



CITY OF CHANDLER JOB ORDER PROJECT AGREEMENT

Project Name: **PHASE II – SECURITY FENCING UPGRADES FOR POLICE FACILITIES**

Project No. **BF2102.403**

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 provide security fencing and gates upgrades for police facilities 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 **PHASE II – SECURITY FENCING UPGRADES FOR POLICE FACILITIES**, Project Number **BF2102.403**. The scope of work consists of providing security fencing and gates upgrades for police facilities, 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 **\$413,082** 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 **35** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Kim Moon	
	Phone:	480-782-3349
	Email:	Kimberly.moon@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, P.E.
Acting 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"

FCI Constructors, Inc.

Signature

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

January 31, 2022
REV03

Kimberly Moon
City of Chandler
Assistant CIP City Engineer/Principal Engineer of CIP Design Group

Reference: Chandler Police Fencing Upgrades

Dear Ms. Moon,

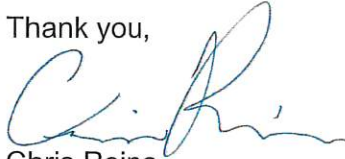
FCI Constructors, Inc. is pleased to present the bid for Phase II Police Security Fencing Upgrades. Phase II Police scope of work consists of removing existing fencing & gates, related demolition, new 8' fencing & gates, and 3' fencing on top of 5' CMU wall.

Our pricing is based off the site walk held on November 4th, Adaptive Architects plans dated 5/12/21, and responses to questions dated 11/18/2021. Based off this information, we have made the following assumptions:

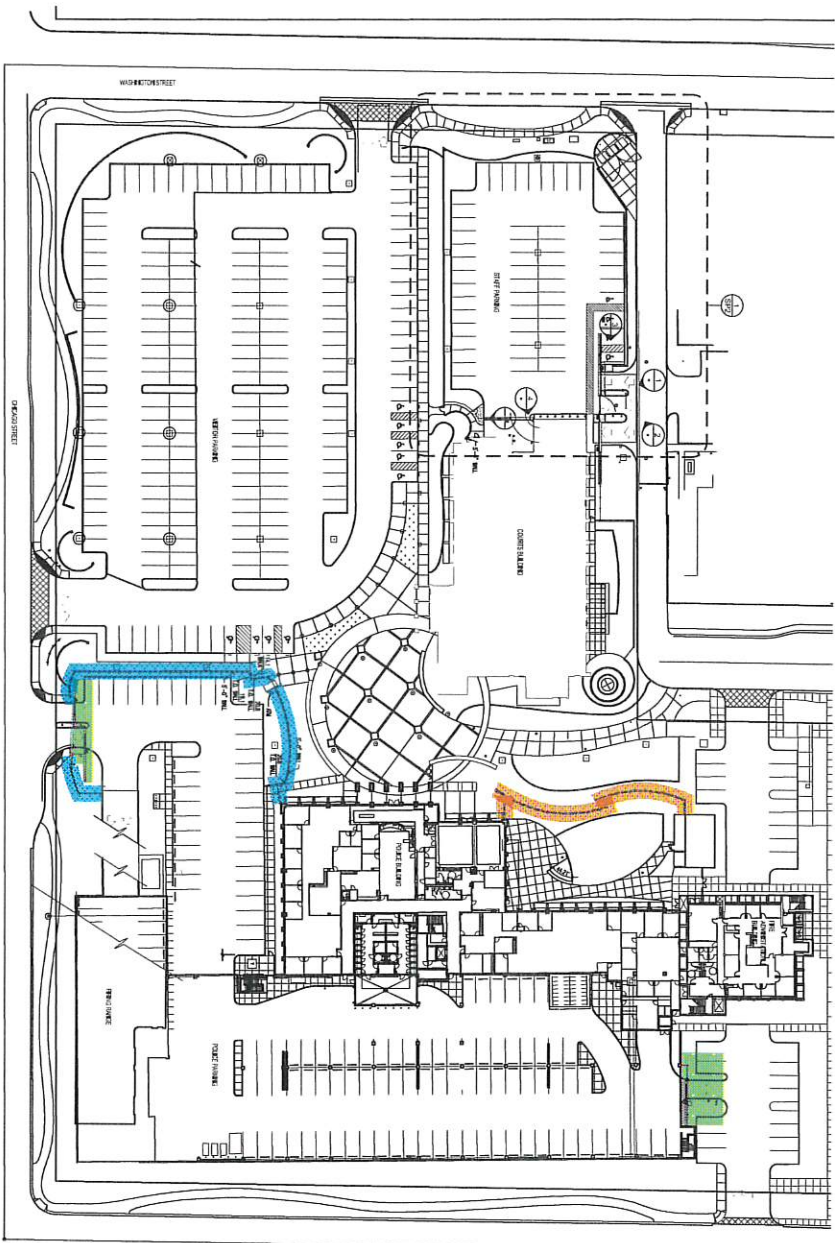
- It is our understanding that the city will carry the cost for the construction permit, and that FCI Constructors will be responsible for requesting the permit.
- We have excluded any badging, background checks, and fingerprinting for these projects.
- We have included a full-time onsite Superintendent during normal working hours 6:00AM-3:00PM.
- We have not included a job site trailer, assuming we will work out of our truck.
- It has been assumed that we can utilize some of the parking lot cordoned off with temp fencing to allow for a laydown area, dumpster, and temporary toilets for construction.
- Sales tax is included as point of sale (MRRA).
- The cost for 100% Performance and Payment bonds by FCI is included.
- General Liability Insurance and Builders Risk Insurance is included.
- There is a discrepancy between the architectural sheets and the structural sheets on the number of through bolts per saddle for fence type A. Per your request we have gone with the 2 through bolts per the architectural sheets.
- The existing man gate is shown to have a tube steel picket extension applied to the top of it. However, it was noted on the site walk that this gate is different from what is drawn. We have bid this gate extensions per the plans.
- We have found cost savings options with using HySecurity's SlideSmart in lieu of the SlideDriver gate operators and using carbon steel in lieu of the galvanized steel. We have revised our proposals to include these savings.
- Base bid for Phase II Police with the City's Allowance is \$413,082. This includes the 3 rolling gates, gate operators, all related fencing, and add alternates 2 & 3 for fencing on top of the CMU walls.
- Phase II is anticipated to take 5 weeks to complete.

