



DEPARTMENTS OF THE ARMY AND THE AIR FORCE
JOINT FORCE HEADQUARTERS UTAH
12953 SOUTH MINUTEMAN DRIVE
DRAPER, UTAH 84020-9286

Date: 29 September 2025

MEMORANDUM FOR Utah National Guard, 12953 S. Minuteman Dr., Draper, UT 84020

To: Dan Schoenfeld, Deputy Director for State Operations

From: Jayson Ilada Finance Analyst III, State Military Department

SUBJECT: Emergency Procurement – Utah Air National Guard Chain-Link Fence

Please see the attached information regarding an estimated **\$20,996.09** for chain-link fence repairs at the Utah Air National Guard.

On 09/24/25, UT Air National Guard state superintendent contacted the State Military Department for an emergency chain-link fence repair. A civilian vehicle struck the east side security fence (along N 2200 W) of the Utah Air National Guard causing a breach of security to the air guard base.

Michael Waters the State Superintendent for the Air Guard contacted United Fence Co, All Over Fence, And American Fence Co (no response). Both United Fence and All Over Fence came to the site to provide quotes.

This emergency procurement form requests approval to purchase repair service for chain-link fence with United Fence being the lowest bid.

Attachments:

- Memorandum from the General of Utah National Guard
- Email notification to UTNG SMD
- Quotes from 2 out of the 3 vendors contacted.

Approval of this Emergency Procurement,

Daniel Schoenfeld

Dan Schoenfeld
Deputy Director for State Operations
Utah National Guard



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29 September 2025

MEMORANDUM FOR Utah National Guard, 12953 S. Minuteman Dr., Draper, UT 84020

SUBJECT: Delegation of Authority for Emergency Procurement

1. Pursuant to Utah Code Ann. § 63G-6a-803, Utah Admin. Code R33-8-401, and the State of Utah Emergency Purchase Policy (PURCH-01, revised October 25, 2022), I hereby delegate emergency procurement authority to Dan Schoenfeld, Deputy Director for State Operations, to act in my stead for purposes of conducting emergency purchases on behalf of the Utah National Guard.
2. This delegation includes authority to:
 - a. Determine and approve emergency procurements when circumstances meet the requirements of Utah Code § 63G-6a-803.
 - b. Execute and approve contracts, purchase orders, or other procurement instruments necessary to address the emergency.
 - c. Ensure compliance with all documentation requirements, including preparing and submitting the written justification, basis of selection, name of the approving official, and associated contract documents to the Utah Division of Purchasing within the required statutory deadlines.
3. This delegation is effective immediately and shall remain in effect until revoked in writing. All actions taken under this delegation shall be reported to my office promptly.

BOYACK.DANIEL.D
AVID.1158335464

Digitally signed by
BOYACK.DANIEL.DAVID.115833
5464
Date: 2025.09.29 13:40:49 -06'00'

DANIEL D. BOYACK
Major General
The Adjutant General
Utah National Guard







Contract
United Fence Company
2525 SOUTH 2700 WEST
West Valley City, UT 84119
+18019722348

Contact:
Utah Air National Guard
Michael Water
765 N 2200 W
Salt Lake City, UT 84116
(801) 690-1195
Michaelwaters@utah.gov

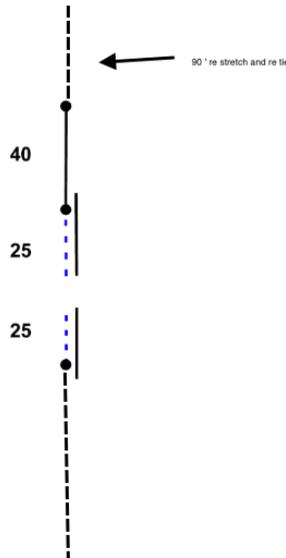
Job Location:
765 N 2200 W
Salt Lake City, UT 84116

Estimate Info:
Date: 09/24/2025
Estimate: Utah Air National
Guard (Michael Water)
Rep: Brian Hedderman
Job #2336

Client Agreement

Total Footage 90 feet of 96" 9 GA GBW (2" Mesh) KT CHAIN-LINK FABRIC, 4 Sections. 2 Cantilever Gates, 1 Terminal Posts, 3 Line Posts, 5 Gate Posts.

4 to 6 weeks out



Terms & Conditions

By signing this contract, you agree to the Terms & Conditions on the following pages.

I understand and agree with the enclosed contract.

