



**CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT**

Project Name: **CHANDLER HEIGHTS POLICE SUBSTATION COURTYARD COVER**

Project No. **PD2208.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2022 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **FCI Constructors, Inc.**, a Colorado corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1911.401 ("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 January 23, 2020, 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 design and construct a shade structure in the Chandler Heights precinct courtyard, 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 **CHANDLER HEIGHTS POLICE SUBSTATION COURTYARD COVER**, Project Number **PD2208.401**. The scope of work consists of design and construction of a shade structure in the Chandler Heights precinct courtyard, 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 **\$125,321** 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 **203** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Jason Garcia	
	Phone:	480-782-3453
	Email:	Jason.garcia@chandleraz.gov
JOC CONTRACTOR:	FCI Constructors, Inc.	
	10922 W. Glenn Dr. Glendale, AZ 85307	
	JOC Contractor Representative: Drew Wenger	
	Phone:	623-772-7400
	Email:	dwenger@fciol.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:

Kimberly Moon
Kimberly Moon, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: MMB

ATTEST:

City Clerk SEAL

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

"JOC CONTRACTOR"
FCI Constructors, Inc.:

Andrew Wenger 3/18/2022
Signature Date

ANDREW WENGER
Print Name

GENERAL MANAGER
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

FCI Constructors, Inc.

10922 W. Glenn Dr.

Glendale, AZ 85307

EXHIBIT A SCOPE OF WORK

March 14, 2022
REV03

Ivan Magana, PE
Project Manager
City of Chandler

RE: Canopy at Heights Police Substations

Dear Mr. Magana,

It is our pleasure to submit the following proposal for the Fitness Canopy at Chandler Heights Police Substation. Based on the site walk held on December 2nd, our understanding of the scope of work is as follows:

- Provide a steel canopy that covers the majority of the artificial turf area.
- Paint the underside of the canopy so that it reflects light, as we will not be providing additional lighting under the canopy.

Our Pricing is based off the site walk held on December 2nd along with the following assumptions.

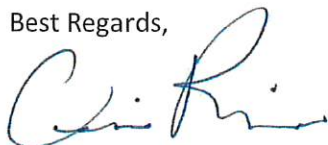
- Project material testing & special inspection fees are included as an allowance.
- Builder's Risk and General Liability Insurance is included in the estimate.
- Payment and Performance Bond is included, with a one-year warranty period included.
- We have included a full-time on-site Superintendent during normal working hours.
- A jobsite trailer is not included, we will work out of our Superintendent's truck.
- Estimates include all state and city sales taxes through point of sale (MRRA).
- The cost of stamped engineering and calcs are included in the pricing for permitting.
- We have included the cost for building permit and a soils report.
- The footings for the canopy is quoted as drilled footings. Should for some reason spread footings be required to solve any unforeseen situation, we have included the allowance for a 5'x9'x2' thick spread footings.
- Pricing includes a powder coat finish on the columns & beams.
- The proposal is based on a 35-foot by 75-foot, double cantilevered steel canopy with 3-column.
- The as-builts that were provided show a sanitary sewer line running through the yard area (see attached).
- Since there is no new lighting being provided under the canopy, the canopy has a clearance height of 12' to allow exiting lighting to be utilized. The clearance height is the lowest point of the canopy.
- In addition to the 12' clearance height, the underside of the deck is white to reflect the light.
- There is an allowance included in our proposal for any landscape and turf repair.
- We have included turf and sidewalk protection.
- The removal of the footing spoils, along with any other construction waste is included.

- Drawing and specs are to be submitted to owner for review prior to submittal for plan review.

The scope of work within this estimate is planned to begin after all the long lead material is procured and received. Please see the included schedule for anticipated durations. Due to industry material price volatility, our estimate is valid for 90 days from February 25, 2022.

If you have any questions or need additional information, please let us know. Thank you for the opportunity to price this work, FCI is looking forward to working together with you on this project.