Thank you for this opportunity, and we look forward to working with you & your team on this project. Please let us know if you have any questions or need any additional information.

Thank you,

A handwritten signature in blue ink, appearing to read "Chris Reina", written over a light blue horizontal line.

Chris Reina
Estimator



Phase II Base Bid - Gates & Fencing

Phase I Add Alt. 2 - Fencing Type A (A/SP3)

Phase II Add Alt. 3 - Fencing Type A (A/SP3)

Overall Site Plan



PHOTO DIRECTION: EASTING (ORIENTED)



1



2



3



4



5

PROJECT: CONSTRUCTION DOCS Phase I Courts 200 E Chicago Street Chandler, AZ		adaptive ARCHITECTS 1000 N. GILBERT STREET CHANDLER, AZ 85226
PROJECT NUMBER: 1922 DATE: 5/12/21	PROJECT NAME: Overall Site Plan	SHEET NUMBER: SP1

EXHIBIT B FEE SCHEDULE

31-Jan-22
REV03

Base Project

	Description	Labor %	Quantity	Unit	Unit Price	Total Price
1	Office/Project Manager	25%	5	WKS	\$4,200	\$5,250
2	Project Superintendent	100%	5	WKS	\$3,800	\$19,000
3	Project Engineer	25%	5	WKS	\$2,800	\$3,500
4	Project Estimator	0%	0	WKS	\$4,200	\$0
5	Administration Support	15%	0	WKS	\$2,200	\$0
6	Project Vehicle Project Manager	25%	5	WKS	\$64	\$320
7	Project Vehicle Superintendent	100%	5	WKS	\$256	\$1,281
8	Vehicle Fuel and Maintenance Project Manager	25%	5	WKS	\$25	\$125
9	Vehicle Fuel and Maintenance Superintendent	100%	5	WKS	\$100	\$500
10	Cell Phone Project Manager	25%	5	WKS	\$4	\$22
11	Cell Phone Superintendent	100%	5	WKS	\$28	\$138
12	Internet/IT Rental - PM	25%	5	WKS	\$15	\$77
13	Internet/IT Rental -Super	100%	5	WKS	\$61	\$306
14	Project Safety		1	LS	\$50	\$50
15	Property Protection		1	LS	\$125	\$125
16	Temporary Fencing/Barriers		5	WKS	\$125	\$625
17	Temporary Toilets		5	WKS	\$175	\$875
18	Dumpsters/Waste Removal		5	WKS	\$125	\$625
19	Equipment Rental		0	WKS	\$500	\$0
20	Documentation Reproduction/Office Supplies		0	WKS	\$50	\$0
21	Continuous Clean of Building/Site		5	WKS	\$250	\$1,250
22	Final Clean of Building/Site		0	WKS	\$250	\$0
General Conditions						\$34,068.75

	Description	Quantity	Unit	Unit Price	Total Price
1	Demolition	1	LS	\$4,000	\$4,000
2	Bituminous Coatings	1	LS	\$1,025	\$1,025
3	Electrical	1	LS	\$770	\$770
4	Site Concrete - Paving / Curb & Gutter	1	LS	\$7,690	\$7,690
5	Asphalt Paving / Patch Back	1	LS	\$1,800	\$1,800
6	Pavement Markings & Traffic Control Signs	1	LS	\$1,036	\$1,036
7	Wrought Iron Fencing & Gates	1	LS	\$217,420	\$217,420
8	SlideSmart in lieu of SlideDriver Gate Operators	1	LS	-\$31,125	-\$31,125
9	Carbon Steel in lieu of Galvanized Steel	1	LS	-\$9,390	-\$9,390
10	Landscaping (Allowance)	1	LS	\$2,500	\$2,500
11	Alternate # 2 - Wrought Iron Fences T.O.W. at Court Yard	1	LS	\$43,805	\$43,805
12	Alternate # 3 - Wrought Iron Fences T.O.W. at Parking Lot	1	LS	\$69,384	\$69,384
Vendor Subtotal					\$308,915.40

TOTAL HARD COST

\$342,984.15

Overhead & Profit

7.50%

\$25,723.81

SUBTOTAL

\$368,707.96

Insurance

0.85%

\$3,134.02

Bond

1.00%

\$3,687.08

Sales Tax (Point of Sale)

