

**APACHE JUNCTION WATER DISTRICT
AGREEMENT FOR COATING THE INTERIOR AND EXTERIOR TWO 500,000
GALLON STEEL TANKS, EXTERIOR COATING OF A 1,000,000 MILLION GALLON
STEEL TANK, AND RELATED MISCELLANEOUS ITEMS**

PROJECT NO. WD 2017-01

THIS AGREEMENT made and entered into by and between the APACHE JUNCTION WATER DISTRICT ("District"), an Arizona municipal corporation, and REVOLUTION INDUSTRIAL LLC, an Arizona limited liability company ("Contractor"), both reference here in after collectively as the "Parties" and individually as a "Party".

RECITALS

A. Contractor has responded to District's request for proposal via RFP No. WD 2017-01, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. District and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. District has complied with the public bidding requirements under Arizona Revised Statute Title 34 and Apache Junction City Code, Vol. I, Article 3-7.

AGREEMENT

NOW, THEREFORE, District retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the contract documents as fully described in the Notice Inviting Bid Proposals for Project No. RFP No. WD 2017-01 which includes all required specifications.

2. **PRICES:** Prices shall be governed under Exhibit A for the performance of the Work under the contract documents.

3. **CONTRACT TERM:** The Term of this Contract shall be performed from October 23, 2017 through January 31, 2018. Extensions shall only be allowed as mutually agreed upon in writing by the Parties.

4. **LABOR AND MATERIALS:** Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not

incorporated or to be incorporated in the Work.

5. TAXES: Contractor shall pay all license, sales, consumer, use and other similar taxes for the work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than District.

6. PERMITS & FEES: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

7. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of District, and District shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to District for the acts and omissions of its employees.

8. INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or

connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify District, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

9. ENFORCED DELAYS (FORCE MAJEURE): Neither District nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

10. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in

this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

11. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the District constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect District.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against District, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and District, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

District reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. District shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of District's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers Compensation, required by this Agreement, shall name District, its agent, officers, officials and employees as additional insured parties.

REQUIRED COVERAGE

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, District and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

Workers Compensation (Not Applicable to Sole Proprietorships)

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers Compensation and Employer's Liability to at least the same extent as required of Contractor.

CERTIFICATE OF INSURANCE

Prior to commencing work or services under this Agreement, Contractor shall furnish the District with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the District Clerk of District.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to District thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to District.

12. SUCCESSORS & ASSIGNS: District and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to or to become due to it without the previous written consent of District.

13. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

14. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

15. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by District or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

16. TERMINATION OF CONTRACT: If, for any reason, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under the contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the contract, the District shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor.

The District may terminate the contract at any time by giving at least twenty-four (24) hour notice in writing to the Contractor. If the contract is terminated by the District as provided herein, the Contractor will be paid for the time expended and expenses incurred up to the termination date.

17. APPEALS: All contractual grievances shall be submitted in writing to the District Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the District Manager shall respond in writing to the company. The District Manager's decision shall be final and binding, subject only to a further appeal in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

18. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to District for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by District personnel during regular business hours.

19. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

20. SEVERABILITY: District and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring District to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by

applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

21. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement. Additionally, liquidated damages may be imposed if contractor fails to meet the construction deadlines as set forth in § 17 of the General Conditions.

22. CONFLICT OF INTEREST: This Agreement is subject to, and may be terminated by District in accordance with, the provisions of A.R.S. § 38-511.

23. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.

24. COMPLIANCE WITH FEDERAL AND STATE LAWS: Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. District at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). District retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will

25. COOPERATIVE USE OF CONTRACT: The District has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures "SAVE" cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The District shall not be responsible for any disputes arising out of transactions made by others.

STATE OF _____)
) ss.

County of _____)

The foregoing was subscribed and sworn to before me this _____ day of _____, 20____, by _____ as _____ of [Company Name], an Arizona [corporation/limited liability company].

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of _____)

The foregoing was subscribed and sworn before me this _____ day of _____, 20____, by Jeff Serdy, as Chairperson of the Apache Junction Water District, Arizona, an Arizona municipal corporation.