Best Regards,



Chris Reina
Estimator

Anticipated Schedule

Heights Police Substation Parking Canopies

Design/Construction Documents	3-4 Weeks
Owner Construction Documents Review	2 Weeks (confirm with City)
Comment Resolution	2 Weeks
Permitting	4 Weeks (confirm with City)
Pre-Construction	2 Weeks
Procurement & Fabrication of Long Lead Items	6-7 Weeks
Construction	4 Weeks

Revised: February 17, 2021

Chris Reina
FCI Constructors, Inc.
10922 West Glenn Drive
Glendale, AZ 85307

**RE: Proposal for Geotechnical Investigation
Chandler Height Substation Canopy
4040 East Chandler Heights Road
Chandler, AZ
Proposal No. 79267 S**

Mr. Reina:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and foundation design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of a steel shade canopy on the southwest side of the existing substation. The proposed canopy will be steel frame construction. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time. Adjacent areas will remain unchanged.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling one (1) structural borings to a depth of 25 feet below existing ground surface, or refusal, whichever comes first. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

We will mark the proposed boring locations in the field with the locations to be approved by the client and owner. Speedie & Associates will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including calling AZ811 (Blue Stake) and subcontracting a private utility locator to locate privately owned traceable underground utilities and reviewing all as-built utility plans provided by the client. **The client (and owner) agree Speedie & Associates is not responsible for any damages to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to Speedie & Associates.**

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.

3. Settlement estimate for each foundation system considered.
4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Seismic Site Classification based on borings and published ground motion data.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
9. Local excavation and trenching conditions and stability considerations.

We propose to provide the design services set forth herein for the following lump sum amounts, which includes all testing, engineering, reimbursable expenses, one hard copy of the report and an electronic PDF format file to be emailed upon completion. Should we be informed that additional hard copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report.

Geotechnical Investigation with Report \$ 3,500.00 Pricing is valid for 90 days from proposal date.

We have the staff available to begin work immediately upon notice to proceed. Once we finalize the boring location plan, about 12 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (weather & access permitting) and lab testing about 5 weeks. The complete report will be issued within 7 days of lab testing completion. As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.



Kenneth M. Euge II
Project Coordinator

APPROVED AND ACCEPTED
For: FCI Constructors, Inc.

By: _____

(Printed Name & Position)

(Signature)

(Date)



631 West Commerce Avenue • Gilbert, Arizona 85233
480-926-0122 • FAX 480-926-9178
License: AZ 85457, CA 790298, NM 102676, NV 71416

PROPOSAL/CONTRACT BID # CP21-1204-R1, SHADE CARPORT STRUCTURE

(This document must be included with the Contract Documents for this quote to be valid.)

JOB NAME:	CHANDLER POLICE DEPARTMENT	DATE:	Thursday, January 20, 2022
JOB ADDRESS:	4040 E. CHANDLER HEIGHTS ROAD	DATE SENT:	Thursday, January 20, 2022
CITY, STATE, ZIP:	CHANDLER POLICE DEPARTMENT, AZ	EXPIRES;	Thursday, January 27, 2022
		REFERENCE	STRAIGHT BEAM DOUBLE CANTILEVERED
			DOUBLE POST & BEAM
		CONTACTS:	CHRIS REINA
		DIRECT EMAIL:	creina@fcil.com
CUSTOMER:	FCI CONSTRUCTION INC.	WEB SITE:	www.fcil.com
ADDRESS:		DIRECT:	(623) 772-7400
CITY, STATE, ZIP:		CELL:	(480)-215-3449
		EST:	Rex Castañeda
		PROPOSAL:	Rex Castañeda
		CHECKED BY:	Rick Dancer

Price valid for 90 days from 2/23/2022

WAGE'S: Standard

PROPOSAL BASED ON INFORMATION RECEIVED FROM, CHRIS REINA @ FCI CONSTRUCTION INC. , GOOGLE EARTH SITE LAYOUT RECEIVED 12/03/2021

DESIGN CRITERIA	PSI 0	MPH 105	EXPOSURE 0	SEIMIC D	MILEAGE TO SITE 200
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OPT. #1-1.2 Base Price For Fabrication & Install (STRAIGHT BEAM DOUBLE CANTILEVERED)

