

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
M.R. TANNER CONSTRUCTION
CATEGORY 1: PAVE & MILL PROJECTS
CATEGORY 2: SEALING APPLICATION PROJECTS**

Contract Number: 2019005-03

This JOB ORDER CONTRACT FOR STREET MAINTENANCE SERVICES (the "Contract") is made and entered into and made effective the 6 of August, 2019 by and between the City of Buckeye, an Arizona municipal corporation (the "City") and M.R. Tanner Construction an Arizona Corporation (the "Contractor"). This Contract is for Street Maintenance Services, and issued as required by award of individual Job Orders (the "Project").

RECITALS

- A. The City issued a Request for Qualifications entitled "Job Order Contracting for "Street Maintenance Services" (the "RFQ") incorporated herein by reference, seeking proposals from vendors interested in providing Street Maintenance Services.
- B. The Contractor submitted a proposal in response to the RFQ (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for indefinite quantity and indefinite delivery for various projects related to Street Maintenance Services awarded by Category as follows:

1. Category 1: Pave and Mill Projects to include but not limited to the following:

- Asphalt Milling
- Meet compaction and MAG standards for Asphalt breaks
- Striping and Pavement Marking
- Preparation of surfaces and Cleaning
- Material Quality Control and Testing
- Engineer approved Mixes and Specifications
- Traffic Control
- Manhole/Utility Adjustments
- Protection of Landscape and adjacent Property
- Community Outreach

2. Category 2: Sealing Application Projects to include but not limited to the following:

- Asphalt Emulsion Seal coat-Master seal
- Asphalt Emulsion Seal coat-PMM
- Asphalt Emulsion Seal Coat-Slurry Seal Type II
- Equipment required for Sealing Applications

- Preparation of surfaces and Cleaning
- Protection of Landscape and adjacent Property
- Community Outreach
- Traffic Control
- Quality Control Standards and Testing

The Projects may include Design Services, preconstruction services, permitting regulatory requirements and as-built/close-out documents (collectively the “Services”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1 CONTRACT TERM

1. This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised in the sole discretion of the City. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City. The time period during which this Contract is in effect is the “Term”.
2. The Contract Time for each Job Order shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth below. The NTP will not be issued until prior approval and acceptance by City of the Job Order.
3. The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.
4. Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.
5. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Job Order and/or this Contract by City. The City will assess liquidated damages as described in each Job Order for each calendar day of delay beyond the Final Completion date.

ARTICLE 2 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders generally will not

include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

2. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price, subject to the following:
 - (a) Estimated values for individual projects are estimated at \$500,000 to \$1,000,000. Projects may extend into the next fiscal year and beyond, but in no instance will any one project under this Contract exceed \$5,000,000. It is expected that no more than two (2) projects per year will exceed \$1,000,000.
 - (b) There is no limit on the number of Job Orders that City may issue to the Contractor during the term of this Contract. Likewise, there is no requirement that the City issue any Job Orders to the Contractor during the Term of this Contract.
3. City shall have the right to perform work of the types included in this Contract itself or to have other contractors perform such work.
4. No Contract in relation to any specific Work is in effect until a Job Order has been fully executed by City and Contractor.
5. During the Term of this Contract, City will issue an individual Job Order request for proposal to Contractor for each Project. Each Job Order will have specific instruction concerning that Job Order. The Contractor will follow these specific instructions when preparing a response in the form of a Job Order Proposal.
6. The general steps for development of a Job Order are:
 - (a) When City identifies a need for performance of a Project under a Job Order; City will issue an RFP to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within seven (7) working days of receipt of this notification, Contractor will:
 - (i) Visit the proposed Project Site with City designated representatives; and
 - (ii) Arrange with City to further define the scope of the Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

- (b) City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design

Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the, Contractor will prepare its proposal for accomplishment of the Project.

7. Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the terms of this Contract or the terms of each Job Order.
8. City may provide a verbal NTP for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Job Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3 DEFINITIONS

“Addenda” written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

“Agreement” means the executed agreement between City and Contractor.

“Change Order” means a written instrument issued after execution of a Job Order or this Contract signed by City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

“City” means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the Services is to be provided pursuant to said Contract.

“City’s Project Criteria” means information developed by or for the City to describe City’s program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor’s performance of the Work. City’s Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

“City’s Representative” means the person designated within this contract.

“Commissioning” means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

“Construction Documents” means the plans, specifications and drawings prepared by the Contractor or a Consultant.

“Construction Drawings” means the detailed drawings approved as part of the approved Construction Documents.

“Construction Work” means the construction component of the Project.

“Contract Documents” means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by City and Contractor to include each Job Order; (iii) written supplementary conditions; (iv) Construction Documents prepared and approved; (v) Contractor’s approved Variations of the City’s Project Criteria, as contained in Exhibit A.; (vi) City’s Project Criteria; (vii) Contractor’s Proposal(s), except for accepted Variations of the City’s Project Criteria, submitted in response to City’s Project Criteria.

“Contract Price” means the amount or amounts set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

“Contract Time” means the Days set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

“Job Order” means a specific written agreement between the City and the Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

“Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.

“Deliverables” means the work products prepared by the Contractor in performing the scope of work described in each Job Order.

“Design Services” means all professional services to be performed or procured by the Contractor or by City to provide required Project design under this Contract and any subsequent amendments.

“Job Order Contractor” means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

“Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Job Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

“Final Acceptance” means the completion of the Project as prescribed in Article 10.

“Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

“Legal Requirements” means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

“Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

“Payment Request” means the City form used by the Contractor to request payment for Work performed.

“Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

“Project” means the Work to be completed in the execution of any awarded Job Order and as amended and as prescribed as any Scope of Work in identified in each awarded Job Order. Project means the Work associated with each awarded Job Order issued under this Contract.

“Project Schedule” means a schedule as prescribed in this Contract or subsequent Job Orders.

“Project Record Documents” means the documents created pursuant to Article 12.

“Samples” means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

“Schedule of Values (SOV)”, means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Job Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

“Shop Drawings” mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

“Scheduled Substantial Completion Date” means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Job Order.

“Site” means the land or locations on which the Project is located, as more particularly described in the Job Order.

“Subcontractor” or “Subconsultant” means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

“Substantial Completion” means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

“Technical Consultant” means an agent of the City who furnishes project management assistance (if applicable to a Job Order).

“Variations of the City’s Project Criteria” means agreed changes to the City’s Project Criteria by both Parties.

“Work” means as defined in Article 5, Paragraph 2.

**ARTICLE 4
DESIGN PHASE AND DESIGN SERVICES**

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.
2. Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Job Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal. Normally the City will obtain Design Services from a consultant or prepare design documents using City staff.

**ARTICLE 5
CONSTRUCTION SERVICES**

1. Contractor shall perform all Work necessary to construct the Project in accordance with all applicable Legal Requirements, this Contract and the specifications outlined in each Job Order, and render the Project and all its components operational and functionally and legally usable for their intended purpose.
2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Job Order under the Contract, including, without limitation, the following:
 - A. Construction of the whole and all parts of the Project in full and strict conformity with each Job Order;
 - B. The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Job Order;
 - C. The procurement and furnishing of all necessary permits and other permits required for the construction of each Job Order;
 - D. The creation and submission to City of detailed as-built drawings depicting all as-built construction;
 - E. The furnishing of any required surety bonds and insurance as may be required by each Job Order;
 - F. The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Job Order or otherwise reasonably available to Contractor;
 - G. The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

**ARTICLE 6
TIME FOR CONSTRUCTION: THE CONTRACT TIME**

1. After City has awarded each Job Order, City shall issue a NTP directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

2. Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Job Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.
3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay City the amount established in each Job Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.
4. All limitations of time set forth in each Job Order are material and time is of the essence of each Job Order.

ARTICLE 7
ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Job Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Job Order as necessary to produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Job Order.
2. All Work performed by Contractor shall be in strict compliance with each Job Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Job Order is defective.
3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.
4. Contractor warrants and guarantees to City that all labor furnished to perform the Construction Work under each Job Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Job Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Job Order, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the requirements found in each Job Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.
5. Special or specific guarantees and warranties which are required by each Job Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work.

In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Job Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Job Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Job Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.
7. Contractor shall continuously maintain at the Site, for the benefit of City, an updated copy of the awarded Job Order, including one record copy of the Job Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the Site, for the benefit of City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if specified in the awarded Job Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finally updated and delivered to City and shall become the property of the City.
8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Job Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Job Order. No deviation from, substitution for, or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order, from City. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.
9. City shall also, in its discretion, have the right to review and approve Submittals, and if City so elects, Contractor shall not perform any portion of the Construction Work as to which the City has required submittal and review until such Submittal has been approved by the City. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City's approval conforms with the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to City that the warranties are in strict compliance with the requirements of the Contract.
11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.
12. If required in the Job Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.
13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.
14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.
15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.
16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.
17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to City's badge and pass requirements, if any, in effect at the Site of the Construction Work.
19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.
20. Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, landscape, utilities or other facilities affected by Contractor's performance of the Construction Work.
21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.
22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to City and its designees without formality or other procedure.
23. The City's decisions in matters relating to aesthetic standards and effect shall be final.
24. In performing both Design Services and Construction Work under this Contract, the relationship between City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

ARTICLE 8 CONTRACT PRICE

1. City shall pay, and Contractor shall accept, as full and complete payment for all Work associated with each Job Order the amount approved and awarded to the Contractor as a Job Order. Each Job Order will

be a separate contract under this Contract. The general terms and conditions will be established by this Contract and special contract provisions will be established within each Job Order.

2. Job Order Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Job Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this Contract and any Special Provisions included in each awarded Job Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and City shall never be liable for same.
3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in this Contract is paid. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.
4. City agrees to pay Contractor for the Cost of the Construction Work as defined in each Job Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Job Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9 PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.
2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.
3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:
 - a. Unsatisfactory job progress as determined by the City.
 - b. Defective Work or materials not remedied.
 - c. Disputed Work or materials.
 - d. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
 - e. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
 - f. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
 - g. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
 - h. Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the Site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:
 - a. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
 - b. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

ARTICLE 10
SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by City in writing, when the Project is sufficiently complete in accordance with the Contract that City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.
2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of City, City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not more than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.
3. Upon Substantial Completion of the Construction Work, and upon execution by both City and Contractor of the Certificate of Substantial Completion, City shall pay Contractor, within thirty (30) days, all sums due Contractor, including such amount of retainage as the City in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by City in City's sole discretion, for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.
4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Job Order, including Contractor's provision to City of all documents and deliverables required to be provided by the Contract.
5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.
6. City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by City's Certificate for Final Payment, provided that all documents and

deliverables required to be delivered to City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish City, in the form and manner required by the City, the following:
 - (a) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing City from all claims that Contractor had or might have asserted during the performance of this Contract;
 - (b) if required by City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against City or City's property;
 - (c) consent of surety to final payment;
 - (d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and
 - (e) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.
8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against City by Contractor except for those claims previously made in writing against City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11
CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, City shall undertake to perform the following:

1. City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.
2. City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.
3. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.
4. City shall provide Contractor access to the Site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.
5. City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

6. City shall perform the duties set forth in this Article 11 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.
7. City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.
9. City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.
10. City shall furnish to Contractor, prior to the execution of each Job Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.
11. City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as City may request in obtaining such easements, certificates of occupancy, and the like.
12. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the Construction Work may resume.
13. In the event City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient

Construction Work. The rights set forth in Article 11, Paragraph 11 and this Article 11, Paragraph 12 are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

ARTICLE 12
JOB ORDER (PROJECT) DOCUMENTATION

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.
2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to City for inspection and copying upon City's request at any time. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.
2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.
3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.
4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and CONTRACTOR'S.
6. In accordance with Article 7, Paragraph 4 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from City. Key design and supervisory personnel assigned by Contractor to each Job Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Job Order RFP issued by the City.
7. If, at any time during the course of the Project, City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction working on the Project is unsatisfactory, City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to City for delays or inefficiencies the change may cause.