Customer Name

Date

Company Name

Date

Grand Total	\$20,996.09
Amount Due	\$20,996.09



Truck Gate Repair

Michael Waters <michaelwaters@utah.gov>
To: Jayson Ilada <jilada@utah.gov>

Wed, Sep 24, 2025 at 11:01 AM



Jayson

Attached are pictures and the two quote I have received from 2 of the 3 vendors that I have reached out to to repair/replace the truck gate. The third vendor has even responded back.. This is a emergency/security issue.

Please let me know if I can proceed with the two quote that I have received. This is 100% federal reimbursed this Federal FY (2025).

If you have any questions, please let me know, thank you.

Michael J. Waters, UTANG
State Superintendent
151 Civil Engineer Squadron
765 North 2200 West
Salt Lake City, Utah 84116
Office: 801-245-2514
Cell: 801-690-1195
Email: michaelwaters@utah.gov
Email: michael.waters.30@us.af.mil

2 attachments

United Fence Company Truck Gate Fence Quote.pdf
476K

All Over Fence Truck Gate Fence Quote.pdf
188K



Contract

United Fence Company
2525 SOUTH 2700 WEST
West Valley City, UT 84119
+18019722348

ACCEPTANCE OF WORK AGREEMENT

The proposed prices and specification above, and the Terms and Conditions of sale which are on the back of this contract, are hereby accepted. Buyer agrees that measurements provided are for estimating purposes only, and agrees to pay for the entire footage of fence installed at the unit price per foot given in the contract. United Fence is authorized to perform the work indicated. Buyer agrees installation costs may vary based on dig conditions or extreme grade or slope. Any alterations or deviation from specifications involving extra cost will become an extra charge above this estimate. During construction of your fence your property may be unsecure.

We are responsible for correct property lines only when survey stakes are established.- NOT RESPONSIBLE FOR BROKEN SPRINKLER LINES

ACCEPTANCE: The above proposal is hereby accepted and becomes a contract between the two parties, and is not subject to cancellation.

CONDITIONS OF SALE AND TERMS

1. General Terms: United Fence Company (Contractor) agrees to provide to the buyer the materials and/or labor specified on the reverse side of the proposal contract within a reasonable time after the date of sale, BUYER agrees to pay the amount shown on the reverse side of this document.

2. Installation of Fence: Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstruction and removable hazards: (b) surveying, grading, locating, and staking the fence line and by verifying all property lines and identifying all utility lines, (c) notifying CONTRACTOR'S crew of all potential work area hazards, (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including other contractors, crews, supervisors, architects and owners, and (e) obtaining all appropriate building permits or other form of governmental permission. If the fence or other vinyl product is to be installed on property governed or controlled by a Condominium Association, Planned Unit Development, Property Association, or other entity which has lawful control over the installation location, type, style or other installation provisions in any form, the BUYER hereby warrants and affirms by the acceptance of the Estimate/Contract that it has received all required consent from the herein referenced entities and that consent received is consistent with the provisions of

this Estimate/Contract BUYER agrees to assume full responsibility for the fence or other vinyl product installation location, type and style and agrees to hold the CONTRACTOR harmless should any aforementioned entity require the adjustment, relocation, re installation or reconstruction of all or any part of the products furnished and installed by United Fence Company. The BUYER assumes all responsibility for all utility lines upon the BUYER'S property. The BUYER shall indemnify and hold harmless CONTRACTOR from any and all damages or liabilities resulting from any cut or damaged utility line including, but not limited to, gas, water, electric, telephone, cable and sprinkler lines. BUYER agrees that if rock is encountered, a special per hole digging charge may be assessed. BUYER shall comply with all applicable statutes, codes or ordinances relating to the location of underground utility lines prior to commencement of fence installation. The estimated completion date shall be extended for as long as BUYER fails to comply with the provision, and for all delays reasonably beyond CONTRACTOR'S control BUYER shall be deemed to have accepted the goods and work performed upon payment. Deliveries of materials may be suspended by CONTRACTOR in case of an act of GOD, war, riots, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, or transportation, facilities, accident, breakage of machinery or apparatus, or any other cause beyond the control of the CONTRACTOR or CONTRACTORS suppliers, preventing the manufacture, shipment, acceptance, or consumption of shipment of goods or a material upon which the manufacture of the goods is dependent. If, because of any such circumstances, the CONTRACTOR is unable to supply the total demand for the goods, CONTRACTOR may, at its sole option, cancel the Agreement without liability or recourse of whatever nature from the BUYER.