0.00%

\$0

TOTAL PHASE 2 BASE PROJECT COST

\$375,529.06

City's Allowance

10.00%

\$37,553

Total Base Bid with City's Allowance

\$413,082

Gonzalez Asphalt

FCI CONSTRUCTORS			
BID TABULATIONS: CONCRETE			
PROJECT: CHANDLER POLICE & COURTS SECURITY FENCING UPGRADES			
BID DATE/TIME: 11/30/2021 AT 1 PM			
ESTIMATOR: CHRIS			
LOCATION: CHANDLER, AZ			
ORIGINAL BID DOCS: 5/12/2021			
ADDENDUM #: A			
SALES TAX: YES			
PREVAILING WAGE: NO			
BONDABLE: PERCENTAGE			
PHASE 1 - COURTS			
4" THK CONCRETE SIDE WALK AT SOUTH GATE ENTRY	77	SF	\$ 770.00
GATE CONTROLER PAD AT SOUTH GATE ENTRY	4	SF	\$ 250.00
NEW GATE TRACK FOOTINGS	120	LF	\$ 2,400.00
4" THK CONCRETE WALKS/CONTROLER PADS AT NORTH GATE ENTRY	75	SF	\$ 750.00
4" THK CONCRETE SIDE WALK PATCH AT NEW ELECTRICAL HAND-HOLD	22	SF	\$ 425.00
NEW VERTICAL CUBE	20	LF	\$ 800.00
CONCRETE FOOTING TIEING INTO EXISTING PER 1, 2, & 3/4 (1'-6" x 3')	4	EA	\$ 225.00
DURATION FOR CONSTRUCTION			
PHASE 1 TOTAL BID WITH ADJUSTMENTS	QTY	UNIT	\$ 5,620.00

PHASE 2 - POLICE			
GATE CONTROLER PAD AT SOUTHEAST GATE ENTRY	8	SF	\$ 250.00
PATCH BACK VERTICAL CUBE AT SOUTHWEST GATE ENTRY	16	LF	\$ 640.00
PATCH BACK ISLAND SLAB AT SOUTHWEST GATE ENTRY	20	SF	\$ 500.00
PATCH BACK SIDE WALK AT SOUTHWEST GATE ENTRY	23	SF	\$ 250.00
GATE CONTROLER PAD AT NORTH GATE ENTRY	4	SF	\$ 525.00
SIDE WALK PATCH BACK AT NORTH GATE ENTRY	150	SF	\$ 1,800.00
NEW GATE TRACK FOOTINGS	95	LF	\$ 1,900.00
CONCRETE FOOTING TIEING INTO EXISTING PER 1, 2, & 3/4 (1'-6" x 3')	4	EA	\$ 225.00
DURATION FOR CONSTRUCTION			
PHASE 2 TOTAL BID WITH ADJUSTMENTS	QTY	UNIT	\$ 6,090.00

Each phase has a
\$1,600 mob (add).

Bid Submitted by:

Bidder's Name Russ Derks - K2 Electric

Address 4038 E Superior Ave

City, State, Zip Code Phoenix AZ 85040

Phone Number 480-352-5727

E-Mail Address rderks@k2elec.com

**REQUIRED - ATTACH STANDARD COMPANY PROPOSAL TO THIS BID FORM FOR DETAILED
INCLUSIONS/EXCLUSIONS**

Bid Submitted For - Item(s) of Work:

Specification Sections: SEE ATTACHED

The following addenda have been received and acknowledged by submittal of this Bid:

Addenda: One

Dated: 11-18-2021

Addenda: _____

Dated: _____

BIDS WILL NOT BE ACCEPTED WITHOUT THE FOLLOWING INFORMATION

This proposal is in conformance with all plans and specifications without exception (Initial) RD

Bidder performing work onsite has a current contractor's license in good standing (Initial) RD

Contractor License # ROC 323987

Is subcontractor able to furnish a 100% Payment & Performance bond? Yes (Yes or No)

Bond Rate 1.5 % (bond will be an add price to the Bid Amount if required)

All Bids are to remain valid for Sixty (60) days after the receipt of Bids as required by Owner.

BID SCHEDULE: PHASE I CHANDLER COURTS SECURITY FENCING UPGRADES

BASE BID - BID ITEMS

BID ITEM #1 - BASE BID SCOPE OF WORK - NEW GATES AND FENCING

LS BID
AMOUNT \$ 21,790.00

ANTICIPATED DURATION 25 Days DAYS / WEEKS

ANTICIPATED LEAD TIME ---- DAYS / WEEKS

BID ALTERNATES

BID ALTERNATE 1 - ADD FENCE TYPE A (A/SP3) TO PARKING LOT MASONRY WALLS

ADD / DEDUCT \$ N/A

BID ALTERNATE 2 - ADD FENCE TYPE A (A/SP3) TO COURT YARD MASONRY WALLS

ADD / DEDUCT \$ N/A

BID SCHEDULE: PHASE II CHANDLER POLICE SECURITY FENCING UPGRADES

BASE BID - BID ITEMS

BID ITEM #1 - BASE BID SCOPE OF WORK - NEW GATES AND FENCING

LS BID
AMOUNT \$ 770.00

ANTICIPATED DURATION 2 Days DAYS / WEEKS

ANTICIPATED LEAD TIME ---- DAYS / WEEKS

BID ALTERNATES

BID ALTERNATE 3 - ADD FENCE TYPE A (A/SP3) TO PARKING LOT MASONRY WALLS

ADD / DEDUCT \$ N/A

AUTHORIZED SIGNATURE: _____

DATE: 11-30-2021



SPECIAL PROJECTS DIVISION

Bid Proposal

4038 E. Superior Ave. | Suite 102
Phoenix, AZ 85040

TO: FCI CONSTRUCTORS	JOB: CHANDLER POLICE & COURTS SECURITY FENCING UPGRADES
Attn: Chris Reina	BID DATE: Tuesday, November 30, 2021