**ARTICLE 14
CHANGES AND EXTENSIONS OF TIME**

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Job Order.
2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Job Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.
3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.
4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15
CLAIMS BY CONTRACTOR

1. Claims by Contractor against City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of City therefore.
2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.
3. Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.
4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.
5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.
6. In connection with any claim by Contractor against City for compensation in excess of the Construction Price, any liability of City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Job Orders and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Contractor or its Subcontractors. City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Article. City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.
7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by City and Contractor.

ARTICLE 16
UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of City, or contrary to any provision of the Contract, said Construction Work shall, if required by City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.
2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by City, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.
3. Contractor shall immediately proceed to correct Construction Work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.
4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.
5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.
6. City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. City shall be entitled to a reduction in the Construction Price regardless of whether City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17
SUSPENSION AND TERMINATION

1. City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.
2. From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance.

Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.

3. In the event City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:
 - (a) Demobilization and remobilization, including such costs paid to Subcontractors;
 - (b) Preserving and protecting Construction Work in place;
 - (c) Storage of materials or equipment purchased for the Project, including insurance
 - (d) Performing in a later, or during a longer, time frame than that contemplated by this contract.
4. If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.
5. City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at City's direction, either terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.
6. When terminated for convenience, Contractor shall be compensated as follows:
 - (a) Contractor shall submit a termination claim to City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;
 - (b) City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;
 - (c) Absent agreement to the amount due to Contractor, City shall pay Contractor, as full compensation for termination for convenience, the following amounts:
 - (i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;

- (ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and
- (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from City on account of a termination for convenience, or an erroneous termination for cause as described below.

- 7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.
- 8. In the event the employment of Contractor is terminated by City for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

**ARTICLE 18
INDEMNITY**

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**ARTICLE 19
INSURANCE AND BONDS**

- 1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.
- 2. Contractor, Subcontractors and Suppliers shall procure and maintain until all of their obligations have been

discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

- A. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.
- B. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.
- C. Minimum Scope and Limits Of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.
 - (i) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

- (a) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: “The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” including automobiles owned, leased, hired or borrowed by the Contractor.”

- (b) Workers Compensation and Employers Liability

<u>Workers Compensation</u>	<u>Statutory</u>
Employers’ Liability	
Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Disease-Policy Limit	\$ 500,000

The policy shall contain a waiver of subrogation against the City of Buckeye.

(c) Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- (i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.
 - (ii) In the event that professional liability insurance required by this Contract is written on a “claims made” basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.
 - (iii) Should any Job Order include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverage’s because of the design-build delivery of the Project.
- (d) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above.
- (e) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:
- (i) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 - (ii) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 - (iii) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- (f) Subconsultant’s and Subcontractor’s Insurance. Contractor’s certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. All coverage’s for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.
- (g) Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Tammy D. Vogel
Contract Administrator
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

- (h) Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- (i) Verification of Coverage:
- (i) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*
- (ii) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- (iii) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Contract Administrator. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.
- (j) Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- (k) Bonds and Other Performance Security. Contractor shall provide the following performance bond and labor and material payment bond:
- (i) Prior to execution of this Contract, the Contractor must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in each Job Order.
- (ii) Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the City of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract.

(l) The bonds shall be made payable and acceptable to the City of Buckeye.

(m) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(n) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(o) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

**ARTICLE 20
CANCELLATION UNDER A.R.S. § 38-511**

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38- 511, as Amended.

**ARTICLE 21
GIFT TO PUBLIC SERVANT**

1. City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

4.

ARTICLE 22
NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.
2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this Article 22 shall be deemed a material breach of this Contract.

ARTICLE 23
MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.
2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.
3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of City.
4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for City, to: Tammy Vogel
Contract Administrator
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326
Phone: 623.349.6175
Tvogel@buckeyeaz.gov

If intended for Contractor, to: M.R. Tanner Construction
Attn: Alan Evans
1327 W. San Pedro St.
Gilbert, AZ 85233
Phone: 480 633 8500
Email: Aevans@mrtanner.com

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City's prior written consent.
6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.
7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Job Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.
8. If the City Council does not appropriate funds to continue this Contract or any Job Order into a subsequent fiscal year, and pay for charges hereunder or under any current Job Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.
9. Cooperative Purchasing- Specific eligible political subdivisions and nonprofit educational Or health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the

exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

10. Register in the City of Buckeye Vendor portal at <https://selfservice.buckeyeaz.gov/MSS>. The Vendor registration allows the City to process purchase orders, contracts and invoices According to the profile and W-9 information submitted by the Contractor.
11. Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

ARTICLE 24 E-VERIFY

1. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.
2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Signature Page to Follow]

"City"

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

Jackie A. Meck

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

Shiela B. Schmidt

City Attorney

RECOMMENDED:

CA Williams

Christopher A. Williams, Manager
Construction & Contracting Division

ACKNOWLEDGEMENT

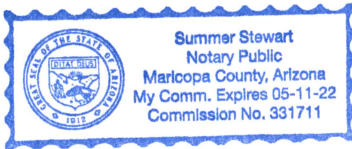
STATE OF ARIZONA)
)
County of Maricopa)

On this 10th day of August, 2019, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Summer Stewart

Notary Public



"Contractor"

By: _____



Name: Alan Evans

Title: President

ACKNOWLEDGEMENT

STATE OF ARIZONA)

)

County of Maricopa)

On this 10th day of July, 2019, before me personally appeared Alan Evans, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)



Notary Public

**EXHIBIT A
TO
JOB ORDER CONTRACT FOR
STREET MAINTENANCE
BETWEEN
CITY OF BUCKEYE
AND
M.R. TANNER CONSTRUCTION**

**[CONTRACTOR'S PROPOSAL]
SEE FOLLOWING PAGES**

Cover Letter

May 16, 2019

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Attn: Tammy Vogel

RE: Request for Qualifications Job Order Contracting Street Maintenance: **Category #1 Pave & Mill Projects**

Dear Selection Committee:

With M.R. Tanner's vast experience with street maintenance projects, we are confident in our ability to partner with the City of Buckeye to achieve the goals identified for this JOC. This JOC project gives us the opportunity to bring you our pavement preservation expertise, identifying and mitigating risks and exceeding the expectations of the City. Some of the key areas we would like to highlight that are listed in detail in the proposal include:

Experienced Team Working Together on Similar Projects: Our team has been fortunate enough to have completed all of their recent projects together and many of the proposed team members have worked together on projects with M.R. Tanner for over 10 years. The advantage you get with an experienced team on multiple projects is a fully integrated team that delivers superior personnel, capabilities, experience and the necessary resources to assist in planning and delivering the pavement preservation projects. (See Page 24)

M.R. Tanner Specializes in Ongoing Pavement Preservation Projects: Self-performing 90% of the work, our company is proud to have proven success with many municipalities on multiple projects. Some of our greatest references come from local public agency clients who have experienced M.R. Tanner's ability to handle a variety of complex projects while meeting aggressive schedules. (See Pages 4-8)

Availability: Lastly, this entire team is available and ready to begin as the City of Buckeye's JOC contractor. We understand this commitment means having key personnel being dedicated to the varying and on-going needs of the City. We also understand that we will be asked to work efficiently, in time for tight deadlines and end of fiscal year constraints. Again, as demonstrated on the past projects, we are fully capable to react quickly and complete the project in time for all of the City's time constraints. Whether it's rapid estimate turnarounds, paperwork and documentation or mobilization to the project, M.R. Tanner is organized to respond immediately.

Thank you again for your consideration. We look forward to meeting with you to further discuss our qualifications. Please feel free to contact me at **(480) 633-8500** with any questions you may have.

Sincerely,

Alan Evans
President
M.R. Tanner Construction
aevans@mrtanner.com

Financial Information

2. Total Bonding Capacity - Single Limit and Aggregate Limit

Single Limit: \$15M
Aggregate Limit: \$40M

WillisTowersWatson 

May 1, 2019

City of Buckeye
 Attn: Tammy Vogel, Contract Administrator
 Construction & Contracting Division

RE: M.R. Tanner Development and Construction, Inc. - Pre-Qualification Letter for the City of Buckeye - RFQ 2019005 JOC Street Maintenance Project

Dear Ms. Vogel:

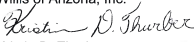
Liberty Mutual Insurance Company ("Liberty"), is privileged to act as surety for M.R. Tanner Development and Construction, Inc. and has established a surety bond facility for M.R. Tanner Development and Construction, Inc. with a \$15,000,000 single/\$40,000,000 aggregate limit.

We will favorably consider a request from M.R. Tanner Development and Construction, Inc. to provide required bid, performance and payment bonds for the referenced project. Such prequalification and subsequent approval is conditioned upon applicable underwriting considerations such as acceptable contract terms and other relevant underwriting criteria at the time of the request. Naturally, any arrangement for bonds would be a matter between M.R. Tanner Development and Construction, Inc. and Liberty; Liberty assumes no liability to you or to third parties if, for any reason, Liberty does not provide the subject bonding.

Liberty Mutual Insurance Company is rated "A XV" by A.M. Best Company and is listed on the Federal Register, Department of the Treasury Circular 570 as a company holding Certificates of Authority as an acceptable Surety on federal projects in all states with an underwriting limitation in excess of the estimated contract price of the above reference project.

This letter is not an assumption of liability, nor is it a bid or performance bond. It is issued only as a bonding reference requested by our client. If we can provide any other assurance or assistance, please call me at (602) 787-6000.

Sincerely,
 Willis of Arizona, Inc.