Total Base Price	<u>\$41,225.00</u>	
Sales Tax on Material Only.....	<u>\$1,250.00</u>	Base Bid
Total Base Price Including Tax.....	<u>\$42,475.00</u>	

OPT. #2-1.3 Base Price For Fabrication & Install (DOUBLE POST & BEAM)

Total Base Price	<u>\$50,150.00</u>	
Sales Tax on Material Only.....	<u>\$1,725.00</u>	Alt 1
Total Base Price Including Tax.....	<u>\$51,875.00</u>	

IN 1.3 OPTIONS SEE ADDER CLARIFICATION OF ADDED COST

<u>1</u>	ADD TO BASE PRICE FOR (29 ga. White on White Retro-Rib).....	<u>Included</u>	<u>910 LF</u>
<u>2</u>	ADD TO BASE PRICE FOR (29 ga. 2" x 2-1/2" Painted to Match Canopy).....	<u>Included</u>	<u>220 LF</u>
<u>3</u>	ADD TO BASE PRICE FOR (Spoils Removal).....	<u>Included</u>	
<u>4</u>	ADD TO BASE PRICE FOR (Finish Paint, Excludes 3-Part Epoxy Paint Tenimic, 3WF Cols & 3WF Beams.).....	<u>\$1,200.00</u>	<u>3.COLS & 3 BEAMS</u>
<u>5</u>	ADD TO BASE PRICE FOR (Powered Coating 3WF Cols & 3WF Beams.).....	<u>\$3,547.50</u>	<u>Included 3.COLS & 3 BEAMS</u>
<u>6</u>	ADD TO BASE PRICE FOR (Finish Paint, Excludes 3-Part Epoxy Paint Tenimic, 6HSS Cols & 3HSS Beams.).....	<u>\$2,400.00</u>	<u>6.COLS & 3 BEAMS</u>
<u>7</u>	ADD TO BASE PRICE FOR (Powered Coating 6HSS Cols & 3HSS Beams.).....	<u>\$2,646.60</u>	<u>6.COLS & 3 BEAMS</u>



<u>8</u>	ADD TO BASE PRICE FOR (Low Profile Exposed Piers in Landscape or Dirt).....	<u>\$250 / Each if Required</u>
<u>9</u>	PERMITS.....	<u>NOT INCLUDED</u>
<u>10</u>	PRIVATE LOCATE.....	<u>NOT INCLUDED</u>

IN 1.3A SPREAD FOOTINGS OPTIONS SEE ADDER CLARIFICATION OF ADDED COST

SPECIAL NOTE: Spread Footing Prices Below are theoretical and subject to change based on PERMIT engineered footing designs specific to the character of the project site.

<u>1</u>	OPT #1 - ADD TO BASE PRICE FOR (First Two Spread Footing, 5' Wide x 9' Long x 2 Thick).....	<u>\$3,600 / Each For First Two Spread Footings</u>	<u>INCL 2F</u>
<u>2</u>	OPT#1 - ADD TO BASE PRICE FOR (Any Additional Spread Footing, 5' Wide x 9' Long x 2 Thick).....	<u>\$3,240 / Any Additional Spread Footings</u>	<u>INCL 1EA</u>
<u>3</u>	OPT #2 - ADD TO BASE PRICE FOR (First Two Spread Footing, 4' Wide x 7' Long x 2 Thick).....	<u>\$2,700 / Each For First Two Spread Footings</u>	
<u>4</u>	OPT#2 - ADD TO BASE PRICE FOR (Any Additional Spread Footing, 4' Wide x 7' Long x 2 Thick).....	<u>\$2,430 / Any Additional Spread Footings</u>	

