



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**

Project No. **ST1613.402**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2021 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Nesbitt Contracting Co., Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1907.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 11, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to remove the obstacles in the downtown area that were in the City's 2015 ADA Self Evaluation and Transition Plan. The work will correct the ADA issues on Boston Street between Washington Street and Delaware Street, Washington Street between Boston Street and Chicago Street, and Chicago Street between Washington Street and Delaware Street. as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**, Project Number **ST1613.402**. The scope of work consists of removing the obstacles in the downtown area that were in the City's 2015 ADA Self Evaluation and Transition Plan. The work will correct the ADA issues on Boston Street between Washington Street and Delaware Street, Washington Street between Boston Street and Chicago Street, and Chicago Street between Washington Street and Delaware Street. , all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **\$839,992.28** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **120** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Project Manager: Paul Ahlas	
	Phone:	480-782-3328
	Email:	Paul.ahlas@chandleraz.gov
JOC CONTRACTOR:	Nesbitt Contracting Co., Inc.	
	100 S. Price Rd. Tempe, AZ 85281	
	JOC Contractor Representative: Joe Chavez	
	Phone:	602-339-5367
	Email:	joechavez@nesbitts.com

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"

CITY OF CHANDLER:

MAYOR Date

Recommended By:



Andrew Goh, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

By: 

ATTEST:

City Clerk

SEAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

"JOC CONTRACTOR"

Nesbitt Contracting Co., Inc.:



Signature
Joe Chavez

4/20/21

Date

Print Name

President
Title

ATTEST: If Corporation



Secretary Joe Chavez

ADDRESS FOR NOTICE

Nesbitt Contracting Co., Inc.

100 S. Price Rd.

Tempe, AZ 85281

EXHIBIT A
SCOPE OF WORK

Nesbitt Contracting Co., Inc.

100 S. Price Road, Tempe, AZ 85281



PHONE: (480) 423-7600

FAX : (480) 423-7680

EQUAL OPPORTUNITY EMPLOYER

GENERAL ENGINEERING CONTRACTOR

LICENSE NO: ROC074063A

April 15, 2021

Dan Haskins, P.E.
Project Manager
Public Works & Utilities
City of Chandler
215 E Buffalo Street, Suite 101
Chandler, AZ 85244-4008

Reference: ADA Project Upgrades Phase II
Project No. ST1613.402

Dan,

Nesbitt Contracting Co., Inc. presents this package as our price proposal to perform the ADA Project Upgrades Phase II. Our proposal is based on the provided technical specifications and plans dated February 24, 2021 and sent to Nesbitt Contracting Co. on April 2, 2021.

The proposed work consists of City of Chandler ADA upgrades constructed in a single phase, including removing and replacing existing driveways, sidewalk, ADA ramps, curb and gutter, valley gutter, aprons, brick pavers, and lighting foundations. Additional items of work include misc. electrical relocation and installation of pavement striping and project signage.

This pricing package contains the following documents:

- Exhibit A - Scope of Work
- Exhibit B - JOC Cost Proposal Summary Sheet
- Job Order Cost Proposal

We are pleased with the opportunity to provide pricing on this scope of work.

Sincerely,

Michael Monoscalco
Project Manager
Nesbitt Contracting Co., Inc



PHONE (480) 423-7600

FAX (480) 423-7680

NESBITT CONTRACTING Co., Inc.

EQUAL OPPORTUNITY EMPLOYER

100 S. PRICE ROAD, TEMPE, AZ 85281-3118

GENERAL ENGINEERING CONTRACTOR

LICENSE NO. ROC074063A

Exhibit A Scope of Work

JOC must perform the following project tasks which includes the removal and replacement of the following:

- Existing driveways
- Sidewalk
- ADA ramps
- Curb and gutter
- Valley gutter & aprons
- Brick pavers
- Lighting foundations.
- Additional items of work include miscellaneous electrical relocation and installation of pavement striping and project signage