Notary Public

My Commission Expires:

Addendum 1

Exhibit A

BID TAB

FIRM: Revolution Industrial

ADDRESS: 6793 W. Willis Rd Chandler, AZ 85226

TELEPHONE: 480-993-6699 Fax 480-718-7656

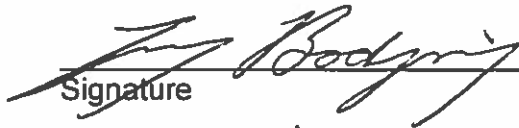
BASE BID

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
1	Coat interior of 500,000 gallon storage tank (60ft diameter X 24 ft height) per section 2.02 A 1	2	196,182. ⁰⁰
2	Coat exterior of 500,000 gallon storage tank (60ft diameter X 24 ft height) per section 2.03 A 1	2	52,408. ⁰⁰
3	Coat exterior of 1 million gallon storage tank (84ft diameter X 24 ft height) per section 2.03 A 1	1	31,486. ⁰⁰
4	Remove existing 8" overflow and replace with 16" diameter overflow, match existing height of 1 million gallon overflow	2	23,426. ⁰⁰
5	Remove existing 24" air vent and replace bolts on beams around dollar plate and install new 36" air vent	2	30,275. ⁰⁰
6	Coat all exterior tank piping	2	6,581. ⁰⁰
7	Install new cathodic protection system per section 4	2	22,160. ⁰⁰
8	Coat existing booster pump station and hydro-tank per section 2.03 A 1	1	9,943. ⁰⁰
9	Replace existing aluminum gauge board and float system	2	12,914. ⁰⁰

TOTAL BASE LUMP SUM BID \$ 385,375.⁰⁰

Total Base Lump Sum Bid in Words: Three Hundred Eighty Five

Thasand Three Hundred Seventy Five Dollars


Signature

Date 9-26-17

Tony Bodziany
Printed Name

Title Project Manager

Alternative Bid Price Items (Do not include in Base Bid)

	DESCRIPTION OF SERVICES	QUANTITY	TOTAL COST
10	Cost per API 653 12" round steel plates	0-5	\$100 Per unit
11	Cost per API 653 23.5" round steel plates	0-5	\$140 Per unit
12	Cost per API 653 12" round steel plates	0-5 and greater	\$85 Per unit
13	Cost per API 653 23.5" round steel plates	0-5 and greater	\$125 Per unit

Exhibit B

SIMILAR SERVICE HISTORY

PROJECT NO. WD 2017-01

Each Bidder shall submit a list of at least three (3) customers including name, address, contact person and telephone number for whom he or she has similar work has been completed in the last twelve (12) months and shall include a short description and location of work using this form.

1. Customer: Mesa Gateway Airport
Name of Agency or Firm

5835 S. Sossamon Rd Mesa, AZ
Address

(623) 980-4180 Jarrod Gardner
Telephone Contact Person

Short Description of Work: (1) one 800k and (1) one 400k
tank rehab. Full interior/exterior prep and
coating 2-2-17 / 7-2-17 \$500,000.00
Location Start & Complete Date Cost

2. Customer: City of Scottsdale
Name of Agency or Firm

13910 E Cactus Scottsdale, AZ
Address

(623) 435-4314 David Giannetto
Telephone Contact Person

Short Description of Work: (1) one 500k Gal tank rehab.
Interior exterior rehab including steel work monway, rafters e
Scottsdale 4-18-16 / 6-3-16 \$350,000.00
Location Start & Complete Date Cost

3. Customer: City of Chandler
Name of Agency or Firm

175. S. Arizona Ave Chandler, AZ 85225
Address

(480) 782-3314 Dana Griffith
Telephone Contact Person

Short Description of Work: (1) one 2 MG and (1) 4 MG tank
rehab. Interior & Exterior Coatings

Chandler 3-16-16 / 8-6-17 \$700,000.00
Location Start & Complete Date Cost

Exhibit C

EXCEPTIONS/ADDITIONS/CORRECTIONS

PROJECT NO. WD 2017-01

For uniformity and bid comparison purposes, all previous documents shall be completed as received from the Apache Junction Water District. Should the Bidder wish to propose or note any exceptions, additions, or corrections, they shall be included on this page and Bidder may attach additional pages. Please note that submittal of this Exhibit does not constitute a protest.

Bid per Drawings & Specs. No
deviations.

Exhibit D

CERTIFICATE OF INSURANCE

PROJECT NO. WD 2017-01

The _____ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED: Revolution Industrial LLC

ADDRESS OF INSURED: 6793 W Willis, Chandler, AZ 85226

	Type of Insurance	Policy Number	Effect Date	Expire Date	Limits of Liability
1.	Workman's Compensation	BNIWCC 0134949	1/26/2017	1/26/2018	\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability	3C31733	10/31/2016	10/31/2017	\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage	3C31733	10/31/2016	10/31/2017	\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage	BAP 9660184	10/27/2016	10/27/2017	\$1,000,000 Each Occurrence

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the Apache Junction Water District. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the Apache Junction Water District Attorney not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the District, its officers, employees and agents are additional insured parties.

Date: 9/26/2017 Countersigned by: 

Title: Ins Agent, CJSR

SUBSCRIBED AND SWORN TO before me this _____ day of 20__ by _____ as Insurer.