SHADE CARPORT, "Structure Information for Fabrication and Installation at 27.5' O/C											
Line Item	Canopy #	Type of Structure	Clear Height	Structure Length	Structure Width	Square Feet	# of CPU'S per Canopy	# of Lines Of Purlins	# of Columns & Beams	Column Type	Beam Type
1	OPT #1	STRAIGHT BEAM DOUBLE CANTILEVERED	12'-0" CLEAR	75 FT	35 FT	2625 SQ/FT	16 CPUs	7 LINES	3 COLUMNS & BEAMS	12x30 x 20'	12x26 x 35'
2	OPT #2	DOUBLE POST & BEAM	12'-0" CLEAR	75 FT	35 FT	2625 SQ/FT	16 CPUs	7 LINES	6 COLUMNS & BEAMS	HSS4x4x.3125x1 4.83 x 20'	HSS4x4x.3125x1 4.83 x 35'
			12'-0" CLEAR	75 FT		2625 SQ/FT	16 CPUs	7 LINES	3 OR 6 COLUMNS		

1.2A BASE PRICE FABRICATE AND INSTALL

of Drilled Footings: (3 OR 6 COLUMNS) 24 IN DIAMETER at required depth drilled footings is equal to the Number of Columns and Beams.

OPT #1 or OPT #2 Purlin LF: (536) LF 8 X 3-1/2 x 12ga., Black, Purlin Support.

Included Stamped AZ Engineering and Calcs.

Paint: One coat Red or Gray Rust Inhibitive Primer, or the customer has the option to choose a color. The Price may be increased due to the choice in color or the amount of coats necessary for color to apply. Anything greater than 2-3 mils in thickness of paint will be considered an increase in the numbers of coatings.

¹ THE ABOVE INCLUDES: all materials for, 16 spaces, 3 columns, beams, and footings, 1 independent structures to be preformed in ONE phase/mobilization, ADD: \$2,000.00 for each extra phase mobilization. All carport footings to be installed after asphalt, in asphalt area of parking lot a minimum of 3 days after asphalt is complete. Also includes freight, engineering for structure (acceptable for issuance of permits), fabrication, erection, excavated material removed to on-site location (additional fee for off-site removal), site broom swept clean. All structural members to receive one coat of flat, tinted, oil-based primer field applied to structure before decking to serve function as rust inhibitive coating protecting steel from outdoor elements, color to be PER BUYER. Roofing to be WHITE OR TAN 29-gauge RETRO RIB. Proposal reflects 9 wide, 18 deep by 12'-0" CLEAR clear approximate spaces/stalls. Price for field installation is per OSHA Subpart "R", if OSHA Subpart "M" is required and does not include Subpart "R" add a minimum \$500.00 or \$30 per space to meet this requirement.

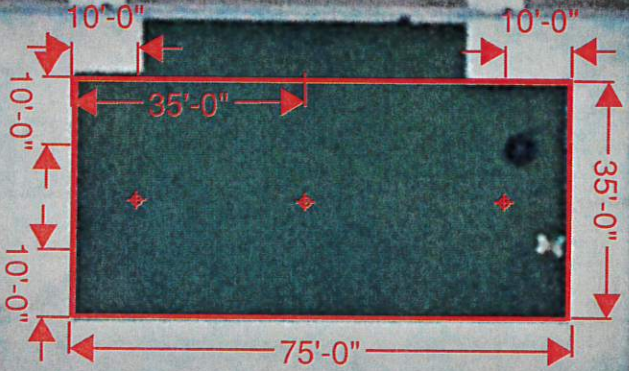
² THE ABOVE DOES NOT INCLUDE: bonds, prevailing wages, sales tax, additional insurance, specific insurance requirements above general liability, PROFESSIONAL LIABILITY INSURANCE, permits, site plan amendments, special inspections, soil fees, sono tube, gutters, down spouts, reglets, flashing, seal tape to roof deck to weather-proof or water-tight roof system (carport intent is to provide sun protection, shade and shelter), fascia, gloss or semi-gloss finish paint, shop applied primer, painting after hours (i.e. night time, Saturday, Sunday or holiday) available at extra charge, barricades or warning devices to segregate work areas for clear access, electrical lighting, asphalt cutting or patching of caisson footings. An additional \$40/footing will be charged for asphalt cutting or patching with a \$250 minimum. An additional \$50/footing for drilling behind (landscape side) of curb or before asphalt with a \$250 minimum. SPECIFICALLY EXCLUDES POWER WASHING OR SWEEPING OF ASPHALT.