Thanks,
Mike Monoscalco
480-650-8054

**EXHIBIT B
FEE SCHEDULE**

EXHIBIT "B"**JOB ORDER COST PROPOSAL
SUMMARY SHEET**

Negotiated Prices		
Price of Subcontractor(s)		\$ -
Price of Subconsultant(s)		\$ -
General Conditions		\$ -
Preconstruction Labor (if applicable)		\$ -
Construction Labor (if applicable)		\$ 661,554.30
SUBTOTAL (NEGOTIATED PRICES):		\$ 661,554.30
Overhead and Profit (Coefficient per Job Order Master Agreement)	0.08	\$ 52,924.34
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		\$ 714,478.64
Insurance, Bonds, & Taxes		
Sales Tax Percentage (Current Tax Rate)	5.07%	\$ 36,224.07
General Liability Insurance Percentage (Actual Cost per Job Order)		\$ -
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		\$ -
Payment Bond (Actual Cost per Job Order)	0.01	\$ 7,144.79
Performance Bond (Actual Cost per Job Order)	0.01	\$ 7,144.79
SUBTOTAL (INSURANCE, BONDS, & TAXES):		\$ 50,513.64
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		\$ 764,992.28
City's Allowance		\$ 75,000.00
TOTAL JOB ORDER:		\$ 839,992.28

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, properly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