 Kristin D. Thurber

Willis Towers Watson
 16220 N. Scottsdale Road., Suite 600
 Scottsdale, AZ 85254
 Telephone: (602) 933-3385
 Fax: (602) 787-3040
 Website: willistowerswatson.com

3. Current Backlog/Project List

DATE CONTRACT RECOGNIZED	JOB #	JOB NAME	OWNER/DEVELOPER CONSTRUCTION MANAGER	ORIGINAL CONTRACT AMOUNT	BACKLOG AMOUNT

01/19	29004	2019 CITY OF CHANDLER ASPHALT PATCH & REPAIR	CITY OF CHANDLER	400,000	245,723
01/19	30411	TOWN OF QUEEN CREEK MISC PATCH	TOWN OF QUEEN CREEK	277,627	161,829
12/18	31904	2019 CITY OF CHANDLER STREET REPLACEMENT	CITY OF CHANDLER	6,750,000	6,057,138
10/17	42501	2018 PHOENIX T2050 ARTERIAL STREET OVERLAY JOA 01 #ST87400294-1	CITY OF PHOENIX	769,184	233,727
10/17	42502	2018 PHOENIX T2050 ARTERIAL STREET OVERLAY JOA 02 #ST87400296-1	CITY OF PHOENIX	1,366,954	770,640
10/17	42504	2018 PHOENIX RESIDENTIAL STREET OVERLAY JOA 04 #ST87400304-1	CITY OF PHOENIX	1,005,669	178,735
08/18	42506	2019 COP T2050 CRACK SEAL PROJECT	CITY OF PHOENIX	1,200,005	799,031
12/18	42507	2019 T2050 PHOENIX ARTERIAL STREET OVERLAY JOA NO. 7	CITY OF PHOENIX	854,136	854,136
12/18	42508	2019 T2050 PHOENIX ARTERIAL STREET OVERLAY JOA NO. 8	CITY OF PHOENIX	895,317	895,317
12/18	42509	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 9	CITY OF PHOENIX	1,563,551	1,493,436
12/18	42510	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 10	CITY OF PHOENIX	1,789,587	1,386,829
12/18	42511	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 11	CITY OF PHOENIX	1,180,124	1,180,124
12/18	442-01	2019 PARADISE VALLEY OVERLAY	TOWN OF PARADISE VALLEY	1,560,478	125,000
10/18	45202	2018 SURPRISE OVERLAY PO#21900448	CITY OF SURPRISE	1,008,533	25,000
07/18	45301	2019 CITY OF PHOENIX STREET PRESERVATION JOA 6	CITY OF PHOENIX	93,577	93,577
08/18	45302	2019 COP RESIDENTIAL CRACK SEAL PROGRAM JOA 2	CITY OF PHOENIX	1,740,000	1,242,311
08/18	45303	2019 COP MAJOR & COLLECTOR TRMSS JOA 3	CITY OF PHOENIX	104,941	104,941
01/19	45304	2019 T2050 ADD'L PREP MAJOR STREETS JOA 4	CITY OF PHOENIX	1,905,510	1,905,510
12/18	47100	TOWN OF QUEEN CREEK HAWES ROAD	TOWN OF QUEEN CREEK	290,950	290,950
01/19	47500	TOWN OF QUEEN CREEK MERIDIAN RD PO 20190473-00	TOWN OF QUEEN CREEK	201,003	15,250

4. Insurance Provider Rating

As indicated on the insurance form ACORD provided with the City of Buckeye listed as additionally insured, our insurance provider is rated with an A rating.

A. Project Experience



#1: CITY OF CHANDLER

2018 ASPHALTIC CONCRETE MILL & INLAY

DESCRIPTION:

This renewable annual contract project for the City of Chandler consists of multiple job duties including the milling, soil stabilization, crack fill, paving and striping of over 750,000 SY of existing roadways over the last 8 years. **Last year on this contract, we applied over 800,000 LF of crack fill.** These roads included residential, industrial, and arterial paving. As prime contractor, M.R. Tanner self-performed 80% of the scope. This contract was ongoing in nature, Chandler provides multiple quarter section maps and it is upon us to determine a schedule to complete their work. Many of these quarter section maps are active at the same time.

ROLE OF FIRM: Prime Contractor

CONSTRUCTION COST: \$6,750,000

CONSTRUCTION DATES: January 2018 - Present

PROJECT OWNER: City of Chandler

REFERENCE INFORMATION: Josh Wagner
(480) 401-6842

SIMILARITIES:

- ➔ Asphalt Milling/Paving
- ➔ Met Compaction and MAG Standards
- ➔ Manhole/Utility Adjustments
- ➔ Engineer-approved Mixes and Specifications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ Street Maintenance & Repair
- ✓ Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Street Maintenance Project with greater than \$2M Final Cost
- ✓ Completed within the last 5 years



M.R. Tanner always finishes under budget and adheres very closely to their published schedule. They always go above and beyond what is expected for the City and residents.

- Josh Wagner, City of Chandler Inspector

A. Project Experience



#2: DEER VALLEY SCHOOL DISTRICT PAVEMENT MAINTENANCE

DESCRIPTION:

The Deer Valley School District enlisted our help for the maintenance on their parking lots and driveways during the summer months. For every school district, the summer months are key to achieving their maintenance goals, as they have less than normal traffic flow during this time. That being said, there is a lot of work to happen over a 3 month time period. It was critical to adhere very closely to the schedule that we published from the inception of the project. We have worked with Deer Valley School district for years and have continued to finish within their time constraints. This work included crack seal, seal coat, striping, and minor asphalt repairs. Typically this work will include 25 schools at a time. We have to coordinate these schedules with each school in order to complete the project on time.

ROLE OF FIRM:	Subcontractor
CONSTRUCTION COST:	\$380,000.00
CONSTRUCTION DATES:	June 2017-August 2017
PROJECT OWNER:	Deer Valley School District
REFERENCE INFORMATION:	Jeff Long (602) 826-5588

SIMILARITIES:

- ➔ Asphalt Milling/Paving
- ➔ Met Compaction and MAG Standards
- ➔ Manhole/Utility Adjustments
- ➔ Engineer-approved Mixes and Specifications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ JOC for Street Maintenance & Repair
- ✓ JOC Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Completed within the last 5 years

M.R. Tanner has completed over \$110 million in pavement maintenance projects within Maricopa County in the last five years.

A. Project Experience



#3: TOWN OF QUEEN CREEK

MERIDIAN ROAD REPAIR

DESCRIPTION:

Meridian Road north of Ocotillo has always been a road, but only used for local traffic/businesses. Queen Creeks Right of Way only went north of Ocotillo for a ¼ of a mile. Historically, north of that was an old farm road. However, Pinal county improved that section, leaving the Queen Creek portion in need of improvements. We took the existing road and utilized the existing grade, paved, striped and provided pavement maintenance to the existing road. This was all done in less than two weeks.

ROLE OF FIRM: Prime Contractor

CONSTRUCTION

COST: \$221,103.00

CONSTRUCTION

DATES: April 2019-May 2019

PROJECT OWNER: Town of Queen Creek

REFERENCE: Jan Martin (480) 747-0583

SIMILARITIES:

- ➔ Asphalt Milling/Paving
- ➔ Met Compaction and MAG Standards
- ➔ Manhole/Utility Adjustments
- ➔ Engineer-approved Mixes and Specifications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ JOC for Street Maintenance & Repair
- ✓ JOC Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Completed within the last 5 years

A. Project Experience



#4: TOWN OF PARADISE VALLEY 2015 STREET OVERLAY

DESCRIPTION:

This was a mill and overlay contract that included installing 3 speed cushions and 1 speed hump. This was a time-sensitive, fast-paced project. M.R. Tanner's crew and staff, along with its subcontractors, were able to complete this project within one month of the start date. The coordination with local residents on this project was critical to the success.

ROLE OF FIRM:	Prime Contractor
CONSTRUCTION COST:	\$1,563,551
CONSTRUCTION DATES:	January 2018 - Present
PROJECT OWNER:	Town of Paradise Valley
REFERENCE:	Jerry Cooper (480) 348-3589

SIMILARITIES:

- ➔ Asphalt Milling
- ➔ Met Compaction and MAG Standards
- ➔ Manhole/Utility Adjustments
- ➔ Engineer-approved Mixes and Specifications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ Street Maintenance & Repair
- ✓ Contract with a Public Entity
- ✓ Completed within the last 5 years

Over the last five years M.R. Tanner has completed 50+ jobs at a construction value of \$2M or more.

A. Project Experience



#5: CITY OF PHOENIX

RESIDENTIAL OVERLAY

M.R. Tanner self-performed 75% of the scope for this City of Phoenix contract which included maintenance of speed humps/cushions, milling, paving, utility adjustments and loop detectors. This contract was a renewable contract that Phoenix elected to renew all years possible (total of 4 contracts).

There are many factors that lead to the success of the projects at M.R. Tanner, but we feel that our ability to work with the needs of an owner is unparalleled among other contractors. Utilizing several years of experience and working with the owner, traffic control, milling and paving of the project were a success for the City.

ROLE OF FIRM:	Prime Contractor
CONSTRUCTION COST:	\$22,425,000
CONSTRUCTION DATES:	August 2017 - Present
PROJECT OWNER:	City of Phoenix
REFERENCE:	Kyle Vance (602) 571-4522

SIMILARITIES:

- ➔ Asphalt Milling/Paving
- ➔ Met Compaction and MAG Standards
- ➔ Manhole/Utility Adjustments
- ➔ Engineer-approved Mixes and Specifications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✔ JOC for Street Maintenance & Repair
- ✔ JOC Contract with a Public Entity
- ✔ Multiple Disciplines and Job Duties
- ✔ Street Maintenance Project with greater than \$2M Final Cost
- ✔ Completed within the last 5 years

B. Past Performance Questionnaire

RFQ #: 2019005

Project #1: City of Chandler

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: M. R. Tanner Construction, Inc. Email: jskinner@mrtanner.com
Address: 1327 W San Pedro St, Gilbert, AZ 85233 Contact Name: Josh Skinner
Phone Number: 480-633-8500 Contact Phone: 480-633-8500

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):

3. Contract Information:

Contract Number: STS-745-3478
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
Contract Title: CHANDLER MILL / INLAY Contract Location: CHANDLER, AZ.