My Commission Expires:

Notary Public

Exhibit E

UNDERSTANDING AND AGREEMENT

PROJECT NO. WD 2017-01

(Complete and return with bid packet with all other documents noted on checklist attached hereto)

PROPOSAL TO THE APACHE JUNCTION WATER DISTRICT, ARIZONA:

In compliance with the advertisement for bids, and having examined these documents, and being familiar with the conditions, I/we hereby submit our acknowledgment of the terms and conditions for furnishing services for the Apache Junction Water District. We further agree to execute the contract documents and furnish the required certificates of insurance if I am/we are selected to provide such services.

I/We shall perform the responsibilities set forth in the Contract Documents in compliance with all applicable State and Federal statutes and regulations, and city codes and other requirements.

I/WE HEREBY ACKNOWLEDGE receipt of and confirm the terms and conditions.

This proposal is submitted by Revolution Industrial, LLC ~~a corporation~~ organized under the laws of the State of AZ; a partnership consisting of Members; ~~or an individual~~ trading such as _____ and is the holder of Arizona State License No. 272318. Classification: A.

Respectfully submitted by: Revolution Industrial
6793 W. Willis Rd Box 5052 Chandler AZ 85226
Mailing Address City State Phone
480-993-6699

Officer/Title

ATTEST:

Christopher N. [Signature] Member MANAGER
Officer and Title

Witness (if bidder is an individual)

EXHIBIT H

SUBCONTRACTORS LIST

(Complete and return with Bid Proposal)

RFP PROJECT NO. WD 2017-01

Sub-Contractor #1

Sub-Contractor #2

Trade: Cathodic Protection Trade _____

Name of Firm: Accurate Corrosion Name of Firm: _____
control inc

Address: 7310 N. 108th AVE Address: _____

Glendale AZ 85307 _____

Telephone: 623-486-7800 Telephone: _____

Principal: Jack Ripley Principal: _____

Sub-Contractor #3

Sub-Contractor #4

Trade: _____ Trade _____

Name of Firm: _____ Name of Firm: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

Principal: _____ Principal: _____

RFP PROJECT NO. WD 2017-01

ACTIVITY	ANTICIPATED START & FINISH TIME
MOBILIZATION	Oct 2nd
BEGIN WORK	Oct 2nd - 6th
	Oct 9th - 18th
	Oct 19th - 10th
	Nov 10th - Dec 6th
COMPLETION	Dec 6th
FINAL	INSPECTION AND ACCEPTANCE

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*See Attached

SURETY BID BOND

RFP PROJECT NO. WD 2017-01

KNOW ALL MEN BY THESE PRESENT:

That we, Apache Junction Water District, as Principal, (hereinafter called the Principal), and the _____, a company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 as Surety, (hereafter called the Surety), are held and firmly bound unto the Apache Junction Water District as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the Apache Junction Water District for the work described below, for the payment of which sum, will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S.

WHEREAS, the said Principal is herewith submitting its proposal for:

NOW, THEREFORE, if the obligee shall accept the proposal of the principal and the principal shall enter into a contract with the obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this _____ day of _____ A.D., 20____.

Witness:

Principal

Title

Witness:

Surety

Title

SURETY BID BOND

RFP PROJECT NO. WD 2017-01

KNOW ALL MEN BY THESE PRESENT:

That we, Apache Junction Water District, as Principal, (hereinafter called the Principal), and the Old Republic Surety Company, a company holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 as Surety, (hereafter called the Surety), are held and firmly bound unto the Apache Junction Water District as Obligee, in the sum of ten percent (10%) of the total amount of the bid of Principal, submitted by him to the Apache Junction Water District for the work described below, for the payment of which sum, will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. WHEREAS, the said Principal is herewith submitting its proposal for:

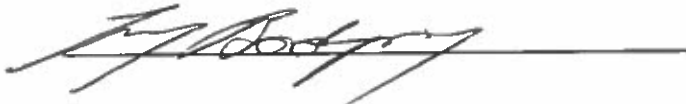
Coating the Interior and Exterior of Two 500,000 Gallon Steel Tanks, Exterior Coating of One

1,000,000 Gallon Steel Tank and Related Miscellaneous Items

NOW, THEREFORE, if the obligee shall accept the proposal of the principal and the principal shall enter into a contract with the obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Signed and sealed this 27th day of September A.D., 2017.