3. Payment, Default and Remedies: Should any default be made in any of the terms hereunder, or if BUYER does not make payment in full upon completion, all amounts owed by BUYER shall become immediately due and payable. In the event that any action is taken to collect the account balance, BUYER and guarantors agree to pay all expenses of collection to the extent permitted by law including, but not limited to, the collection agency charges; actual attorney fees, court costs, lien fees, and all costs and attorney's fees incurred in collecting upon the judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses, and attorney's fees, from the date incurred at the rate of thirty percent (30%) per year or two and a half percent (2.5%) per month. CONTRACTOR may apply all payments or portions thereof to any outstanding attorney's fees, court costs, collection expenses, interest and principle as CONTRACTOR, in its sole discretion, deems appropriate. Any suit to collect any obligation owing by BUYER to CONTRACTOR or to enforce the terms of the Agreement may be brought, at the sole option of the CONTRACTOR, or at any place where the BUYER lives or does business, and the BUYER hereby waives any and all objections to such jurisdiction and venue. This Agreement shall be construed in accordance with the laws of the State of Utah.

4. Change Orders and BUYER'S Cancellation: If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the reverse side of this document. CONTRACTOR'S standard charge for all additional fence and for such additional labor, materials and travel expenses as are incurred by CONTRACTOR in connection with such change order. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery, BUYER shall be obligated to pay CONTRACTOR as liquidated damages and



Contract

United Fence Company
2525 SOUTH 2700 WEST
West Valley City, UT 84119
+18019722348

a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTORS standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the reverse side of this Agreement.

5. **Cumulative Remedies:** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided for herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing here, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER. BUYERS agree that BUYER'S obligation hereunder constitutes a family expense and is therefore chargeable to both the husband and wife.

6. **Lien Rights:** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. If BUYER is not the owner of the property upon which the work is performed BUYER agrees to obtain the Owner's written consent to CONTRACTOR'S full exercise of such lien rights. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defect in any such lien documents. CONTRACTOR'S exercise or non-exercise of such lien rights will not alter or amend this AGREEMENT or release any of BUYER'S obligations hereunder.

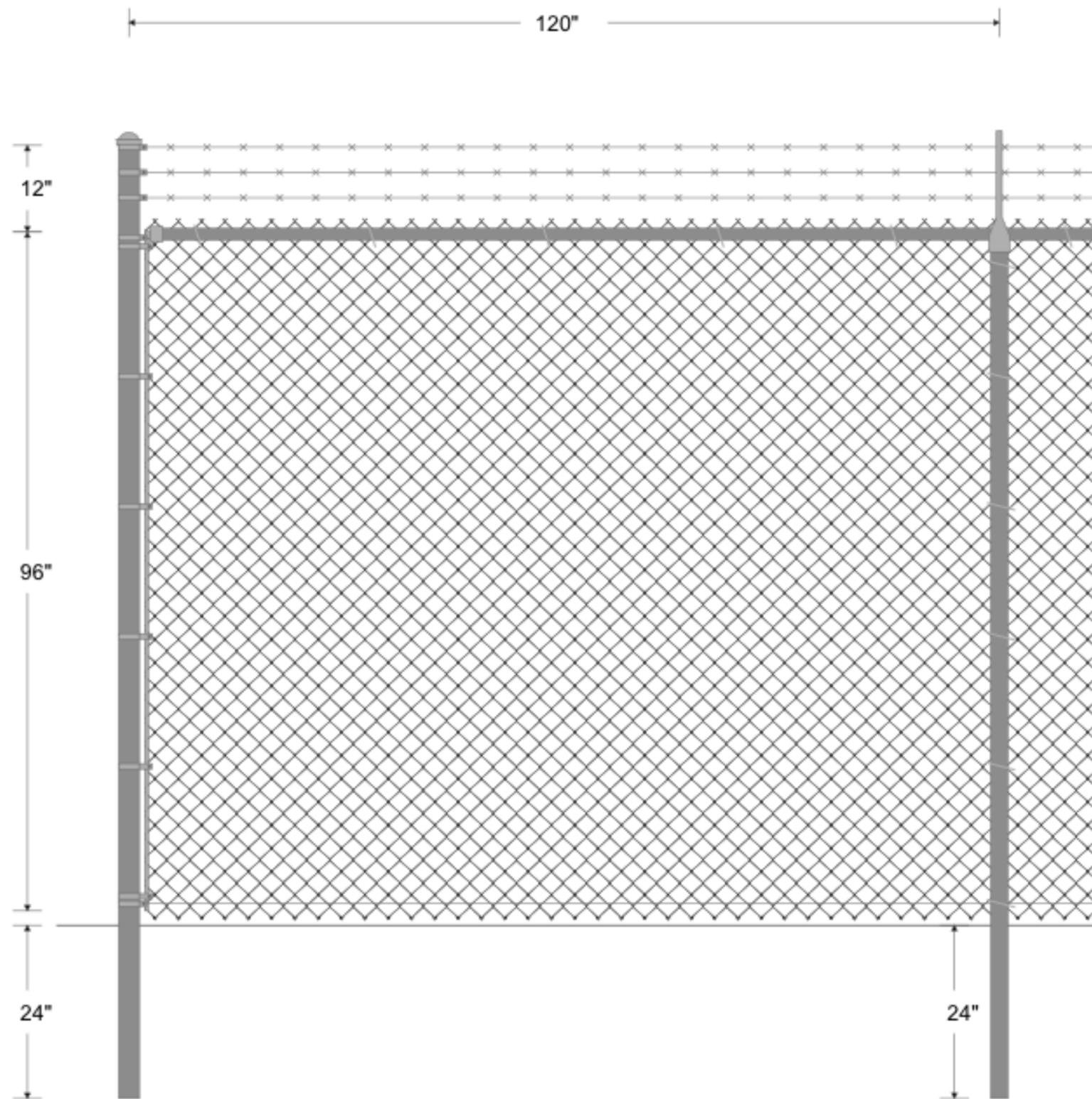
7. **Amendments: Waivers: Entire Agreement:** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of another right or remedy. Any written waiver shall be strictly construed and shall not be extendible. This AGREEMENT contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral, written, or implied. All documents created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of the AGREEMENT.