Award Date (mm/dd/yy): JAN 2018
Contract Completion Date: JAN 2019 Actual Completion Date: JAN 2019

Explain Differences:

Original Contract Price (Award Amount): 6,750,000⁰⁰
Final Contract Price (to include all modifications, if applicable): 6,750,000⁰⁰

Explain Differences:

4. Project Description:

Complexity of Work: High Med Routine
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) MILL / OVERLAY EXISTING RESIDENTIAL STREETS.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Josh Wagner Phone Number: 480-401-6846
Title: Street Maintenance Coordinator Email Address: josh.wagner@chandleraz.gov

6. Describe the client's role in the project: Held pre construction meetings to go over scope of work with the contractor, monitored the work, approved scheduling, reviewed testing (QC), approved quantities and invoices

Client Signature: JW

Date: 5/8/19

B. Past Performance Questionnaire

Project #1: City of Chandler

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	<input checked="" type="radio"/> E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	<input checked="" type="radio"/> E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #1: City of Chandler

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> F VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> F VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> F VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	<input checked="" type="radio"/> Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: _____

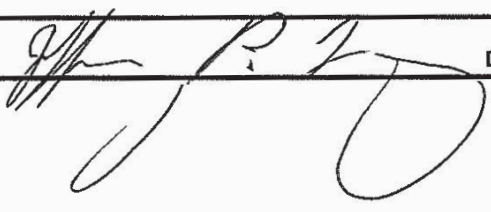
Jov

Date: *5/9/19*

B. Past Performance Questionnaire

RFQ #: 2019005

Project #2: Deer Valley School District

CONTRACT INFORMATION (To be completed by Contractor)	
1. Contractor Information:	
Firm Name: M. R. Tanner Construction, Inc.	Email: <u>jskinner@mrtanner.com</u>
Address: <u>1327 W San Pedro St, Gilbert, AZ 85233</u>	Contact Name: <u>Josh Skinner</u>
Phone Number: <u>480-633-8500</u>	Contact Phone: <u>480-633-8500</u>
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):	
3. Contract Information:	
Contract Number: _____	
Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify):	
Contract Title: <u>DEER VALLEY SCHOOL PAVEMENT MAINT.</u>	Contract Location: <u>DEER VALLEY SCHOOL DISTRICT SCHOOLS</u>
Award Date (mm/dd/yy): <u>JUNE 2018</u>	
Contract Completion Date: <u>SEPT 2018</u>	Actual Completion Date: <u>SEPT 2018</u>
Explain Differences:	
Original Contract Price (Award Amount): <u>\$380,000⁰⁰</u>	
Final Contract Price (to include all modifications, if applicable): <u>\$380,000⁰⁰</u>	
Explain Differences:	
4. Project Description:	
Complexity of Work: <input type="checkbox"/> High <input checked="" type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) <u>PAVEMENT MAINT. ON DEER VALLEY SCHOOL PARKING LOTS.</u>	
CLIENT INFORMATION (To be completed by Client)	
5. Client Information:	
Name: <u>JEFFERY P. LONG</u>	Phone Number: <u>602-467-5020</u>
Title: <u>DIRECTOR OF FACILITIES</u>	Email Address: <u>JEFF.LONG@DVUSD.ORG</u>
6. Describe the client's role in the project:	
Client Signature: 	Date: <u>5-8-19</u>

B. Past Performance Questionnaire

Project #2: Deer Valley School District

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	E VG S M U <input checked="" type="radio"/> N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	E VG S M U <input checked="" type="radio"/> N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #2: Deer Valley School District

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: _____

Date: 5-8-19

B. Past Performance Questionnaire

Project #3: Town of Queen Creek

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: M. R. Tanner Construction, Inc. Email: jskinner@mrtanner.com
 Address: 1327 W San Pedro St., Gilbert, AZ 85233 Contact Name: Josh Skinner
 Phone Number: 480-633-8500 Contact Phone: 480-633-8500

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):

3. Contract Information:

Contract Number: 20190473
 Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
 Contract Title: Meridian Road Contract Location: Queen Creek, AZ

Award Date (mm/dd/yy): 1/07/2019
 Contract Completion Date: 5/9/2019 Actual Completion Date: 5/9/2019
 Explain Differences:

Original Contract Price (Award Amount): \$201,003
 Final Contract Price (to include all modifications, if applicable): \$221,103
 Explain Differences: Changed Pavement Section from 2.5" to 4" thick.

4. Project Description:

Complexity of Work: High Med Routine
 How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) Took an existing road with poor performing asphalt/dirt and upgraded to current standards.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Janet Martin Phone Number: 480 747 0583
 Title: Streets Superintendent Email Address: jan.martin@queencreek.org

6. Describe the client's role in the project:

Construct two-lane access road, while maintaining access to adjacent business owners.

Client Signature: Jan Martin

Date: 5-14-2019

B. Past Performance Questionnaire

Project #3: Town of Queen Creek

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	E VG S M U (N)
b) Ability to meet quality standards specified for technical performance	(E) VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	(E) VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E (VG) S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	(E) VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	(E) VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	(E) VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E) VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E) VG S M U N
d) Overall customer satisfaction	(E) VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E (VG) S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E (VG) S M U N
c) Government Property Control	E VG S M U (N)
d) Knowledge/expertise demonstrated by contractor personnel	(E) VG S M U N
e) Utilization of Small Business	E VG S M U (N)
f) Ability to simultaneously manage multiple projects with multiple disciplines	(E) VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	(E) VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E) VG S M U N

B. Past Performance Questionnaire

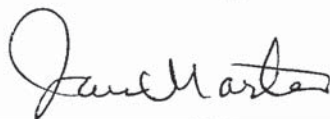
RFQ #: 2019005

Project #3: Town of Queen Creek

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U <input checked="" type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E <input checked="" type="radio"/> VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U <input checked="" type="radio"/> N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? (<i>if no, please explain below</i>)	<input checked="" type="radio"/> Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (*please attach additional pages if necessary*)

Client Signature:



Date:

5-14-19

B. Past Performance Questionnaire**Project #4: Town of Paradise Valley****CONTRACT INFORMATION (To be completed by Contractor)****1. Contractor Information:**Firm Name: M. R. Tanner Construction, Inc.Email: jskinner@mrtanner.comAddress: 1327 W San Pedro St, Gilbert, AZ 85233Contact Name: Josh SkinnerPhone Number: 480-633-8500Contact Phone: 480-633-85002. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):**3. Contract Information:**Contract Number: CON-18-0012-PBWContract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):Contract Title: PARADISE VALLEY STREET PRESContract Location: PARADISE VALLEY, AZAward Date (mm/dd/yy): JAN 2018Contract Completion Date: PRESENTActual Completion Date: PRESENT

Explain Differences:

Original Contract Price (Award Amount): 1,563,551Final Contract Price (to include all modifications, if applicable): 1,563,551

Explain Differences:

4. Project Description:

Complexity of Work:

 High Med RoutineHow is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) COORDINATE W/ TOWN + RESIDENTS THE PAVEMENT PRES. (OVERLAY + PMM) TO EXISTING TOWN STREETS.**CLIENT INFORMATION (To be completed by Client)****5. Client Information:**Name: Jerry CooperPhone Number: 480 348-3589Title: Public Works SuperintendentEmail Address: jcooper@paradisevalleyaz.gov6. Describe the client's role in the project: Plan pavement preservation project, coordinate pre-construction meetings with the contractor and go over scope of work expected, hold daily meetings to go over daily plan and address any issues from the previous or current day and inspect the quality of work.Client Signature: Date: 5/8/19

B. Past Performance Questionnaire

Project #4: Town of Paradise Valley

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	<input checked="" type="radio"/> E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	<input checked="" type="radio"/> E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

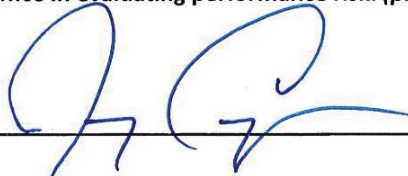
B. Past Performance Questionnaire

RFQ #: 2019005

Project #4: Town of Paradise Valley

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? (<i>if no, please explain below</i>)	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (*please attach additional pages if necessary*)

Client Signature: 

Date: 5/8/19

B. Past Performance Questionnaire

Project #5: City of Phoenix

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: M. R. Tanner Construction, Inc.
 Address: 1327 W San Pedro St, Gilbert, AZ 85233
 Phone Number: 480-633-8500

Email: jskinner@mrtanner.com

Contact Name: Josh Skinner

Contact Phone: 480-633-8500

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):

3. Contract Information:

Contract Number: 4108JOC155

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): (JOC)

Contract Title: PAVEMENT RESTORATION SERVICES

Contract Location: PHOENIX, AZ

Award Date (mm/dd/yy): AUG. 2017

Contract Completion Date: PRESENT

Actual Completion Date: PRESENT

Explain Differences:

Original Contract Price (Award Amount): 22,425,000

Final Contract Price (to include all modifications, if applicable): 22,425,000

Explain Differences:

4. Project Description:

Complexity of Work: High Med Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) MILL/OVERLAY, PMM, TRMSS EXISTING ROADS FOR PHOENIX.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Kyle Vance

Phone Number: 802-571-4522

Title: Chief Construction Inspector

Email Address: kyle.vance@phoenix.gov

6. Describe the client's role in the project:

Inspect the work being performed and process pay requests.

Client Signature: 

Date: 5/8/19

B. Past Performance Questionnaire

Project #5: City of Phoenix

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	<input checked="" type="radio"/> E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	<input checked="" type="radio"/> E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #5: City of Phoenix

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E <input checked="" type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E <input checked="" type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E <input checked="" type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
b) Compliance with contractual terms/ provisions (explain if specific issues)	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N
c) Would you hire or work with this firm again? (if no, please explain below)	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E <input type="radio"/> VG <input type="radio"/> S <input type="radio"/> M <input type="radio"/> U <input type="radio"/> N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (please attach additional pages if necessary)

Client Signature: _____ Date: 5/8/19

C. Experience of Key Personnel

The key personnel selected to lead this JOC bring experience with not only the process but successful relationships with the City of Buckeye. Alan will serve as the principal contact for this contract. Eric will be the main point of contact for the City. He will be handling the day to day operations and coordinating all field activities. Josh will also be handling the estimates and schedules. Ron Anglin will oversee all of the daily activities. Richard will handle the Quality Control of the finished product.

JOC Account Manager



A. NAME AND TITLE:

ALAN EVANS, PRESIDENT

Alan's extensive knowledge of pavement preservation projects, combined with his project management experience, make

him a coveted M.R. Tanner team member. His work experience and education include planning, budgeting, and managing the growth of small and large multi-faceted companies with an emphasis on quality work and customer satisfaction.

B. PROJECT ASSIGNMENT: JOC Account Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 12 / (17 Years in the Industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- Brigham Young University 2004, Construction Management

Project Manager



A. NAME AND TITLE:

ERIC MARSH

Eric's background is in the traffic control business and pavement maintenance which adds great value to the M.R.

Tanner team. His experience allows him to safely complete projects with public safety and public transit in the forefront of his mind. Eric's work ethic makes him a valuable asset for M.R. Tanner and will serve as an asset to the City of Buckeye.

B. PROJECT ASSIGNMENT: Project Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 11 / (26 Years in the Industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- TCS Supervisor Training
- Flagger Certified Trainer
- MUTCD Training
- CPR Certified

C. Experience of Key Personnel

JOC Estimator



A. NAME AND TITLE:

JOSH SKINNER

Josh has the ability to communicate to his team at M.R. Tanner Construction the expectations of the City of Buckeye. With excellent project management skills on pavement preservation projects and education in project scheduling, estimating, budgeting and field management, Josh brings the necessary leadership to each project.