Witness:

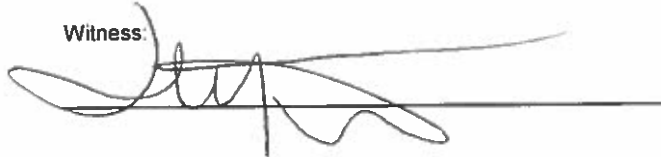


Revolution Industrial, LLC

Principal

Chris N. - President
Title

Witness:



Old Republic Surety Company

Surety

Melanie Ankeney
Title

Melanie Ankeney, Attorney-In-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAVID J. MCKEE, JOSEPH A. CLARKEN III, JENNIFER CASTILLO, MELANIE ANKENNEY, PATRICK R. HEDGES, CHRYSTAL HEDGES, OF SCOTTSDALE, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS(\$5,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of OCTOBER, 2016.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary



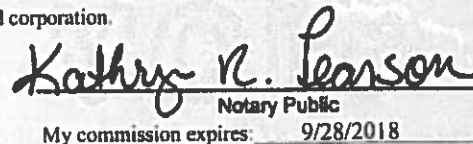

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of OCTOBER, 2016
Jane E. Cherney

, personally came before me, Alan Pavlic and
to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

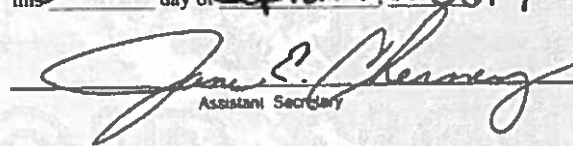
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52-5542



Signed and sealed at the City of Brookfield, WI this 5TH day of September 2017


Assistant Secretary

CONSTRUCTORS BONDING, INC.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



**AZ CORPORATION COMMISSION
FILED AMENDED AND RESTATED ARTICLES OF ORGANIZATION**

FEB 1 2 2016

OF

REVOLUTION INDUSTRIAL, LLC

FILE NO. L-1658014-7 (An Arizona limited liability company)

Pursuant to Ariz. Rev. Stat. § 29-633 of the Arizona Limited Liability Company Act, Chapter 4 of Title 29, Arizona Revised Statutes (the "Act"), REVOLUTION INDUSTRIAL, LLC hereby amends and restates its Articles of Organization as follows.

The Articles of Organization were originally filed with the Arizona Corporation Commission on February 7, 2011 and subsequently amended on January 16, 2013, File No. L-1658014-7.

1. **NAME:** The name of the limited liability company is:

REVOLUTION INDUSTRIAL, LLC

2. **REGISTERED OFFICE:** The address of the registered office in Arizona is:

**565 W CHANDLER BOULEVARD, SUITE 118
CHANDLER, ARIZONA 85225**

3. **STATUTORY AGENT:** The name and business address of the agent for service of process is:

**CHRISTOPHER NAY
3154 E. MEAD DRIVE
CHANDLER, ARIZONA 85249**

4. **DISSOLUTION:** The latest date, if any, on which the limited liability company must dissolve is:

THE TERM OF THE LIMITED LIABILITY COMPANY IS PERPETUAL.

5. **MANAGEMENT:**

- ☒ **[X]** Management of the limited liability company is reserved to its managers. The name and address of the managers of the limited liability company are:

**MAX DEE HUTCHINS SPILSBURY
913 W. 9TH STREET
MESA, ARIZONA**

**CHRISTOPHER NAY
3154 E. MEAD DRIVE
CHANDLER, ARIZONA 85249**

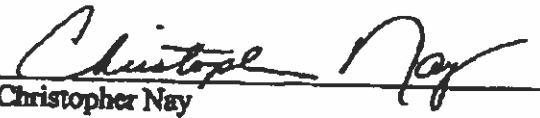
**AZ CORPORATION COMMISSION
FILED**

JAN 1 6 2016

FILE NO. L-1658014-7

Acceptance of Appointment By Statutory Agent

I, Christopher Nay hereby consent to act as Statutory Agent as designated by these Articles of Organization until I am removed or submit my resignation in accordance with the Arizona Revised Statutes.


Christopher Nay

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. ROC

272318

This is to Certify That

Revolution Industrial LLC

DBA (if any)

*Having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

A

General Engineering

*Contractor in the State of Arizona. Given my hand and the seal of the Registrar of Contractors
in my office, City of Phoenix, on 05/27/2011*



William A. Mundell


DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED BY BIDDERS

Bidders shall indicate by initialing below that each of the following have been included in the response:

- ☒ Exhibit A, Bid Tab
- ☒ Exhibit B, Similar Service History
- ☒ Exhibit C, Exceptions/Additions/Corrections (If applicable)
- ☒ Exhibit D, Certificate of Insurance ~~Not required for "Submission of Proposal"~~
- ☒ Exhibit E, Understanding and Agreement
- ☒ Exhibit H, Subcontractors List
- ☒ Exhibit I, Progress Schedule
- ☒ Exhibit J, Surety Bid Bond
- ☒ Copies of State Licenses, Local Licenses and permits necessary for operation of business
- ☒ State Corporation Commission documents (must include information on all holdings)

Date: 9-26-17



Signature of Bidder

Tony Bodziora

Printed Name of Bidder