PRICING:

BASE BID	\$22,560.00
PHASE 1	\$21,790.00
PHASE 2	\$770.00
SALES TAX – PHASE 1	\$731.38

Inclusions:

- Electrical materials and installation for Phase 1 per pages E01, E02, ES1, ES2, dated 05-17-2021
- Addendum(s): One

PHASE 1 Inclusions:

- Provide and install three new starter / disconnects for new gate motors.
- Remove existing wire from conduit extending from panel "EPC" to approximate location of new in-grade electrical box.
- Provide and install wire only in existing conduit from panel "EPC" to approximate location of new in-grade electrical box.

PHASE 2 Inclusions:

- Disconnect two existing gate motor connections at South police yard entrance.
- Connect existing circuitry to two new gate operating motors at South police yard entrance.

Exclusions:



SPECIAL PROJECTS DIVISION

Bid Proposal

4038 E. Superior Ave. | Suite 102
Phoenix, AZ 85040

- All permit fees, engineering fees, and bonds.
- Electrical work at North police yard entrance ← Why? Included see email
- All temporary power or lighting.
- Special inspections not specifically noted on plans.
- All repair of pre-existing code violations or electrical conditions.
- All modifications to existing electrical distribution equipment.
- All off-site trash haul-off, we will utilize an onsite dumpster.
- Supply of trash dumpsters or portable restrooms.
- Private locate or survey.
- Concrete coring and floor survey by GPR or X-ray.
- Repair of damaged underground services not identified by Blue Stake or Private Locator.
- All asphalt and concrete patching, and landscape repair.
- All formed concrete to include equipment pads, and bollards.
- Haul off of trenching or excavation spoils.
- Hauling of water from off site.
- Hard digging, plating of trenches and boring.
- Traffic control and traffic barricades.
- Compaction testing, if required.
- All off hour or overtime work.

Clarifications:

This Proposal is firm for 10 days. ← Willing to add for 60 Days? Covered see email

Our proposal is based on a mutually acceptable contract with, until further notice, includes the following language (or similar language):

Subcontractor's work may be impacted as a result of the coronavirus (COVID-19) pandemic, including but not limited to owner or governmental action and restrictions in response to the pandemic. Subcontractor cannot predict the potential impact to the subcontract time and subcontract price and has not included in its bid or the subcontract agreement time or costs for unknown impacts. Subcontractor does not agree to absorb time and price impacts due to unforeseen impacts resulting from the pandemic. Should Subcontractor's work be delayed, hindered or impacted as a result of the pandemic: (i) Subcontractor shall timely notify contractor; (ii) Subcontractor shall use reasonable measures to mitigate the delay, hinderance or impact; (iii) Subcontractor shall not be considered to be in default of the subcontract agreement and shall not owe damages to contractor except to the extent Subcontractor failure to use reasonable measures to mitigate the delay, hinderance or impact; and (iv) Subcontractor shall be entitled to equitable adjustments of the subcontract time and subcontract price. The foregoing terms shall take precedence over any other terms of the subcontract agreement limiting Subcontractor's entitlement to relief.



SPECIAL PROJECTS DIVISION

Bid Proposal

4038 E. Superior Ave. | Suite 102
Phoenix, AZ 85040

TERMS: Payment is due upon completion of the services rendered by company. In the event of a default, interest shall accrue from the date of the default at the rate of 1.5% per month. Customer agrees to pay all necessary costs, expenses, legal fees and amounts due if this account is tendered for collection. In the event any legal suit, action, or proceeding is brought relating to or arising from the contract, then the court shall award costs and expenses of the action, including attorney's fees and costs, to the prevailing party, including such costs, expenses and attorney's fees incurred on all appeals.

Regards,

Russ Derks
Estimator
480 352 5727

rderks@k2elec.com

Chris Reina

From: Russ Derks <RDerks@K2Elec.com>
Sent: Wednesday, December 1, 2021 8:58 AM
To: Chris Reina
Cc: Matt Kuiper
Subject: RE: Chandler Police & Courts Fencing Upgrades

Chris,

See below



Russ Derks | Estimator

602-454-7800 | Cell: 480-352-5727 | RDerks@K2Elec.com
4038 E. Superior Ave. | Phoenix, AZ 85040
ROC #323967



www.k2elec.com

From: Chris Reina <creina@fciol.com>
Sent: Wednesday, December 1, 2021 7:50 AM
To: Russ Derks <RDerks@K2Elec.com>
Subject: RE: Chandler Police & Courts Fencing Upgrades

Morning Russ,

Thank you again for the bid on this one. After looking it over I have a few questions.