B. PROJECT ASSIGNMENT: JOC Estimator

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 12 / (16 years in the industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- Brigham Young University 2008, Construction Management
- 30 Hour OSHA Card
- Cross Connection Backflow Certified
- Maricopa County Dust Control Training
- CPR Training

Project Superintendent



A. NAME AND TITLE:

RON ANGLIN

Ron's ability to motivate and organize construction crews to work in a timely and effective manner will be a great benefit to the City of Buckeye. His extensive experience includes project management for both municipal and private projects. Ron has over 40 years of experience in construction. His experience coupled with his ability to communicate the requests of the City to everyone on the job will allow for a project that will stay on schedule and under budget.

B. PROJECT ASSIGNMENT: Project Superintendent

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 3 / (40 years in the industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- 30 Hour OSHA Card
- OSHA Confined Spaces Training
- CPR Certified
- MSHA Training
- Maricopa County Dust Control Certified

C. Experience of Key Personnel

Quality Control Manager



A. NAME AND TITLE:

RICHARD SCHADEMANN

Richard's extensive knowledge combined with his project management experience make him a coveted M.R. Tanner team member. His work experience and education include project planning, scheduling and coordinating subcontractors make him a valuable asset to any agency. **Richard's long-standing and trusted relationship with the City of Buckeye allows him to understand the expectations and goals from the City's perspective to make each project a success.**

B. PROJECT ASSIGNMENT: Quality Control Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 20 / (32 years in industry)

E. PROFESSIONAL REGISTRATION: N/A

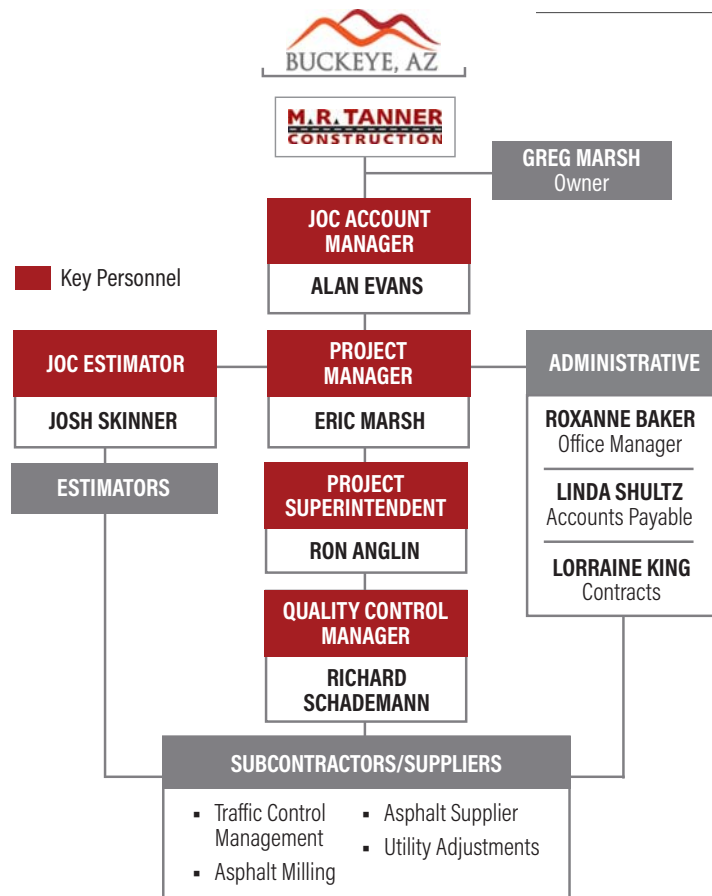
F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- 30 Hour OSHA Card
- CPR Certified
- Maricopa County Dust Control Certified

Organization Chart



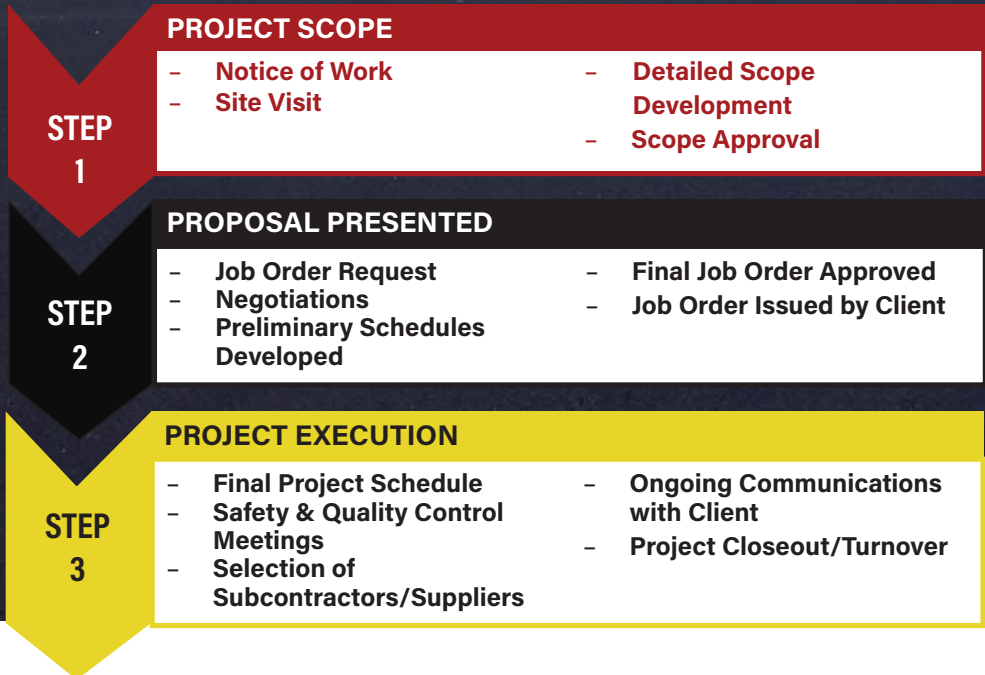
Firm Organization

M.R. Tanner Construction is a privately held, local general contractor and construction manager, specializing in civil infrastructure. Since the company's inception in January of 1993, M.R. Tanner's success is attributed to the strong relationships developed with each client, subcontractor and supplier on every project. With the ability to self-perform 90% of the work, M.R. Tanner has completed pavement preservation and other pavement-related projects in all of the surrounding major municipalities. Our extraordinary project management team staff specializes in estimating, scheduling, subcontracting and field management.

M.R. Tanner is a current JOC contractor for the City of Buckeye for both Road Construction and Street Maintenance contracts.



M.R. Tanner Job Order Contracting Process



D. Method of Approach

GENERAL PROJECT APPROACH

1. Describe your firm's overall commitment to responding to the City's request for services?

M.R. Tanner Construction is committed to responding quickly and appropriately to any needs for the City of Buckeye. This includes planning, design input, budgeting, scheduling as well as the actual construction of any street maintenance needs. M.R. Tanner is fortunate enough to have multiple crews. This enables us to act quickly on these types of projects.

We feel that our work history and renewable contracts demonstrate that we bring the best to your projects every day. We also pride ourselves in getting the job done right the first time. This efficient production and high-quality product has been the reason why other municipalities and agencies decide to choose us year after year. M. R. Tanner Construction has held more than 50 contracts that were renewable in nature. All of these contracts have been renewed to the maximum allowable time.

2. Describe how your firm handles cost control (daily, monthly and completion tracking/reporting); scheduling (initial and progress schedules); how are cost overruns identified and how are they mitigated?

COST CONTROL

If not monitored, costs can easily overrun. M.R. Tanner Construction implements daily, monthly and completion reporting to help avoid overruns. We have found that the best way to mitigate cost overruns is to attach the problem from pre-construction stages. Once we have a grasp on what the municipality would like to do, we go and take accurate measurements. These field measurements will define a cost estimate. This will help minimize the chances of overrunning a certain line item. For example, often times agencies will provide us measurements. If we are told there are 20,000 SY, when there are actually 22,000 SY, these field measurements will let us know beforehand that there is a discrepancy. This will prevent overruns.

Once the job is awarded and contracts are written, we track quantities on a daily basis. We will track

these quantities and review them with your City's field contact.

Reviewing the field quantities on a daily basis will remove the unknowns. These daily costs will then be totaled on a weekly basis and compared against the bid quantities.

On a monthly basis, pay applications will be generated and used to compare against the bid quantity totals. Through we never anticipate overruns, this would show the beginnings or overrunning a line item.

Once a job is completed, pay applications, monthly and daily quantities are compiled. Once combined, they will be review and analyzed. These compiled reports will help make sure that we are as accurate as possible.

As stated above, we try everything in our power to minimize overruns. This is done through careful planning through the pre-construction stages of the job. More often than not, the only reason for overruns is due to unforeseen conditions, or added requests from the agency. The overruns will be mitigated by bringing our costs to the City and negotiating a fair price for the City and M.R. Tanner.

SCHEDULING

Scheduling is an imperative component of every job. Initial progress schedules will be discussed with the City. We will discuss any future events that are being held in the area (parades, holidays, the beginning of school, etc.) These dates will be avoided and we will find a date that will work for the City.

Once the project is started, schedules are tracked on a daily basis. Revisions to the schedule are made depending on production. Weekly updated schedules are sent to all parties (City, Contractor, Subcontractors). This helps to remove any confusion or miscommunication between all parties as everyone knows what to expect.

3. Describe your firm's conflict communication plan; what is your proposed escalation ladder?

As stated above, we feel that we do everything within our power to avoid all conflicts by constant communication and adherence to specifications and schedule. Our track record will show that conflicts are

D. Method of Approach

always minimized. However, if any conflicts arise, they are met with open communication. We feel that most conflicts only arise because of miscommunication. If there is a conflict both parties will meet and discuss the issue.

If the issue cannot be solved in the field, it would be necessary to escalate the process to the next in command. We cannot speak for the City, but our chain of command would be as follows:

Field Superintendent → Project Manager → Account Manager → President

We feel conflicts can be minimized with partnering and open lines of communication.

4. Describe your firm's project closeout and final documentation process.

In order to help facilitate project closeout and final documentation, we maintain project folders onsite at all times. The folders will include everything from dust control records, plant reports, mix designs, asphalt tickets, etc.

Once a job is complete, we will compile a folder for the City which would include all of the things noted above. We will also submit via our office (Lorraine King) all bonding information and contract closeout documents in a timely manner.

Job Order Management

M.R. Tanner Construction understands the importance of returning all necessary paperwork, including cost estimates and schedules in a timely manner. Though every project is unique in what is required, we are confident in our ability to return these needed items quickly and accurately.

1. Upon receipt of a job order request for proposal from the City, how many days does your firm require to process and complete all necessary paperwork and return a proposal to the City?

Each project is unique and depending on the scope of work we will require different pricing. As such, jobs that have a small scope of work would only require a couple of days to accurately return pricing; however, jobs with a larger scope of work would require a few days to return pricing. Therefore, we would require 2-5 days to return accurate pricing/schedules for requests from the City.

2. Upon acceptance of a proposal and issuance of a NTP, how many days does your firm typically require to mobilize forces and start construction?

M.R. Tanner Construction has multiple crews which can be used to respond quickly to any requests from the City. If material is readily available, we can mobilize on one week's notice.