8. **Successor and Assigns:** The AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

9. **Severability:** If any provision of the AGREEMENT is held unenforceable. CONTRACTOR may sever language which makes such provision unenforceable and this AGREEMENT shall be construed as if it did not contain the language and the rights and obligations of the parties and shall be enforced accordingly. Alternatively CONTRACTOR, at its sole option, may cancel this entire AGREEMENT.

10. **Headings:** All paragraph headings set forth in the AGREEMENT are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth.

11. **Representations and Warranties:** Despite any agency capacity, the person signing this AGREEMENT, personally and on behalf of BUYER warrants and affirms to CONTRACTOR, that the person signing the AGREEMENT for, arty entity has full authority to do so and to thereby bind such entity, that by executing this AGREEMENT. BUYER will not have violated its own articles of incorporation, bylaws, partnership agreement, operating agreement or other applicable organizational document or any judgment, order decree, writ or injunction to which BUYER, or any Guarantor or Partner thereof, or any of them, are subject, and that such execution will not result in any breach of or constitute a default under any agreement, instrument, guaranty or contract to which BUYER, or any guarantor or partners thereof, or any of them is a party.



Fabric:

96" 9 GA GBW (2" Mesh) KT
CHAIN-LINK FABRIC

Terminal Post:

3" LG-40 PIPE 21'

Terminal Post Depth: 24 in.

Line Post:

2 1/2" LG-40 PIPE 21'

Line Post Depth: 24 in.

Top Rail:

1 5/8" LG-20 PIPE 21'

Line Post Spacing: 120 in.

Tie Wire Spacing: 24 in.

Bottom Tension Wire:

7 GA. CL4 TENSION WIRE

Barbed Wire:

12 1/2 GA. CL3 4 PT (5" Sp.) BARBED
WIRE

Fence Cloud Estimate

Utah Air National Guard (Michael
Water)

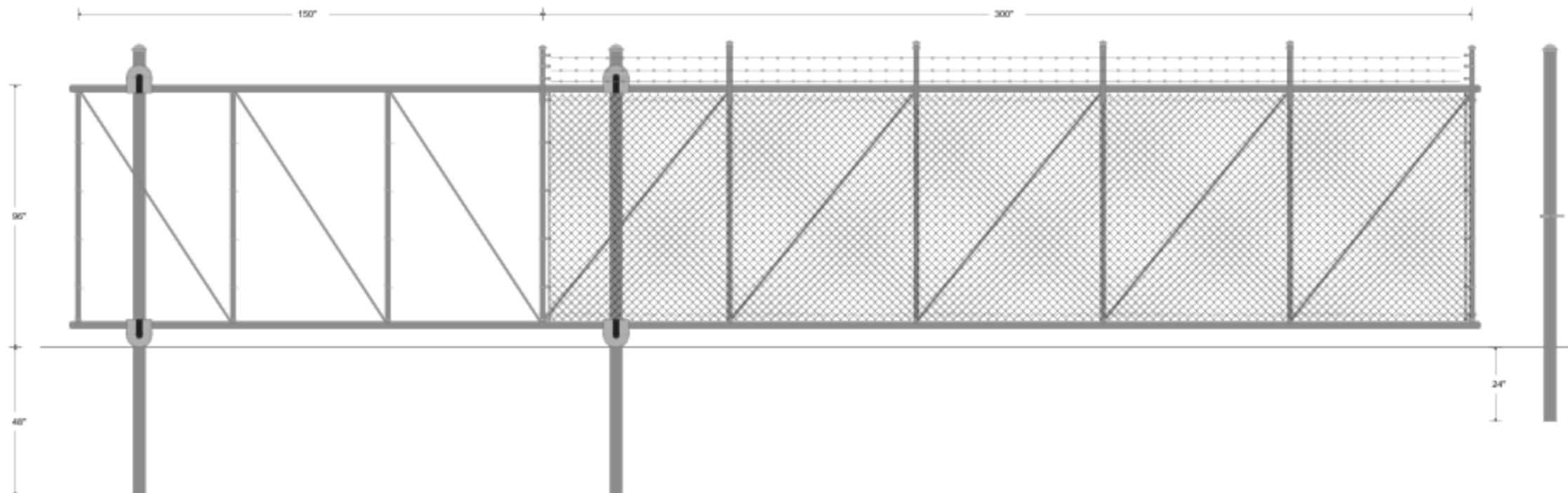
United Fence Company
2525 SOUTH 2700 WEST
West Valley City, UT 84119
18019722348

