or Losses of the Company, for both accounting and tax purposes, will be allocated between the Members in the following manner:

**Additional Contributions**

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However if additional capital is determined to be required and an individual Director is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Directors may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Director in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Director. This liability will be repaid with interest at such rates and times to be determined by a majority of the Directors. This liability will not entitle the lending Director to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Directors.

**Capital Accounts**

15. An individual capital account will be maintained for each Director and their initial Capital Contribution will be credited to this account. Any Additional Contributions made by any Director will be credited to that Director's individual Capital Account.

**Interest on Capital**

16. No borrowing charge or loan interest will be due or payable to any Director on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

**Management**

17. Management of this Company is vested in the President.

**Authority to Bind Company**

18. Only the following individual have authority to act for or bind the Company in contract:

- J Arturo Andrade

**Duty of Loyalty**

19. Any Director may invest in or engage in any business of any type, including without limitation, a business that is similar to the business of the Company whether or not in direct competition with the Company and whether or not within the established or contemplated market regions of the

Director	Profit/Loss Percentage
J Arturo Andrade	25.00%
Jose A Andrade	25.00%
Odorico Landaverde	25.00%
Everardo Andrade	25.00%
Total	100.00%

8. Distributions to Directors will be made in the same fixed proportions as the allocation of Net Profits or Losses described above.
9. No Director will have priority over any other Director for the distribution of Net Profits or Losses.

#### **Nature of Interest**

10. A Director's interest in the Company will be considered personal property, and will at no time be considered real property.

#### **Withdrawal of Contribution**

11. No Director will withdraw any portion of their Capital Contribution without the unanimous consent of the other Directors.

#### **Liability for Contribution**

12. A Director's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Directors or as described elsewhere in this Agreement. If a Director does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Directors to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Director.

Company. Neither the Company nor any Director will have any right to that opportunity or any income derived from that opportunity.

**Duty to Devote Time**

20. Each Director will devote such time and attention to the business of the Company as the majority of the Directors will from time to time reasonably determine for the conduct of the Company business.

**Director Meetings**

21. A meeting may be called by any Director providing that reasonable notice has been provided to the other Director.
22. Director meetings will be held at any location that the Directors may from time to time designate.
23. Regular Director meetings will be held only as required.

**Voting**

24. Each Director will be entitled to cast votes on any matter based upon the proportion of that Director's Capital Contributions in the Company.

**Admission of New Directors**

25. No new Director may be admitted into the Company.

**Voluntary Withdrawal of a Director**

26. Where the Company consists of two or more Directors, the voluntary withdrawal of a Director will have no effect upon the continuance of the Company.
27. It remains incumbent on the withdrawing Director to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Directors as a result of the withdrawal.

**Involuntary Withdrawal of a Director**

28. Events leading to the involuntary withdrawal of a Director from the Company will include but not be limited to: death of a Director; Director mental incapacity; Director disability preventing reasonable participation in the Company; Director incompetence; breach of fiduciary duties by a Director; criminal conviction of a Director; Operation of Law against a Director or a legal

judgment against a Director that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Director can also occur on application by the Company or another Director, where it has been judicially determined that the Director: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of the Company Agreement or of a duty owed to the Company or to the other Director; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Director.

29. Where the Company consists of two or more Directors, the involuntary withdrawal of a Director will have no effect upon the continuance of the Company.

**Dissociation of a Director**

30. In the event of either a voluntary or involuntary withdrawal of a Director, if the remaining Director elect to purchase the interest of the withdrawing Director, the remaining Directors will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Director's interest, upon the withdrawing Director, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Director. The purchase amount of any buyout of a Director's interest will be determined as set out in the Valuation of Interest section of this Agreement.
31. The remaining Directors retain the right to seek damages from a dissociated Director where the dissociation resulted from a malicious or criminal act by the dissociated Director or where the dissociated Director had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
32. A dissociated Director will only have liability for Company obligations that were incurred during their time as a Director. On dissociation of a Director, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Director from liability for future Company obligations.
33. Where the remaining Directors have purchased the interest of a dissociated Director, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand

and model names of the Company.

**Right of First Purchase**

34. In the event that a Director's Interest in the Company is or will be sold, due to any reason, the remaining Directors will have a right of first purchase of that Director's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Director wishes to accept.

**Assignment of Interest**

35. In the event that a Director's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Director's interest in the Company will only acquire that Director's economic rights and interests and will not acquire any other rights of that Director or be admitted as a Director of the Company or have the right to exercise any management or voting interests.