Benefit

M.R. Tanner has the availability, flexibility, and quick response required for successful JOC projects, and has a proven track record with municipalities across the Phoenix Metro.

3. Describe your firm's change request procedure and how change orders are communicated with the City?


If we start the work and there is a change in scope which would warrant a change request, we would get a full grasp of what needed to be done. Once we were confident that we understood the full desire of the City, our field superintendent would communicate the changes with our estimating department. They would, in turn, re-evaluate areas that had changed in the estimate. If there were cost savings, we would pass the savings on to the city, if there were cost increases, we would get the best available pricing and discuss the costs with the City's representatives.

Value Analysis/Value Engineering/ Risk Mitigation

1. What capabilities does your firm have to provide additional Value Analysis/Value Engineering to Job Orders of limited design prior to construction? What is your willingness to provide these services as part of your job order quotation?

With the years of experience between the project team, M.R. Tanner has the capabilities to make suggestions to the City that could decrease the cost of construction and increase the sustainability of the road.

D. Method of Approach


 For example, on the Sun City West Mill and Resurface Phase 2 project, the roads on the project were consistently flat which caused problems with drainage. The job required us to remove the full depth of existing asphalt. Instead of removing all the material from the site, we milled out the edges and pulverized the center. We then used the onsite-generated, pulverized material to increase the crown and improve drainage.


Making this one suggestion saved the County the cost of bringing in more material from offsite sources to increase the crown and improve drainage. The finished product improved and increased the life of the roadway.

With our experience in street maintenance, we are confident in our ability to make valued engineering recommendations which can decrease the cost of construction and increase the life of the road. We are also extremely willing to provide these services as part of your job order quotation.

2. What capabilities do you have to identify and communicate various opportunities for risk mitigation with the City at the time of Job Order development? What risk Avoidance strategies have you commonly employed and shared with Owners to Reduce threats to the project's success?

Between the seven key personnel, we bring over years of experience to the JOC. Working in construction, we all realize that there are risks involved. However, with our experience, we feel that we are able to identify and communicate various opportunities for risk mitigation with the City.

 As an example, on an ARRA project for the City of Phoenix, we were milling 7th Street. Though the project was left extremely clean, the small dust fines in the milled surface would begin to break off and cause a dust problem. This causes issues with both air-borne contaminants and dust violations. In an effort to try and come up with a solution we tried spraying SS1-H right after milling but days before paving. Once the SS1-H set up we would allow traffic to use the lane again. This small procedural change eliminated the risk of dust fines and air-born contaminants. We have since utilized this practice on all full-width milling jobs in high traffic areas.

 Another example, many street maintenance projects require the use of large trucks. We were paving an area in Phoenix where overhead power lines caused concern because they were so low and would be knocked down if the truck had its bed raised. In order to mitigate the risk, we went out prior to construction with the trucking company and expressed our concern. They had a truck base onsite at all times standing by each potential power line risk to ensure that the truck had its bed down prior to crossing the power line.

Subcontractor Selection Plan

M.R. Tanner will select subcontractors based on a combination of experience, qualifications and price while meeting the 3% SBE utilization goal. We will submit our list of proposed subcontractors for prequalification to the MCDOT for approval. For the selection of major subcontractors, M.R. Tanner will pre-qualify a minimum of three subcontractors for each major package or work category.

Before interested subcontractors can submit bids on these packages, they must be pre-qualified by furnishing the following information and meeting the stated criteria:

- Possession of an appropriate contractor's license.
- Ability to meet insurance requirements.
- If required, provide a statement from their surety company verifying bonding capacity and bonding rate.
- Identify and describe projects of similar scope, size and schedule completed by the subcontractor which demonstrates their capacity to perform (include owner, project name, dates performed, name and telephone number).
- Furnish project management team resumes if no previous experience with M.R. Tanner (project manager and project superintendent at a minimum).
- Identify a contract or subcontract held by firm or officer of the firm, which has been terminated within the last five years.

D. Method of Approach

- ➔ Identify any claim arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
- ➔ State their ability to provide manpower and resources to meet the project schedule and milestones.
- ➔ Maintenance of a formal safety program.
- ➔ State their current E-Mod rate.

Subcontractors submitting satisfactory responses to the above will be pre-qualified, and then requested to submit a competitive bid. M.R. Tanner will distribute drawings and specifications, and when appropriate, conduct pre-bid conferences with the pre-qualified subcontractors.



SAFETY

Identify your Firm's Safety Manager. List all major Certifications and Training obtained by the Safety Manager. Describe Safety Training protocol provided to Field Staff at a Project site. Provide your Firm's most current Experience Modification Rate (EMR).

M.R. Tanner Construction is committed to construction safety. Weekly on-site meetings and regular safety meetings with the construction crews and staff have allowed the company to maintain an excellent record of safety. The safety plan for the JOC will address:

- ➔ Project safety personnel
- ➔ Project training
- ➔ Accident prevention plan
- ➔ Emergency action plan
- ➔ Hazardous materials
- ➔ Communication plan

In a contract involving multiple scopes, projects and locations, the safety plan will be updated continually to assure safety for all parties involved.

Josh Skinner will be the Safety Officer for this JOC. Josh has his 30 hour safety card, First Aid training, Certified Backflow Specialist, and updates his safety training in various capacities on a quarterly basis.

M.R. Tanner Construction's current Experience Modification Rate is 0.76.

Cover Letter

May 16, 2019

City of Buckeye
530 East Monroe Avenue
Buckeye, AZ 85326
Attn: Tammy Vogel

RE: Request for Qualifications Job Order Contracting Street Maintenance: **Category #2 Sealing Applications Projects**

Dear Selection Committee:

With M.R. Tanner's vast experience with street maintenance projects, we are confident in our ability to partner with the City of Buckeye to achieve the goals identified for this JOC. This JOC project gives us the opportunity to bring you our pavement preservation expertise, identifying and mitigating risks and exceeding the expectations of the City. Some of the key areas we would like to highlight that are listed in detail in the proposal include:

Experienced Team Working Together on Similar Projects: Our team has been fortunate enough to have completed all of their recent projects together and many of the proposed team members have worked together on projects with M.R. Tanner for over 10 years. The advantage you get with an experienced team on multiple projects is a fully integrated team that delivers superior personnel, capabilities, experience and the necessary resources to assist in planning and delivering the pavement preservation projects. (See Page 24)

M.R. Tanner Specializes in Ongoing Pavement Preservation Projects: Self-performing 90% of the work, our company is proud to have proven success with many municipalities on multiple projects. Some of our greatest references come from local public agency clients who have experienced M.R. Tanner's ability to handle a variety of complex projects while meeting aggressive schedules. (See Pages 4-8)

Availability: Lastly, this entire team is available and ready to begin as the City of Buckeye's JOC contractor. We understand this commitment means having key personnel being dedicated to the varying and on-going needs of the City. We also understand that we will be asked to work efficiently, in time for tight deadlines and end of fiscal year constraints. Again, as demonstrated on the past projects, we are fully capable to react quickly and complete the project in time for all of the City's time constraints. Whether it's rapid estimate turnarounds, paperwork and documentation or mobilization to the project, M.R. Tanner is organized to respond immediately.

Thank you again for your consideration. We look forward to meeting with you to further discuss our qualifications. Please feel free to contact me at **(480) 633-8500** with any questions you may have.

Sincerely,

Alan Evans
President
M.R. Tanner Construction
aevans@mrtanner.com

Financial Information

1. Financial Capacity/Bonding/Insurance

Client#: 1174150	MRTAN	DATE (MM/DD/YYYY) 5/03/2019					
ACORD™ CERTIFICATE OF LIABILITY INSURANCE							
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016	CONTACT NAME: Ashley Ballesteros-Van Leeuwen PHONE (A/C, No, Ext): 602-749-4249 E-MAIL ADDRESS: phx.certificates@usi.com FAX (A/C, No):						
INSURER(S) AFFORDING COVERAGE		NAIC #					
INSURER A : Peleus Insurance Company: A, X		34118					
INSURER B : Navigators Insurance Company: A, XII		42307					
INSURER C : CopperPoint American Insurance Company		13751					
INSURER D : Hanover Insurance Company: A, XV		22292					
INSURER E : AMCO Insurance Company: A+, XV		19100					
INSURER F :							
INSURED M. R. Tanner Development & Construction 1327 W. San Pedro Street Gilbert, AZ 85233-2403							
COVERAGES		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	103GL002445801	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ACP3047028623	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			SF18EXC896875V	07/01/2018	07/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	1013714	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Leased and Rented Equipment			RH4A56286306	07/01/2018	07/01/2019	\$500,000 Limit \$1,000 Deductible

INSURANCE TYPE	INSURER	BEST RATING
WORKERS COMPENSATION	COPPERPOINT AMERICAN INSURANCE COMPANY	A-
AUTO LIABILITY	NATIONWIDE / AMCO INSURANCE COMPANY	A+
COMERCIAL GENERAL LIABILITY	PELEUS INSURANCE COMPANY	A
UMBRELLA LIABILITY	NAVIGATORS INSURANCE COMPANY	A

COMPANY NAME: USI INSURANCE SERVICES LLC
ADDRESS: 2375 E CAMELBACK RD #250
CITY, STATE & ZIP: PHOENIX, AZ 85016
INSURANCE AGENT: MATTHEW C. DEVLIEGER

EMOD & SAFETY BID III\FO.xlsx

Financial Information

2. Total Bonding Capacity - Single Limit and Aggregate Limit

Single Limit: \$15M
Aggregate Limit: \$40M

WillisTowersWatson

May 1, 2019

City of Buckeye
 Attn: Tammy Vogel, Contract Administrator
 Construction & Contracting Division

RE: M.R. Tanner Development and Construction, Inc. - Pre-Qualification Letter for the City of Buckeye - RFQ 2019005 JOC Street Maintenance Project

Dear Ms. Vogel:

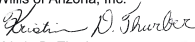
Liberty Mutual Insurance Company ("Liberty"), is privileged to act as surety for M.R. Tanner Development and Construction, Inc. and has established a surety bond facility for M.R. Tanner Development and Construction, Inc. with a \$15,000,000 single/\$40,000,000 aggregate limit.

We will favorably consider a request from M.R. Tanner Development and Construction, Inc. to provide required bid, performance and payment bonds for the referenced project. Such prequalification and subsequent approval is conditioned upon applicable underwriting considerations such as acceptable contract terms and other relevant underwriting criteria at the time of the request. Naturally, any arrangement for bonds would be a matter between M.R. Tanner Development and Construction, Inc. and Liberty; Liberty assumes no liability to you or to third parties if, for any reason, Liberty does not provide the subject bonding.

Liberty Mutual Insurance Company is rated "A XV" by A.M. Best Company and is listed on the Federal Register, Department of the Treasury Circular 570 as a company holding Certificates of Authority as an acceptable Surety on federal projects in all states with an underwriting limitation in excess of the estimated contract price of the above reference project.