Utah Air National Guard
Michael Water
765 N 2200 W
Salt Lake City, UT 84116

Drawn By: Brian Hedderman
Date: 09/24/25



Line of Fence 96" H



Fabric:
 96" 9 GA GBW (2" Mesh) KT
 CHAIN-LINK FABRIC

Hinge Post:
 4" DOMESTIC SCH 40 PIPE 24'
 Hinge Post Depth: 48 in.

Latch Post:
 4" DOMESTIC SCH 40 PIPE 24'
 Latch Post Depth: 24 in.

Horizontal Frame:
 2 1/2" LG-40 PIPE 24'

Vertical Frame:
 2 1/2" LG-20 PIPE 24'

Barbed Wire:
 12 1/2 GA. CL3 4 PT (5" Sp.) BARBED
 WIRE

Bracing:
 1 5/8" LG-20 PIPE 21'

Tie Wire Spacing: 24 in.

Fence Cloud Estimate
 Utah Air National Guard (Michael
 Water)



United Fence Company
 2525 SOUTH 2700 WEST
 West Valley City, UT 84119
 18019722348

Utah Air National Guard
 Michael Water
 765 N 2200 W
 Salt Lake City, UT 84116

Cantilever Gate 96" H x 300" W

Drawn By: Brian Hedderman
 Date: 09/24/25

PROPOSAL

ALL OVER FENCE & GENERAL CONTRACTING, LLC

7834 W 2400 S

Magna, UT 84044

(801)556-2882

Utah License#7362564-5501



FOR INDEPENDENT CONTRACTORS

Project: **Michael Waters**

ATTN: *Estimator*

*Date:*9/24/2025

*Proposal#*5770

This bid includes the following items per plans, specifications and addendums to bid date

FURNISH & INSTALL 8' H 9G CHAIN LINK FENCE W/ TOP RAIL & THREE STRAND BARBED WIRE

- 74FT of Galvanized Chain Link Fence 8'H
- 52' Opening Double Cantilever Gates w/ Hardware
- Temp Fence Rental

TOTAL \$21,100.00

Terms and Conditions

All materials will be new unless otherwise specified and all labor shall be performed in a workmanlike manner in accordance with industry standards and practices. The workplace will be

kept clean and free of unreasonable accumulation of debris. Although every effort will be made to make your project run smoothly. All Over Fence cannot be responsible for delays caused by suppliers or other subcontractors, including product unavailability or "lead time" issues. No changes will be made to this proposal, including the scope of work hereunder, absent a written change order signed by the general contractor and client which describes the changes to be made and corresponding adjustment. This proposal is subject to the additional standard terms and conditions.

EXCLUSIONS:

No permits, no clearing, grading, dirt removal, staking or surveying of fence line. The General Contractor must provide all field engineering. No removal of existing fence unless otherwise noted.

Acceptance:

My signature below is my acknowledgement that I/we have read this proposal, understood the terms and conditions of this proposal and agreed to these terms and conditions .

Accepted and Agreed

All Over Fence Signature

Contractor Signature

X _____
Juan Najera
Project Estimator

X _____

If you have questions on this proposal, feel free to contact Juan Najera at your convenience by email at juan.najera@alloverfence.com or by phone at (801)580-9272. Thank you for the opportunity to bid this project.

Juan Najera

Project Estimator