CITY OF CHANDLER, ARIZONA					
ADA PROJECT UPGRADES PHASE II					
PROJECT NO. ST1613.402					
JOB ORDER COST PROPOSAL					
SPEC. ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
1	CONSTRUCTION SURVEYING AND LAYOUT	LS	1	\$18,066.97	\$18,066.97
2	EROSION CONTROL (SWPPP PREPARATION, INSTALLATION, MAINTENANCE AND REMOVAL	LS	1	\$4,215.63	\$4,215.63
3	MOBILIZATION / DEMOBILIZATION	LS	1	\$21,074.86	\$21,074.86
4	REMOVAL TREE, DIAMETER > 12 IN	EA	1	\$942.96	\$942.96
5	CLEARING AND GRUBBING	LS	1	\$8,885.57	\$8,885.57
6	SUBGRADE PREPARATION	SY	596	\$29.73	\$17,719.08
7	AGGREGATE BASE	SY	596	\$31.53	\$18,791.88
8	ASPHALTIC CONCRETE PAVEMENT (3 INCH SURFACE COURSE, A-19 EVAC)	SY	596	\$91.07	\$54,277.72
9	VERTICAL CURB & GUTTER, TYPE A, H=6 IN, MAG DET 220-1	LF	578	\$46.91	\$27,113.98
10	SINGLE CURB, TYPE A, MAG DET 222	LF	215	\$41.51	\$8,924.65
11	CONCRETE HEADER	LF	45	\$55.37	\$2,491.65
12	CONSTRUCT SIDEWALK, MAG STD DTL 230	SF	11,185	\$10.01	\$111,961.85
13	CONSTRUCT INTEGRALLY COLORED SIDEWALK PER MAG STD DTL 230. MATCH EXISTING COLOR	SF	183	\$24.40	\$4,465.20
14	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C257, MODIFIED WIDTH PER PLANS	EA	8	\$3,532.72	\$28,261.76
15	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C-258, MODIFIED WIDTH PER PLANS, SINGEL RAMP	EA	5	\$3,320.25	\$16,601.25
16	CONCRETE CURB RAMP WITH DETECTABLE WRNING, COC DET C-257	EA	1	\$2,964.51	\$2,964.51
17	CONCRETE CURB RAMP WITH DETECTABLE WARNING, COC DET C-258, MODIFIED WIDTH PER PLANS, DUAL RAMP	EA	2	\$2,964.53	\$5,929.06
18	CONSTRUCT CURB RAMP WITH DETECTABLE WARNING, COC DET C-257, MODIFIED PER SHEET D101	EA	1	\$2,964.51	\$2,964.51
19	CONSTRUCT CONSTRUCT ADA RAMP WITH DETECTABLE WARNING, PER MAG STD DTL 236-1 (MODIFIED TO 20' RETURN), SINGLE RAMP	EA	2	\$2,964.53	\$5,929.06
20	CONSTRUCT ADA RAMP WITH DETECTABLE WARNING, PER MAG STD DTL 236-5 (MODIFIED TO 20' RETURN), SINGLE RAMP	EA	2	\$2,964.53	\$5,929.06
21	RETRO FIT EXISTING RAMP WITH DETECTABLE WARNING SURFACE PER DTL 4 SHT D106	EA	1	\$1,496.34	\$1,496.34
22	DETECTABLE WARNING STRIP	SF	270	\$39.00	\$10,530.00
23	REMOVE AND RESET EXISTING BRICK PAVERS PER SPECIFICATIONS AND COC STD DTL C236 (PEDESTRIAN AND VEHICULAR)	SF	254	\$12.04	\$3,058.16
24	REMOVE AND SALVAGE EXISTING PAVERS	SF	31	\$18.07	\$560.17
25	CONSTRUCT CONCRETE DRIVEWAY ENTRANCE PER COC STD DTL C-259	SF	292	\$26.93	\$7,863.56
26	CONCRETE APRON AND VALLEY GUTTER,MAG DET 240	SF	2,981	\$16.58	\$49,424.98
27	ADJUST MANHOLE FRAME AND COVER, MAG DET 422	EA	2	\$662.46	\$1,324.92
28	ADJUST WATER VALVE BOX & COVER, MAG DET 391-1 AND COC DET C-307	EA	11	\$542.01	\$5,962.11
29	ADJUST GAS VALVE BOX AND COVER , MAG DET 391 AND COC DET C-307	EA	1	\$602.23	\$602.23
30	REMOVE ASPHALTIC CONCRETE PAVEMENT / BRICK PAVERS	SY	571	\$17.56	\$10,026.76
31	REMOVE CONCRETE CURB & GUTTER	LF	738	\$9.76	\$7,202.88
32	REMOVE CONCRETE SIDEWALK	SF	14,087	\$3.55	\$50,008.85
33	REMOVE CONCRETE DRIVEWAY	SF	330	\$7.55	\$2,491.50
34	REMOVE VALLEY GUTTER	SF	3,577	\$4.86	\$17,384.22
35	REMOVE AND RELOCATE STREET LIGHT POLE / EQUIPMENT	EA	1	\$8,678.17	\$8,678.17
36	REMOVE AND REINSTALL SIGN	EA	4	\$361.34	\$1,445.36
37	TRAFFIC CONTROL	LS	1	\$54,200.92	\$54,200.92
38	OFF DUTY UNIFORMED LAW ENFORCEMENT OFFICER (ALLOWANCE)	HR	100	\$78.29	\$7,829.00
39	DECOMPOSED GRANITE (TO MATCH EXISTING)	SF	7,139	\$1.20	\$8,566.80
40	LANDSCAPE / IRRIGATION RESTORATION	LS	1	\$22,145.58	\$22,145.58
41	REMOVE AND RELOCATE LANDSCAPE LIGHTING	EA	7	\$271.00	\$1,897.00
42	REMOVE STRIPING	LF	1,170	\$4.34	\$5,077.80
43	4 INCH WHITE TRAFFIC PAINT STRIPE	LF	300	\$0.60	\$180.00
44	4 INCH WHITE THERMOPLASTIC STRIPE	LF	1715	\$0.96	\$1,646.40
45	PERFORATED SIGN POST	EA	6	180.67	\$1,084.02
46	PERFORATED SIGN POST FOUNDATION	EA	6	\$240.89	\$1,445.34
47	APS LIGHTING JUNCTION BOX (CONTRACTOR SUPPLIED AND INSTALLED)	EA	1	\$1,176.76	\$1,176.76
48	REMOVE AND RECONSTRUCT EXISTING ACCESS & SIDEWALK OVER CATCH BASIN	EA	1	\$5,503.01	\$5,503.01
49	RELOCATE FIRE HYDRANT	EA	1	\$4,537.68	\$4,537.68
51	RELOCATE AND ADJUST EXISTING JUNCTION BOX TO GRADE	EA	1	\$511.90	\$511.90