This letter is not an assumption of liability, nor is it a bid or performance bond. It is issued only as a bonding reference requested by our client. If we can provide any other assurance or assistance, please call me at (602) 787-6000.

Sincerely,
 Willis of Arizona, Inc.



Kristin D. Thurber

Willis Towers Watson
 16220 N. Scottsdale Road., Suite 600
 Scottsdale, AZ 85254
 Telephone: (602) 933-3385
 Fax: (602) 787-8040
 Website: willistowerswatson.com

3. Current Backlog/Project List

DATE	CONTRACT	OWNER/DEVELOPER	ORIGINAL	BACKLOG
RECOGNIZED	JOB #	CONSTRUCTION MANAGER	AMOUNT	AMOUNT

01/19	29004	2019 CITY OF CHANDLER ASPHALT PATCH & REPAIR	CITY OF CHANDLER	400,000 245,723
01/19	30411	TOWN OF QUEEN CREEK MISC PATCH	TOWN OF QUEEN CREEK	277,627 161,829
12/18	31904	2019 CITY OF CHANDLER STREET REPLACEMENT	CITY OF CHANDLER	6,750,000 6,057,138
10/17	42501	2018 PHOENIX T2050 ARTERIAL STREET OVERLAY JOA 01 #ST87400294-1	CITY OF PHOENIX	769,184 233,727
10/17	42502	2018 PHOENIX T2050 ARTERIAL STREET OVERLAY JOA 02 #ST87400296-1	CITY OF PHOENIX	1,366,954 770,640
10/17	42504	2018 PHOENIX RESIDENTIAL STREET OVERLAY JOA 04 #ST87400304-1	CITY OF PHOENIX	1,005,669 178,735
08/18	42506	2019 COP T2050 CRACK SEAL PROJECT	CITY OF PHOENIX	1,200,005 799,031
12/18	42507	2019 T2050 PHOENIX ARTERIAL STREET OVERLAY JOA NO. 7	CITY OF PHOENIX	854,136 854,136
12/18	42508	2019 T2050 PHOENIX ARTERIAL STREET OVERLAY JOA NO. 8	CITY OF PHOENIX	895,317 895,317
12/18	42509	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 9	CITY OF PHOENIX	1,563,551 1,493,436
12/18	42510	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 10	CITY OF PHOENIX	1,789,587 1,386,829
12/18	42511	2019 PHOENIX RESIDENTIAL STREET OVERLAY JOA NO. 11	CITY OF PHOENIX	1,180,124 1,180,124
12/18	442-01	2019 PARADISE VALLEY OVERLAY	TOWN OF PARADISE VALLEY	1,560,478 125,000
10/18	45202	2018 SURPRISE OVERLAY PO#21900448	CITY OF SURPRISE	1,008,533 25,000
07/18	45301	2019 CITY OF PHOENIX STREET PRESERVATION JOA 6	CITY OF PHOENIX	93,577 93,577
08/18	45302	2019 COP RESIDENTIAL CRACK SEAL PROGRAM JOA 2	CITY OF PHOENIX	1,740,000 1,242,311
08/18	45303	2019 COP MAJOR & COLLECTOR TRMSS JOA 3	CITY OF PHOENIX	104,941 104,941
01/19	45304	2019 T2050 ADD'L PREP MAJOR STREETS JOA 4	CITY OF PHOENIX	1,905,510 1,905,510
12/18	47100	TOWN OF QUEEN CREEK HAWES ROAD	TOWN OF QUEEN CREEK	290,950 290,950
01/19	47500	TOWN OF QUEEN CREEK MERIDIAN RD PO 20190473-00	TOWN OF QUEEN CREEK	201,003 15,250

4. Insurance Provider Rating

As indicated on the insurance form ACORD provided with the City of Buckeye listed as additionally insured, our insurance provider is rated with an A rating.

A. Project Experience



#1: CITY OF CHANDLER

2018 ASPHALTIC CONCRETE MILL & INLAY

DESCRIPTION:

This renewable annual contract project for the City of Chandler consists of multiple job duties including the milling, soil stabilization, crack fill, paving and striping of over 750,000 SY of existing roadways over the last 8 years. **Last year on this contract, we applied over 800,000 LF of crack fill.** These roads included residential, industrial, and arterial paving. As prime contractor, M.R. Tanner self-performed 80% of the scope. This contract was ongoing in nature, Chandler provides multiple quarter section maps and it is upon us to determine a schedule to complete their work. Many of these quarter section maps are active at the same time.

ROLE OF FIRM: Prime Contractor

CONSTRUCTION COST: \$6,750,000

CONSTRUCTION DATES: January 2018 - Present

PROJECT OWNER: City of Chandler

REFERENCE INFORMATION: Josh Wagner
(480) 401-6842

SIMILARITIES:

- Crackseal CSS1H
- Equipment required for Sealing Applications
- Preparation of Surfaces and Cleaning
- Material QC and Testing
- Traffic Control
- Protection of Landscape and Adjacent Properties
- Community Outreach
- Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ Street Maintenance & Repair
- ✓ Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Street Maintenance Project with greater than \$2M Final Cost
- ✓ Completed within the last 5 years



M.R. Tanner always finishes under budget and adheres very closely to their published schedule. They always go above and beyond what is expected for the City and residents.

- Josh Wagner, City of Chandler Inspector

A. Project Experience



#2: DEER VALLEY SCHOOL DISTRICT PAVEMENT MAINTENANCE

DESCRIPTION:

The Deer Valley School District enlisted our help for the maintenance on their parking lots and driveways during the summer months. For every school district, the summer months are key to achieving their maintenance goals, as they have less than normal traffic flow during this time. That being said, there is a lot of work to happen over a 3 month time period. It was critical to adhere very closely to the schedule that we published from the inception of the project. We have worked with Deer Valley School district for years and have continued to finish within their time constraints. This work included crack seal, seal coat, striping, and minor asphalt repairs. Typically this work will include 25 schools at a time. We have to coordinate these schedules with each school in order to complete the project on time.

ROLE OF FIRM:	Subcontractor
CONSTRUCTION COST:	\$380,000.00
CONSTRUCTION DATES:	June 2017-August 2017
PROJECT OWNER:	Deer Valley School District
REFERENCE INFORMATION:	Jeff Long (602) 826-5588

SIMILARITIES:

- ➔ Asphalt Emulsion Seal coat - Master seal; PMM; Slurry Seal Type II
- ➔ Equipment required for Sealing Applications Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ JOC for Street Maintenance & Repair
- ✓ JOC Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Completed within the last 5 years

M.R. Tanner has completed over \$110 million in pavement maintenance projects within Maricopa County in the last five years.

A. Project Experience



#3: TOWN OF QUEEN CREEK

MERIDIAN ROAD REPAIR

DESCRIPTION:

Meridian Road north of Ocotillo has always been a road, but only used for local traffic/businesses. Queen Creeks Right of Way only went north of Ocotillo for a ¼ of a mile. Historically, north of that was an old farm road. However, Pinal county improved that section, leaving the Queen Creek portion in need of improvements. We took the existing road and utilized the existing grade, paved, striped and provided pavement maintenance to the existing road. This was all done in less than two weeks.

ROLE OF FIRM:	Prime Contractor
CONSTRUCTION COST:	\$221,103.00
CONSTRUCTION DATES:	April 2019-May 2019
PROJECT OWNER:	Town of Queen Creek
REFERENCE:	Jan Martin (480) 747-0583

SIMILARITIES:

- ➔ PPM
- ➔ Striping
- ➔ Crackseal
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✔ JOC for Street Maintenance & Repair
- ✔ JOC Contract with a Public Entity
- ✔ Multiple Disciplines and Job Duties
- ✔ Completed within the last 5 years

A. Project Experience



#4: TOWN OF PARADISE VALLEY

2015 STREET OVERLAY

DESCRIPTION:

This was a mill and overlay contract that included installing 3 speed cushions and 1 speed hump. This was a time-sensitive, fast-paced project. M.R. Tanner's crew and staff, along with its subcontractors, were able to complete this project within one month of the start date. The coordination with local residents on this project was critical to the success.

ROLE OF FIRM:	Prime Contractor
CONSTRUCTION COST:	\$1,563,551
CONSTRUCTION DATES:	January 2018 - Present
PROJECT OWNER:	Town of Paradise Valley
REFERENCE:	Jerry Cooper (480) 348-3589

SIMILARITIES:

- ➔ Asphalt Emulsion Seal coat - Master seal; PMM; Slurry Seal Type II
- ➔ Equipment required for Sealing Applications
- ➔ Preparation of Surfaces and Cleaning
- ➔ Material QC and Testing
- ➔ Traffic Control
- ➔ Protection of Landscape and Adjacent Properties
- ➔ Community Outreach
- ➔ Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ Street Maintenance & Repair
- ✓ Contract with a Public Entity
- ✓ Completed within the last 5 years

Over the last five years M.R. Tanner has completed 50+ jobs at a construction value of \$2M or more.

A. Project Experience



#5: CITY OF PHOENIX

RESIDENTIAL OVERLAY

M.R. Tanner self-performed 75% of the scope for this City of Phoenix contract which included maintenance of speed humps/cushions, milling, paving, utility adjustments and loop detectors. This contract was a renewable contract that Phoenix elected to renew all years possible (total of 4 contracts).

There are many factors that lead to the success of the projects at M.R. Tanner, but we feel that our ability to work with the needs of an owner is unparalleled among other contractors. Utilizing several years of experience and working with the owner, traffic control, milling and paving of the project were a success for the City.