- For phase 1 I see that you have only 3 new starters, however there are 4. What is the add for a 4th? I have (4) included, forgot to change qty
- For phase 2 I see that you only have the disconnect and connect of tow gate operators, and that you have excluded the work at the north police yard entrance. Is there a reason why you will not disconnect and reconnect the north police yard gate operator? Per keynote 4, it does not say that gate is being replaced.... If it is being replaced, it is covered.
- I see that your bid is only good for 10 days. It can take up to 60 days for the city council to approve the pricing. What would be the add if to hold the bid 60 days? I have that covered as well, forgot to change

Please let me know if you have any questions or need additional information.

Thanks,

Chris Reina
Estimator
FCI Constructors, Inc.
10922 West Glenn Dr.
Glendale, AZ 85307-1813
P. (623) 772-7400 F. (623) 877-3300 C. (480) 215-3449
www.fciol.com

Gonzalez Asphalt

FCI CONSTRUCTORS			
BID TABULATIONS: ASPHALT			
PROJECT: CHANDLER POLICE & COURTS SECURITY FENCING UPGRADES			
BID DATE/TIME: 11/30/2021 AT 1 PM			
ESTIMATOR: CHRIS			
LOCATION: CHANDLER, AZ			
ORIGINAL BID DOCS: 5/12/2021			
ADDENDUM #: A			
SALES TAX: YES			
PREVAILING WAGE: NO			
BONDABLE: PERCENTAGE			
PHASE 1 - COURTS			\$ -
PATCH BACK AT ELECTRICAL UNDER GROUND	216	SF	\$ 1,728.00
PATCH BACK AT SALLY PORT ENTRY (BETWEEN GAT TRACK AND SIDEWALK)	48	SF	\$ 384.00
NEW ASPHALT AT CURR REMOVAL ON SOUTH GATE ENTRY	7	SF	\$ 224.00
ADDITIONAL PATCH BACK DO TO NEW FENCE FOOTINGS	25	SF	\$ 200.00
STRIPPING			
DIRECTIONAL ARROWS	6	EA	
ADA PARKING PAVEMENT MARKING SYMBOL (ONE WITH 'VAN')	2	EA	
WALK WAY STRIPIING IN YELLOW	467	SF	
PARKING STALL LINES (2 EA)	33	LF	
RELOCATE ADA POST & SIGNS W/ FOOTINGS	2	EA	
REMOVE ADA PARKING SYMOL	2	EA	
REMOVE WALK WAY STRIPING	85	SF	
PHASE 1 TOTAL BID WITH ADJUSTMENTS	QTY	UNIT	\$ 2,536.00
PHASE 2 - POLICE			\$ -
PATCH BACK DO TO NEW FENCE FOOTINGS	25	SF	
MINIMUM			\$ 1,600.00
STRIPPING			
DIRECTIONAL ARROWS	3	EA	
PHASE 2 TOTAL BID WITH ADJUSTMENTS	QTY	UNIT	\$ 1,600.00

Each phase has a
\$1,600 mob (add).



11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Quotation



Project: Chandler Courts
Company Name: FCI
ATTN: Estimating Department
Date: 12/1/2021

Sales tax? \$161.25 EA

Scope of Work: Onsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
Stall Striping	2	EA		\$ -
Hatch/Crosswalk	467	SF		\$ -
ADA Symbols	2	EA		\$ -
ADA Sign+Round Tube Post (relocate only)	2	EA		\$ -
Arrows	6	EA		\$ -
Blackout ADA Symbol	2	EA		\$ -
Blackout Crosswalk	85	SF		\$ -
Mobilization	1	EA		\$ -
TOTAL				\$2,322.00

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, and materials not listed above.

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: SP2 Dated:

***ADD OPTION: Red Curb, FIRE LANE NO PARKING Legends, and Fire Lane Signage(city spec). Pricing available on request.

***Paint and steel pricing has been continuously increasing monthly during 2021, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

DISCLAIMER: Taxes are excluded. Standard State of Arizona insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under \$10,000. Quote is valid for 30 days.

Customer Acceptance Signature:

Date:

PO Number:



11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Quotation



Project: Chandler Police
Company Name: FCI
ATTN: Estimating Department
Date: 12/1/2021

Scope of Work: Onsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
Arrows	3	EA		\$ -
Mobilization	1	EA		\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$875.00

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, and materials not listed above.

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: SP2 Dated:

***ADD OPTION: Red Curb, FIRE LANE NO PARKING Legends, and Fire Lane Signage(city spec). Pricing available on request.

***Paint and steel pricing has been continuously increasing monthly during 2021, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

DISCLAIMER: Taxes are excluded. Standard State of Arizona Insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under \$10,000. Quote is valid for 30 days.

Customer Acceptance Signature:

Date:

PO Number:



PROPOSAL

8320 N. 67th Ave
Glendale, AZ 85302
Phone: (623) 247-5896
Fax: (623) 939-1940
Date: 1/31/2022
ROC094682

Customer: FCI CONSTRUCTORS, INC
Address: 10922 W GLENN DR
GLENDALE, AZ

Project: CHANDLER POLICE/COURTS
SECURITY FENCING UPGRADES
CHANDLER, ARIZONA

Attn: CHRIS REINA

Item #: Description: QTY:

FURNISH & INSTALL THE FOLLOWING PER THE PROJECT PLANS:

PHASE 1 CHANDLER COURTS. BASE BID: (South Gate Entry Excluded, Det 5, SP2)