CITY OF CHANDLER, ARIZONA					
ADA PROJECT UPGRADES PHASE II					
PROJECT NO. ST1613.402					
<u>JOB ORDER COST PROPOSAL</u>					
SPEC. ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENDED PRICE
52	REMOVE EXISTING PULL BOX	EA	1	\$180.67	\$180.67
NEGOTIATED PRICES FOR CONSTRUCTION LABOR					\$661,554.30

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project #

Bond No. 107390939

KNOW ALL MEN BY THESE PRESENTS

That, NESBITT CONTRACTING CO., INC. (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto CITY OF CHANDLER (hereinafter Obligee) in the amount of EIGHT HUNDRED THIRTY-NINE THOUSAND, NINE HUNDRED NINETY-TWO & 28/100--- Dollars (\$839,992.28), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20²¹, to construct and complete certain work described as

AMERICAN DISABILITIES ACT PROJECT UPGRADES PH II PROJECT #ST1613.402

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 20TH day of APRIL, 20²¹.

NESBITT CONTRACTING CO., INC.
Principal (Seal)

By: 

Title: Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety (Seal)

By: 

WILLIAM J. PASSEY

Attorney-in-Fact

Agency of Record:

PASSEY-BOND CO., INC.
P.O. BOX 819
MESA AZ 85211
480-969-2291

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

Project #

Bond No. 107390939

KNOW ALL MEN BY THESE PRESENTS

That, NESBITT CONTRACTING CO., INC. (hereinafter called Principal), as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (hereinafter Surety), a corporation organized and existing under the laws of the State of CONNECTICUT with its principal office in the City of HARTFORD holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto CITY OF CHANDLER (hereinafter Obligee) in the amount of EIGHT HUNDRED THIRTY-NINE THOUSAND, NINE HUNDRED NINETY-TWO & 28/100--- Dollars (\$839,992.28), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20²¹, to construct and complete certain work described as

AMERICAN DISABILITIES ACT PROJECT UPGRADES PH II PROJECT #ST1613.402

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in suit on this bond shall recover as a part of his judgment such reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 20TH day of APRIL, 20²¹.

NESBITT CONTRACTING CO., INC.

Principal

(Seal)

By: 

Title: Joe Chavez, President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

(Seal)

By: 

WILLIAM J. PASSEY

Attorney-in-Fact

Agency of Record:

PASSEY-BOND CO., INC.

P.O. BOX 819

MESA AZ 85211

480-969-2291



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM J PASSEY** of **Mesa**

Arizona, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

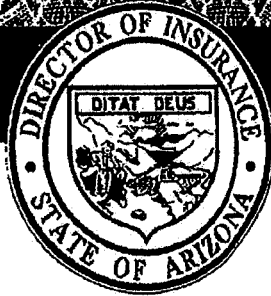
Dated this **20TH** day of **APRIL**, **2021**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

STATE OF



ARIZONA

DEPARTMENT OF INSURANCE
CERTIFICATE OF AUTHORITY

I, JOHN A. GREENE, Director of Insurance of the State of Arizona, do hereby certify that

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Domiciled in Connecticut
NAIC NO. 31194

is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the business of:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

insurance within the State of Arizona until terminated at the request of the insurer or suspended or revoked by the Director of Insurance.

Arizona Revised Statute § 20-217 (C) states:

A Certificate of Authority remains the property of the State of Arizona. Upon termination at the request of the insurer or revocation by the Director of Insurance, the insurer shall immediately deliver the Certificate of Authority to the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this Certificate is July 1, 1997.



John A. Greene
John A. Greene
Director of Insurance

E146 (01/97)

301807 000843

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**

Project No.: **ST1613.402**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____
20 _____.

Notary Public

My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **AMERICAN DISABILITIES ACT PROJECT UPGRADES, PHASE II**
Project No.: **ST1613.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **ST1613.402** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.

(Date)

FIRM NAME: _____

PRINCIPAL: _____

(Name)

(Signature)

(Title) DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

(Signature) DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature) DATE: _____

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number