COURTYARD DESIGN

Write a description for your map.

12'-0" CLEAR MINIMUM
26GA. DECK

DRAIN



OPTION #1 - 3 COLUMNS & BEAMS

Chandler Police Department - Chandler...

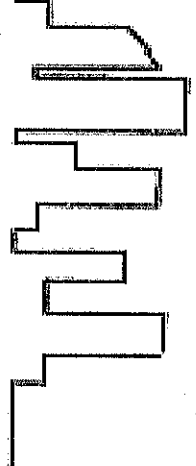
4040 E Chandler Heights Rd

Legend

- 4040 E Chandler Heights Rd
- Chandler Police Department - Chandler?

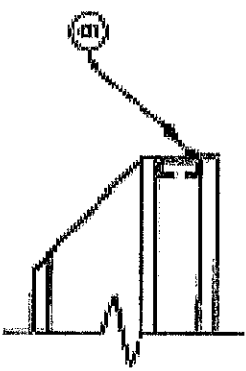


Sherline Steel, Inc.

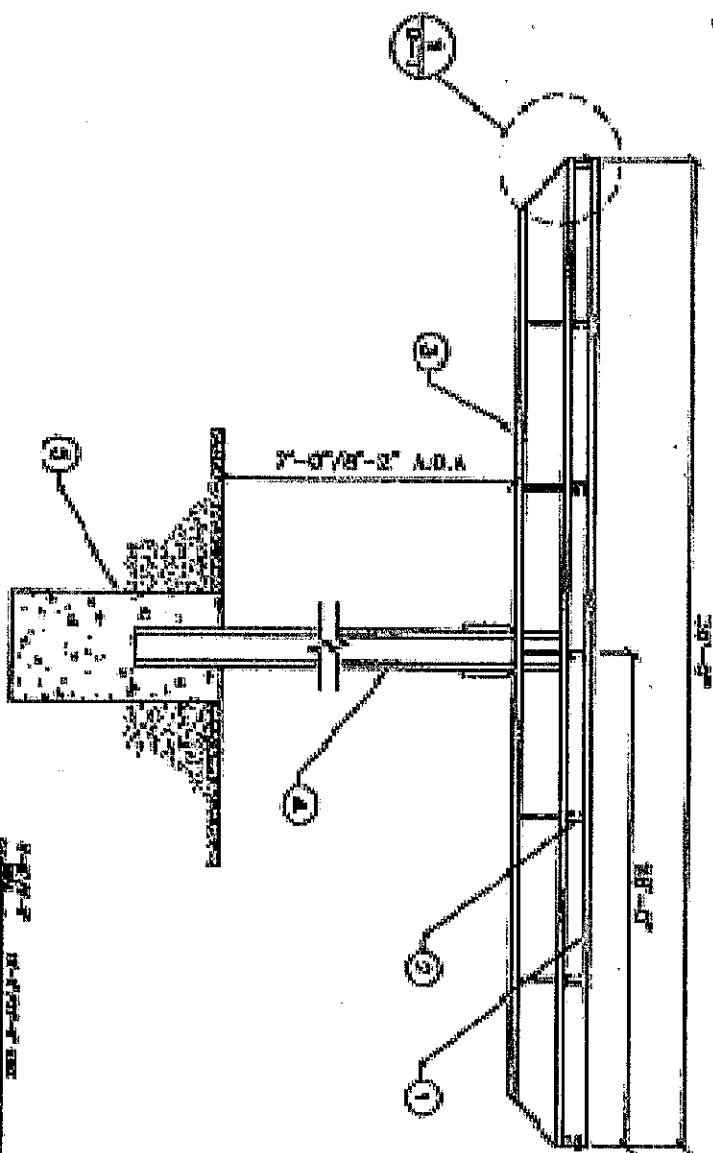


36' STRAIGHT BEAM DOUBLE CANTILEVERED

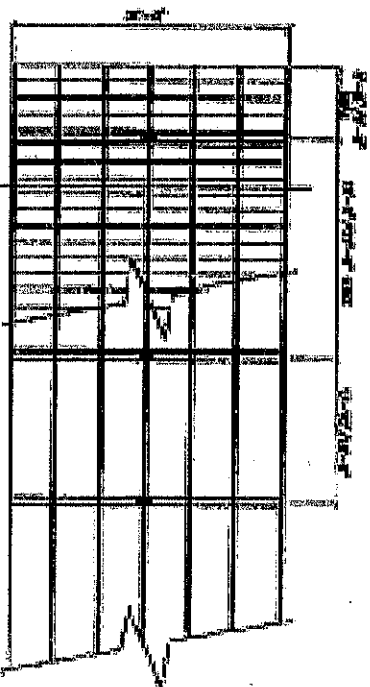
6501 W. Commerce Ave. Gilbert, Arizona 85233
 480/928-0122 FAX 480/226-8178
 Lic. No. 1283457



DETAIL 1 - TRIM OPTION



SECTION A



- KEYNOTES**
1. DECK
 2. PURLINS
 3. BEAMS
 4. COLUMNS
 5. POLE FOOTING
 6. TRIM (OPTIONAL)

EXHIBIT B FEE SCHEDULE



Chandler Heights Police Substation Fitness Yard Canopy

14-Mar-22
REV03

Base Project

Description	Labor %	Quantity	Unit	Unit Price	Total Price
1 Office/Project Manager	25%	4	WKS	\$4,200	\$4,200
2 Project Superintendent	100%	4	WKS	\$3,800	\$15,200
3 Project Engineer	25%	4	WKS	\$2,800	\$2,800
4 Project Estimator (Estimate Prep & Design Coordination)	100%	1	WKS	\$4,200	\$4,200
5 Administration Support	15%	0	WKS	\$2,200	\$0
6 Project Vehicle Project Manager	25%	4	WKS	\$64	\$256
7 Project Vehicle Superintendent	100%	4	WKS	\$256	\$1,025
8 Vehicle Fuel and Maintenance Project Manager	25%	4	WKS	\$25	\$100
9 Vehicle Fuel and Maintenance Superintendent	100%	4	WKS	\$100	\$400
10 Cell Phone Project Manager	25%	4	WKS	\$4	\$18