1	NEW 8' HT WROUGHT IRON FENCE, LAYOUT PER DETAIL 2, SP2.	80 LF
2	8' HT X 21' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
3	8' HT X 20' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
4	8' HT X 16' W (OPENING) WROUGHT IRON SLIDE GATE.	DELETED FROM SCOPE
5	HySECURITY SLIDEDRIVER 50VF2/3 SLIDE GATE OPERATOR SYSTEM.	2 EA
6	8' HT X 11' W (OPENING) WROUGHT IRON SINGLE SWING GATE.	1 EA
7	HySECURITY SWINGRISER 19 SWING GATE OPERATOR SYSTEM.	1 EA
8	8' HT X 3' W WROUGHT IRON MAN GATE.	DELETED FROM SCOPE

PHASE 1 CHANDLER COURTS. BASE BID TOTAL: \$221,460.00

PHASE 1 ADD ALTERNATE #1:

9	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL. LAYOUT PER 1, SP2.	485 LF
10	3' HT EXTENSION TO TOP OF EXISTING WROUGHT IRON MAN GATE.	1 EA

PHASE 1 ADD ALTERNATE #1: \$114,510.00

PHASE 1 ADD ALTERNATE #2:

11	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL @ COURT YARD.	185 LF
----	--	--------

PHASE 1 ADD ALTERNATE #2: \$48,350.00

PHASE 2 CHANDLER PD. BASE BID:

12	NEW 8' HT WROUGHT IRON FENCE, LAYOUT PER DETAILS 3 & 4, SP2.	59 LF
13	8' HT X 18' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
14	8' HT X 17' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
15	8' HT X 16' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
16	HySECURITY SLIDEDRIVER 50VF2/3 SLIDE GATE OPERATOR SYSTEM.	3 EA

PHASE 2 CHANDLER PD. BASE BID TOTAL: \$204,150.00

PHASE 2 ADD ALTERNATE #3:

17	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL. LAYOUT PER 3, SP2.	289 LF
18	3' HT EXTENSION TO TOP OF EXISTING WROUGHT IRON MAN GATE.	1 EA

PHASE 2 ADD ALTERNATE #3: \$70,410.00

**Continued on next page.*

FENCE STIPULATIONS: There are significant conflicts between the details on the plans and spec section 32 31 19. The specifications elude to the use of a premanufactured product using retaining rods and pvc grommets to attach the pickets to a channel style rail. The details show the fencing using tube steel and fully welded. We are bidding the fence as galvanized tube steel fully welded with a shop powder coated finish manufactured by our company. The use of an Ameristar (or other) product is excluded.

- All fence post excavation and footings are included for our scope. We are excluding the concrete tracks for the slide gates. We will provide the steel imbeds required and a layout for the concrete sub.

GATE OPERATORS: Specification section 11 12 02, Parking Control Swing Gate Equipment, Paragraph 2.01.A calls for the use of a SwingRiser 19 twin unit. The gate shown on the plans is a single swing gate and only requires a SwingRiser 19 single. The twin operator is excluded.

Gate operators exclude: UPS Battery Backup systems (Not called for in specs and assumes the facility has backup generators), Access controls (Card readers, intercoms, keypads), Power to operators, Conduits, Gate Permits.

Lead times on the gate operator equipment is unreliable at best considering the current supply chain crisis. We are being told current lead times are 8-10 weeks after submittal approval but that can change without notice.

CONTRACTORS ADDENDUM A IS ACKNOWLEDGED.

DUE TO THE CURRENT EXTREME VOLATILITY IN OUR INDUSTRY PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRIOR TO ACCEPTANCE OF ANY SUBCONTRACT RESULTING FROM THIS PROPOSAL WE WILL NEED TO VERIFY CURRENT COSTS WITH SUPPLIERS.

VE OPTIONS:

PHASE 1, CHANDLER COURTS, BASE BID:

19	USE OF SLIDSMART HD25 SLIDE GATE OPERATORS VS SLIDEDRIVER.	2 EA	(\$20,750.00)
20	USE OF SWINGSMART DC20 SWING GATE OPERATOR VS SWINGRISER	1 EA	(\$19,500.00)
21	ELIMINATE GALVANIZED STEEL ON FENCE & GATES.	LS	(\$10,940.60)

PHASE 1, ADD ALTERNATE #1:

22	ELIMINATE GALVANIZED STEEL ON FENCE & GATES.	LS	(\$9,656.25)
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PHASE 1, ADD ALTERNATE #2:

23	ELIMINATE GALVANIZED STEEL ON FENCE & GATES.	LS	(\$7,687.50)
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PHASE 2, CHANDLER PD, BASE BID:

24	USE OF SLIDSMART HD25 SLIDE GATE OPERATORS VS SLIDEDRIVER.	3 EA	(\$31,125.00)
25	ELIMINATE GALVANIZED STEEL ON FENCE & GATES.	LS	(\$9,390.00)

PHASE 2, ADD ALTERNATE #3:

26	ELIMINATE GALVANIZED STEEL ON FENCE & GATES.	LS	(\$5,602.50)
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POTENTIAL VE SAVINGS: (\$114,651.85)

Contact: Ryan Blauvelt - President
Cell: 602.397.0127 Email: RyanB@AssociatedFence.Net
Terms: Payment will be Net 30 Days.

Subtotal: SEE ABOVE
Bonds: EXCLUDED
Permits: EXCLUDED
Sales Tax: EXCLUDED
Total: SEE ABOVE

Excludes: Site Grading & Staking, Bonds, Permits, Knox Boxes & Switches, Panic Hardware, Engineering, Core Drilling, Saw Cutting, and Sales Tax.