**Valuation of Interest**

36. A Director's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
37. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Directors. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Directors. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Director.
38. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

**Dissolution**

39. The Company may be dissolved by a unanimous vote of the Directors. The Company will also be dissolved on the occurrence of events specified in the Act.
40. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following

groups according to the following order of priority:

- a. in satisfaction of liabilities to creditors except Company obligations to current Directors;
- b. in satisfaction of Company debt obligations to current Directors; and then
- c. to the Directors based on Director financial interest, as set out in the Valuation of Interest section of this Agreement.

**Records**

41. The Company will at all times maintain accurate records of the following:
  - a. Information regarding the status of the business and the financial condition of the Company;
  - b. A copy of the Company federal, state, and local income taxes for each year;
  - c. Name and last known business, residential, or mailing address of each Director, as well as the date that person became a Director;
  - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed; and
  - e. The cash, property, and services contributed to the Company by each Director, along with a description and value, and any contributions that have been agreed to be made in the future.
42. Each Director has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Director of the Company, at their expense.

**Books of Account**

43. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Director. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

**Banking and Company Funds**

44. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Directors. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Directors. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

**Audit**

45. Any Director will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Where the Company consists of two or more Directors, not more than one (1) audit will be required by any or all of the Directors for any fiscal year.

**Tax Treatment**

46. This Company is intended to be treated as a corporation for the purposes of Federal and State Income Tax.

**Annual Report**

47. As soon as practicable after the close of each fiscal year, the Company will furnish to each Director an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Director's income or other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.

**Goodwill**

48. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

**Governing Law**

49. The Directors submit to the jurisdiction of the courts of the State of Texas for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Forbidden Acts**

50. No Director may do any act in contravention of this Agreement.
51. No Director may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Director of the Company.
52. No Director may do any act that would make it impossible to carry on the ordinary business of the Company.
53. No Director will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
54. No Director may confess a judgment against the Company.
55. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal of the offending Director and may be treated accordingly by the remaining Directors.

**Indemnification**

56. All Directors will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Director's participation in Company affairs. A Director will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Director or the breach by the Director of any provisions of this Agreement.

**Liability**

57. A Director or any employee will not be liable to the Company or to any other Director for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Director or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

**Liability Insurance**

58. The Company may acquire insurance on behalf of any Director, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

**Life Insurance**

59. The Company will have the right to acquire life insurance on the lives of any or all of the Directors, whenever it is deemed necessary by the Company. Each Director will cooperate fully with the Company in obtaining any such policies of life insurance.

**Actions Requiring Unanimous Consent**

60. Actions requiring the unanimous consent of all Directors will include, but not be limited to, the following:
- a. Sell, merge, consolidate, exchange or otherwise dispose of all or substantially all of the Property of the Company;
  - b. Sell, loan or otherwise endanger the ownership or possession of any Company property;
  - c. Release any Company claim or debt except for payment in full; and
  - d. Alter the rights, duties or obligations of any class or series of Directors.

**Amendment of Operating Agreement**

61. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Directors.

**Title to Company Property**

62. Title to all Company property will remain in the name of the Company. No Director or group of Directors will have any ownership interest in Company property in whole or in part.

**Miscellaneous**

63. Time is of the essence in this Agreement.
64. This Agreement may be executed in counterparts.

65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
66. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
67. This Agreement contains the entire agreement between the parties. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the parties.
68. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Director's successors, assigns, executors, administrators, beneficiaries, and representatives.
69. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
70. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.


**Definitions**

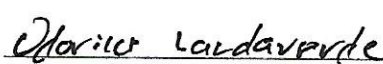
71. For the purpose of this Agreement, the following terms are defined as follows:
  - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by a Director to the Company.

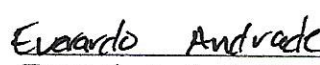
- b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Director.
- c. "Initial Contribution" means Capital Contributions made by a Director to acquire an interest in the Company.
- d. "Director's Interests" means the Director's collective rights, including but not limited to, the Director's right to share in profits, Director's right to a share of Company assets on dissolution of the Company, Director's voting rights, and Director's rights to participate in the management of the Company.
- e. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- f. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- g. "Principal Office" means the office whether inside or outside the State of Texas where the executive or management of the Company maintain their primary office.

IN WITNESS WHEREOF the Directors have duly affixed their signatures under hand and seal on this 3rd day of May, 2021.

  
\_\_\_\_\_  
J Arturo Andrade (President)

  
\_\_\_\_\_  
Jose A Andrade (Vice-President)

  
\_\_\_\_\_  
Odorico Landaverde (Secretary)

  
\_\_\_\_\_  
Everardo Andrade (Treasurer)