11 Cell Phone Superintendent	100%	4	WKS	\$28	\$110
12 Internet/IT Rental - PM	25%	4	WKS	\$15	\$61
13 Internet/IT Rental -Super	100%	4	WKS	\$61	\$245
14 Project Safety		1	LS	\$50	\$50
15 Property Protection		1	LS	\$125	\$125
16 Temporary Fencing/Barriers		4	WKS	\$125	\$500
17 Temporary Toilets		4	WKS	\$175	\$700
18 Dumpsters/Waste Removal		4	WKS	\$125	\$500
19 Equipment Rental		0	WKS	\$500	\$0
20 Documentation Reproduction/Office Supplies		0	WKS	\$50	\$0
21 Continuous Clean of Building/Site		1	WKS	\$250	\$250
22 Final Clean of Building/Site		0	WKS	\$250	\$0
General Conditions					\$30,740.00

Description	Quantity	Unit	Unit Price	Total Price
1 Fitness Canopy (3 columns option) - Skyline Steel	1	LS	\$42,475	\$42,475
2 Construction Permit / Testing & Special Inspection	1	LS	\$5,905	\$5,905
3 Soils Report	1	LS	\$3,500	\$3,500
4 Landscaping / Turf Repair (Allowance)	1	LS	\$2,500	\$2,500
5 Private Locating	1	LS	\$1,750	\$1,750
6 Turf/Sidewalk Protection	1	LS	\$2,490	\$2,490
7 Powder Coat Finish to Columns & Beams	1	LS	\$3,548	\$3,548
Vendor Subtotal				\$62,167.23

TOTAL HARD COST

\$92,907.23

Overhaed & Profit 8.00% \$7,432.58

SUBTOTAL

\$100,339.81

Insurance 1.00% \$1,003.40

Bond 1.00% \$1,003.40

Sales Tax (Point of Sale) 0.00% \$0

Total Base Bid

\$102,346.61

City's Allowance

10.00%

\$10,235

5'x9'x2'T Spread Footing Allowance

\$12,740

Total Base Bid with Allowances

\$125,321

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT: FCI Constructors, Inc.