PROPOSAL

8320 N. 67th Ave
Glendale, AZ 85302
Phone: (623) 247-5896
Fax: (623) 939-1940
Date: 12/10/2021
ROC094682

Customer: FCI CONSTRUCTORS, INC
Address: 10922 W GLENN DR
GLENDALE, AZ

Project: CHANDLER POLICE/COURTS
SECURITY FENCING UPGRADES
CHANDLER, ARIZONA

Attn: CHRIS REINA

Item #: **Description:** **QTY:**

FURNISH & INSTALL THE FOLLOWING PER THE PROJECT PLANS:

PHASE 1 CHANDLER COURTS. BASE BID:

1	NEW 8' HT WROUGHT IRON FENCE, LAYOUT PER DETAILS 2 & 5, SP2.	130 LF
2	8' HT X 21' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
3	8' HT X 20' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
4	8' HT X 16' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
5	HySECURITY SLIDEDRIVER 50VF2/3 SLIDE GATE OPERATOR SYSTEM.	3 EA
6	8' HT X 11' W (OPENING) WROUGHT IRON SINGLE SWING GATE.	1 EA
7	HySECURITY SWINGRISER 19 SWING GATE OPERATOR SYSTEM.	1 EA
8	8' HT X 3' W WROUGHT IRON MAN GATE.	1 EA

PHASE 1 CHANDLER COURTS. BASE BID TOTAL: \$295,370.00

PHASE 1 ADD ALTERNATE #1:

9	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL. LAYOUT PER 1, SP2.	485 LF
10	3' HT EXTENSION TO TOP OF EXISTING WROUGHT IRON MAN GATE.	1 EA

PHASE 1 ADD ALTERNATE #1: \$114,510.00

PHASE 1 ADD ALTERNATE #2:

11	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL @ COURT YARD.	185 LF
----	--	--------

PHASE 1 ADD ALTERNATE #2: \$48,350.00

PHASE 2 CHANDLER PD. BASE BID:

12	NEW 8' HT WROUGHT IRON FENCE, LAYOUT PER DETAILS 3 & 4, SP2.	59 LF
13	8' HT X 18' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
14	8' HT X 17' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
15	8' HT X 16' W (OPENING) WROUGHT IRON SLIDE GATE.	1 EA
16	HySECURITY SLIDEDRIVER 50VF2/3 SLIDE GATE OPERATOR SYSTEM.	3 EA

PHASE 2 CHANDLER PD. BASE BID TOTAL: \$204,150.00

PHASE 2 ADD ALTERNATE #3:

17	NEW 3' HT WROUGHT IRON FENCE ON TOP OF EXISTING WALL. LAYOUT PER 3, SP2.	289 LF
18	3' HT EXTENSION TO TOP OF EXISTING WROUGHT IRON MAN GATE.	1 EA

PHASE 2 ADD ALTERNATE #3: \$70,410.00

**Continued on next page.*

Chris Reina

From: Ryan Blauvelt <RyanB@associatedfence.net>
Sent: Tuesday, November 30, 2021 5:07 PM
To: Chris Reina
Subject: RE: ***BID*** Chandler Courts/PD (FENCING & GATES)

Chris,

Please see below in red. Hopefully this helps.

Thank you,

Ryan Blauvelt
President
Associated Fence
8320 North 67th Avenue
Glendale, AZ 85302
T: 623.247.5896 | C: 602.397.0127
E: RyanB@Associatedfence.net
ROC094682 | ROC107440

From: Chris Reina [mailto:creina@fciol.com]
Sent: Tuesday, November 30, 2021 12:04 PM
To: Ryan Blauvelt <RyanB@associatedfence.net>
Subject: RE: ***BID*** Chandler Courts/PD (FENCING & GATES)

Ryan,

Thanks again for your bid on this one. After looking it over I have a few questions.

- What are the adds for sale tax? **This scope is very material heavy. Assume 6.5% effective sales tax rate if needed.**
- Did you include the perforated metal screen at the gates and man gate (600 SF – Phase 1, 432 SF – Phase 2)? If not please add. **Yes. We have the perforated metal sheeting on the gates and the fence the gates roll behind as needed for UL325 compliance.**
- Do you have the relocating of the existing gooseneck keypad at the sally port? **We will relocate the gooseneck post and footing but the card reader, conduit, & other control systems would need to be done by the security/electrical contractor.**
- Did you include new loops for the gates? **Yes. We are figuring on saw cut into the existing asphalt/concrete.**
- Does your pricing include the smart touch controllers on the gates? **Yes. They are integrated into the gate operator from the factory.**
- Is there a 5 year or 500,000 gate cycles warranty included? **Yes. The standard manufacturer factory warranty on the hydraulic operators (Which are the ones on this project) is 5 Year/ 500,000 cycles on the parts. Labor is 2 years included.**
- I see that you have excluded the core drilling? What is the add to the alternates for the drills in the CMU for the fence post? **That is our boilerplate exclusion list and typically is for when we have to core drill through concrete that gets poured before we can set our posts. For this project, hammer drilling through the masonry for the through bolt installation is included.**
- Did you include the grouting for the through bolts? **Looking at the details I don't see where it calls for grout to be added to the existing masonry. I do see a note calling for the bolts to be installed in solid grouted core cells but we assumed that the wall is already fully grouted or that the cells would be grouted 4' OC which explains why the fence posts are set 4' OC. If there is masonry grout needed I do not have that included.**