(hereinafter "Principal"), and Western Surety Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of SD with its principal office in the City of Sioux Falls, 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 One Hundred Twenty Five Thousand Three Hundred Twenty One and 00/100 (Dollars) (\$ 125,321.00), 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 18th day of March, 2022 for construction of CHANDLER HEIGHTS POLICE CANOPY PO# PD2208.401, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the 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 will 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 Contract.

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

Witness our hands this 23rd day of March, 2022

USI Insurance Services, LLC

AGENT OF RECORD

6501 South Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

AGENT ADDRESS

FCI Constructors, Inc.

PRINCIPAL

SEAL

By Jeff Eads, Vice President

Western Surety Company

SURETY

SEAL

Kristin L. Salazar, Attorney-in-Fact



EXHIBIT D**PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND

PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES

(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: FCI Constructors, Inc.

(hereinafter "Principal"), as Principal, and Western Surety Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of SD with its principal office in the City of Sioux Falls, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department 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 One Hundred Twenty Five Thousand Three Hundred Twenty One and 00/100 (Dollars) (\$ 125,321.00), for the payment whereof, the 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 18th day of March, 2022 for construction of CHANDLER HEIGHTS POLICE CANOPY PO# PD2208.401. 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 the Principal promptly pays all moneys 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 said contract, this 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 will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

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

Witness our hands this 23rd day of March, 2022

USI Insurance Services, LLC

AGENT OF RECORD

6501 South Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

AGENT ADDRESS

FCI Constructors, Inc.

PRINCIPAL

SEAL

By [Signature]Western Surety Company

SURETY

SEAL

Kristin L. Salazar, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kristin L. Salazar, Individually

of, Greenwood Village, CO, its true and lawful Attorney(s)-in-fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30156236

Principal: FCI Constructors, Inc.

Obligee: City of Chandler

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

***THIS IS TO CERTIFY, THAT THIS
INSTRUMENT IS A FULL, TRUE AND
CORRECT COPY OF THE ORIGINAL ON
FILE WITH THE DEPARTMENT OF
INSURANCE OF THE STATE OF ARIZONA
AND CONSISTS OF 1 PAGE(S)***

**HEREUNTO SET MY HAND AND THE OFFICIAL SEAL OF THIS DEPARTMENT
FOR THE DIRECTOR OF INSURANCE THIS 15 JULY 2019.**



AUTHORIZED REPRESENTATIVE

CERTIFICATE No.:

297396



STATE OF



ARIZONA

DEPARTMENT

OF INSURANCE

Phoenix, Arizona

CERTIFICATE OF AUTHORITY

IT IS HEREBY CERTIFIED, That

WESTERN SURETY COMPANY
Sioux Falls, South Dakota

has complied with the requirements of the Arizona Revised Statutes and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance, to-wit:

SURETY
CASUALTY (EXCLUDING WORKMEN'S COMPENSATION)

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 this state. Upon termination at the request of the insurer or revocation by the Director, the insurer shall immediately deliver the Certificate of Authority to the Director.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix, this 21st day of July, 1979



Director of Insurance

E-146 7/79

297396

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **CHANDLER HEIGHTS POLICE SUBSTATION COURTYARD COVER**

Project No.: **PD2208.401**

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: **CHANDLER HEIGHTS POLICE SUBSTATION COURTYARD COVER**
Project No.: **PD2208.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PD2208.401** 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)

DATE: _____

(Title)

CERTIFIED BY ENGINEER/CONSULTANT (IF APPLICABLE):

DATE: _____

(Signature)

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

DATE: _____

(Signature)

(Dept. /Div.)

Date of Final Walk-Through

Date As-Built Received

City As-Built Number