- There are some steps in the CMU walls where the grade changes. Did you allow for this? **Yes. On these areas we normally install a longer post on the low side then run the high side panel into the taller post. If the grade change is more than 1-2 blocks we would install posts at both side of the steps.**
- Did you allow for the curves at the CMU walls? **Yes. We will curve the panels to match the radius of the walls.**
- Do you have the removal of the existing gates? If not what is the add? **Yes I will include demo and disposal of the existing gates and gate operators. I do not have demo of the existing concrete gate tracks. Also, the existing card reader/keypads would need to be done by the security contractor if they are planning on reusing them.**

Please let me know if you have any questions or need additional information.

Thanks,

Chris Reina
Estimator
FCI Constructors, Inc.
10922 West Glenn Dr.
Glendale, AZ 85307-1813
P. (623) 772-7400 F. (623) 877-3300 C. (480) 215-3449
www.fciol.com



From: Ryan Blauvelt <RyanB@associatedfence.net>
Sent: Tuesday, November 30, 2021 10:24 AM
To: Chris Reina <creina@fciol.com>
Subject: ***BID*** Chandler Courts/PD (FENCING & GATES)

Chris,

Attached is my bid for the fencing & gates scope on this project. Let me know if you have any questions or concerns.

Thank you,

Ryan Blauvelt
President
Associated Fence
8320 North 67th Avenue
Glendale, AZ 85302
T: 623.247.5896 | C: 602.397.0127
E: Ryanb@Associatedfence.net
ROC094682 | ROC107440

From: Chris Reina [<mailto:creina@fciol.com>]
Sent: Tuesday, November 30, 2021 8:08 AM
To: Ryan Blauvelt <RyanB@associatedfence.net>
Subject: RE: Chandler Police & Courts Security Fencing Upgrades

Morning Ryan,

Yes, attached is our bid form with the breakdowns we need along with a phasing plan showing theses areas. All working will be done at the same time, however do to where the funding is coming we have to break it out, and they are not sure if they will have enough to do the fencing on the CMU walls.

Thanks,

Chris Reina
Estimator
FCI Constructors, Inc.
10922 West Glenn Dr.
Glendale, AZ 85307-1813
P. (623) 772-7400 F. (623) 877-3300 C. (480) 215-3449
www.fciol.com



From: Ryan Blauvelt <RyanB@associatedfence.net>
Sent: Tuesday, November 30, 2021 7:10 AM
To: Chris Reina <creina@fciol.com>
Subject: RE: Chandler Police & Courts Security Fencing Upgrades

Chris,

I am putting the finishing touches on my bid this morning. I should have it turned into you before noon. Do you need separate proposals for the PD from the Courts scopes?

Thank you,

Ryan Blauvelt
President
Associated Fence
8320 North 67th Avenue
Glendale, AZ 85302
T: 623.247.5896 | C: 602.397.0127
E: Ryanb@Associatedfence.net
ROC094682 | ROC107440

From: Chris Reina [<mailto:creina@fciol.com>]
Sent: Monday, November 29, 2021 10:38 AM
To: Ryan Blauvelt <RyanB@associatedfence.net>
Subject: Chandler Police & Courts Security Fencing Upgrades

Good Morning Ryan,

I am reaching out this morning to see if you had any questions on the Chandler Police & Courts Security Fencing Upgrades.

Thank you,

Chris Reina
Estimator
FCI Constructors, Inc.
10922 West Glenn Dr.
Glendale, AZ 85307-1813
P. (623) 772-7400 F. (623) 877-3300 C. (480) 215-3449

EXHIBIT C**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 Four Hundred Thirteen Thousand Eighty Two and 00/100 (Dollars) (\$ 413,082.00), 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 5th day of APRIL, 2022 for construction of **PHASE II - SECURITY FENCING UPGRADES FOR POLICE FACILITIES, BF2102.403** 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 7th day of APRIL, 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



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 Four Hundred Thirteen Thousand Eighty Two and 00/100 (Dollars) (\$413,082.00), 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 5th day of APRIL, 2022 for construction of **PHASE II – SECURITY FENCING UPGRADES FOR POLICE FACILITIES, BF2102.403** 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 7th day of APRIL, 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.: 30156247

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

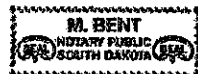
Paul T. Bruflat, Vice President

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 _____ day of _____



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.

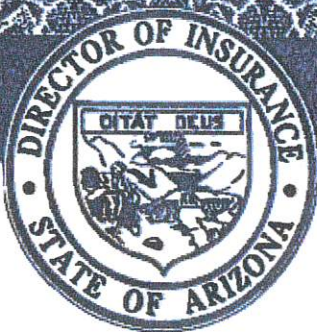
Authorizing By-Law

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

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



[Handwritten Signature]

Director of Insurance

E-146 7/79

297396

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



EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **PHASE II – SECURITY FENCING UPGRADES FOR POLICE FACILITIES**

Project No.: **BF2102.403**

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: **PHASE II – SECURITY FENCING UPGRADES FOR POLICE FACILITIES**
Project No.: **BF2102.403**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **BF2102.403** 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