ROLE OF FIRM:	Prime Contractor
CONSTRUCTION COST:	\$22,425,000
CONSTRUCTION DATES:	August 2017 - Present
PROJECT OWNER:	City of Phoenix
REFERENCE:	Kyle Vance (602) 571-4522

SIMILARITIES:

- Asphalt Emulsion Seal coat - Master seal; PMM; Slurry Seal Type II
- Equipment required for Sealing Applications Preparation of Surfaces and Cleaning
- Material QC and Testing
- Traffic Control
- Community Outreach
- Multiple Sites Simultaneously

MEETS PROJECT EXPERIENCE REQUIREMENTS:

- ✓ JOC for Street Maintenance & Repair
- ✓ JOC Contract with a Public Entity
- ✓ Multiple Disciplines and Job Duties
- ✓ Street Maintenance Project with greater than \$2M Final Cost
- ✓ Completed within the last 5 years

B. Past Performance Questionnaire

RFQ #: 2019005

Project #1: City of Chandler

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: M. R. Tanner Construction, Inc. Email: jskinner@mrtanner.com
Address: 1327 W San Pedro St, Gilbert, AZ 85233 Contact Name: Josh Skinner
Phone Number: 480-633-8500 Contact Phone: 480-633-8500

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):

3. Contract Information:

Contract Number: STS-745-3478
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):
Contract Title: CHANDLER MILL / INLAY Contract Location: CHANDLER, AZ

Award Date (mm/dd/yy): JAN 2018
Contract Completion Date: JAN 2019 Actual Completion Date: JAN 2019

Explain Differences:

Original Contract Price (Award Amount): 6,750,000⁰⁰
Final Contract Price (to include all modifications, if applicable): 6,750,000⁰⁰

Explain Differences:

4. Project Description:

Complexity of Work: High Med Routine
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) MILL / OVERLAY EXISTING RESIDENTIAL STREETS.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Josh Wagner Phone Number: 480-401-6846
Title: Street Maintenance Coordinator Email Address: josh.wagner@chandleraz.gov

6. Describe the client's role in the project: Held pre construction meetings to go over scope of work with the contractor, monitored the work, approved scheduling, reviewed testing (QC), approved quantities and invoices

Client Signature: JW

Date: 5/8/19

B. Past Performance Questionnaire

Project #1: City of Chandler

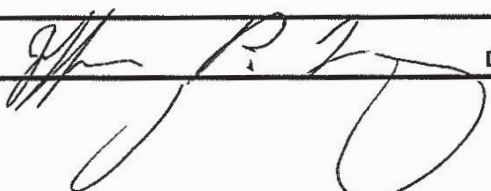
PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	<input checked="" type="radio"/> E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	<input checked="" type="radio"/> E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #2: Deer Valley School District

CONTRACT INFORMATION (To be completed by Contractor)	
1. Contractor Information:	
Firm Name: M. R. Tanner Construction, Inc.	Email: <u>jskinner@mrtanner.com</u>
Address: <u>1327 W San Pedro St, Gilbert, AZ 85233</u>	Contact Name: <u>Josh Skinner</u>
Phone Number: <u>480-633-8500</u>	Contact Phone: <u>480-633-8500</u>
2. Work Performed as: <input type="checkbox"/> Prime Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):	
3. Contract Information:	
Contract Number: _____	
Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify):	
Contract Title: <u>DEER VALLEY SCHOOL PAVEMENT MAINT.</u>	Contract Location: <u>DEER VALLEY SCHOOL DISTRICT SCHOOLS</u>
Award Date (mm/dd/yy): <u>JUNE 2018</u>	
Contract Completion Date: <u>SEPT 2018</u>	Actual Completion Date: <u>SEPT 2018</u>
Explain Differences:	
Original Contract Price (Award Amount): <u>\$380,000⁰⁰</u>	
Final Contract Price (to include all modifications, if applicable): <u>\$380,000⁰⁰</u>	
Explain Differences:	
4. Project Description:	
Complexity of Work: <input type="checkbox"/> High <input checked="" type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) <u>PAVEMENT MAINT. ON DEER VALLEY SCHOOL PARKING LOTS.</u>	
CLIENT INFORMATION (To be completed by Client)	
5. Client Information:	
Name: <u>JEFFERY P. LONG</u>	Phone Number: <u>602-467-5020</u>
Title: <u>DIRECTOR OF FACILITIES</u>	Email Address: <u>JEFF.LONG@DVUSD.ORG</u>
6. Describe the client's role in the project:	
Client Signature: 	
Date: <u>5-8-19</u>	

B. Past Performance Questionnaire

Project #2: Deer Valley School District

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/>	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/>	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/>	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/>	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/>	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/>	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/>	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/>	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/>	VG	S	M	U	N
d) Overall customer satisfaction	<input checked="" type="radio"/>	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/>	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/>	VG	S	M	U	N
c) Government Property Control	<input type="radio"/>	VG	S	M	U	<input checked="" type="radio"/> N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/>	VG	S	M	U	N
e) Utilization of Small Business	<input type="radio"/>	VG	S	M	U	<input checked="" type="radio"/> N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/>	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/>	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/>	VG	S	M	U	N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #2: Deer Valley School District

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: _____

Date: 5-8-19

B. Past Performance Questionnaire

Project #3: Town of Queen Creek	
CONTRACT INFORMATION (To be completed by Contractor)	
1. Contractor Information:	
Firm Name: <u>M. R. Tanner Construction, Inc.</u>	Email: <u>jskinner@mrtanner.com</u>
Address: <u>1327 W San Pedro St., Gilbert, AZ 85233</u>	Contact Name: <u>Josh Skinner</u>
Phone Number: <u>480-633-8500</u>	Contact Phone: <u>480-633-8500</u>
2. Work Performed as: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain):	
3. Contract Information:	
Contract Number: <u>20190473</u>	
Contract Type: <input checked="" type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other (Please specify):	
Contract Title: <u>Meridian Road</u>	Contract Location: <u>Queen Creek, AZ</u>
Award Date (mm/dd/yy): <u>1/07/2019</u>	
Contract Completion Date: <u>5/9/2019</u>	Actual Completion Date: <u>5/9/2019</u>
Explain Differences:	
Original Contract Price (Award Amount): <u>\$201,003</u>	
Final Contract Price (to include all modifications, if applicable): <u>\$221,103</u>	
Explain Differences: <u>Changed Pavement Section from 2.5" to 4" thick.</u>	
4. Project Description:	
Complexity of Work: <input type="checkbox"/> High <input checked="" type="checkbox"/> Med <input type="checkbox"/> Routine	
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) <u>Took an existing road with poor performing asphalt/dirt and upgraded to current standards.</u>	
CLIENT INFORMATION (To be completed by Client)	
5. Client Information:	
Name: <u>Janet Martin</u>	Phone Number: <u>480 747 0583</u>
Title: <u>Streets Superintendent</u>	Email Address: <u>jan.martin@queencreek.org</u>
6. Describe the client's role in the project:	
<u>Construct two-lane access road, while maintaining access to adjacent business owners.</u>	
Client Signature: <u>Jan Martin</u>	Date: <u>5-14-2019</u>

B. Past Performance Questionnaire

Project #3: Town of Queen Creek

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY	
a) Quality of technical data/report preparation efforts	E VG S M U (N)
b) Ability to meet quality standards specified for technical performance	(E) VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	(E) VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E (VG) S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	(E) VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	(E) VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	(E) VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E) VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E) VG S M U N
d) Overall customer satisfaction	(E) VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E (VG) S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E (VG) S M U N
c) Government Property Control	E VG S M U (N)
d) Knowledge/expertise demonstrated by contractor personnel	(E) VG S M U N
e) Utilization of Small Business	E VG S M U (N)
f) Ability to simultaneously manage multiple projects with multiple disciplines	(E) VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	(E) VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E) VG S M U N

B. Past Performance Questionnaire

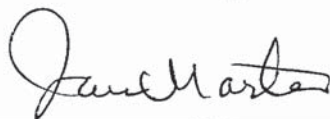
RFQ #: 2019005

Project #3: Town of Queen Creek

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U <input checked="" type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E <input checked="" type="radio"/> VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U <input checked="" type="radio"/> N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? (<i>if no, please explain below</i>)	<input checked="" type="radio"/> Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (*please attach additional pages if necessary*)

Client Signature:



Date:

5-14-19

B. Past Performance Questionnaire**Project #4: Town of Paradise Valley****CONTRACT INFORMATION (To be completed by Contractor)****1. Contractor Information:**Firm Name: M. R. Tanner Construction, Inc.Email: jskinner@mrtanner.comAddress: 1327 W San Pedro St, Gilbert, AZ 85233Contact Name: Josh SkinnerPhone Number: 480-633-8500Contact Phone: 480-633-8500**2. Work Performed as:** Prime Contractor Sub Contractor Joint Venture Other (Explain):**3. Contract Information:**Contract Number: CON-18-0012-PBWContract Type: Firm Fixed Price Cost Reimbursement Other (Please specify):Contract Title: PARADISE VALLEY STREET PRES.Contract Location: PARADISE VALLEY, AZAward Date (mm/dd/yy): JAN 2018Contract Completion Date: PRESENTActual Completion Date: PRESENT

Explain Differences:

Original Contract Price (Award Amount): 1,563,551Final Contract Price (to include all modifications, if applicable): 1,563,551

Explain Differences:

4. Project Description:

Complexity of Work:

 High Med RoutineHow is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) COORDINATE W/ TOWN + RESIDENTS THE PAVEMENT PRES. (OVERLAY + PMM) TO EXISTING TOWN STREETS.**CLIENT INFORMATION (To be completed by Client)****5. Client Information:**Name: Jerry CooperPhone Number: 480 348-3589Title: Public Works SuperintendentEmail Address: jcooper@paradisevalleyaz.gov**6. Describe the client's role in the project:** Plan pavement preservation project, coordinate pre-construction meetings with the contractor and go over scope of work expected, hold daily meetings to go over daily plan and address any issues from the previous or current day and inspect the quality of work.Client Signature: Date: 5/8/19

B. Past Performance Questionnaire

Project #4: Town of Paradise Valley

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

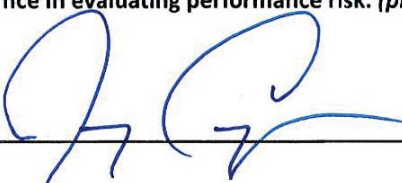
1. QUALITY	
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E VG S M U N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E VG S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/> E VG S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E VG S M U N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<input checked="" type="radio"/> E VG S M U N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E VG S M U N
3. CUSTOMER SATISFACTION	
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/> E VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E VG S M U N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E VG S M U N
d) Overall customer satisfaction	<input checked="" type="radio"/> E VG S M U N
4. MANAGEMENT/PERSONNEL/LABOR	
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E VG S M U N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/> E VG S M U N
c) Government Property Control	<input checked="" type="radio"/> E VG S M U N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E VG S M U N
e) Utilization of Small Business	<input checked="" type="radio"/> E VG S M U N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E VG S M U N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/> E VG S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E VG S M U N

B. Past Performance Questionnaire

Project #4: Town of Paradise Valley

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	<input checked="" type="radio"/> E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	<input checked="" type="radio"/> E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/ provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? (<i>if no, please explain below</i>)	<input checked="" type="radio"/> Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (*please attach additional pages if necessary*)

Client Signature: 

Date: 5/8/19

B. Past Performance Questionnaire

RFQ #: 2019005

Project #5: City of Phoenix

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: M. R. Tanner Construction, Inc.
Address: 1327 W San Pedro St, Gilbert, AZ 85233
Phone Number: 480-633-8500

Email: jskinner@mrtanner.com

Contact Name: Josh Skinner

Contact Phone: 480-633-8500

2. Work Performed as: Prime Contractor Sub Contractor Joint Venture Other (Explain):

3. Contract Information:

Contract Number: 4108JOC155

Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): (JOC)

Contract Title: PAVEMENT RESTORATION SERVICES

Contract Location: PHOENIX, AZ

Award Date (mm/dd/yy): AUG. 2017

Contract Completion Date: PRESENT

Actual Completion Date: PRESENT

Explain Differences:

Original Contract Price (Award Amount): 22,425,000

Final Contract Price (to include all modifications, if applicable): 22,425,000

Explain Differences:

4. Project Description:

Complexity of Work: High Med Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.) MILL/OVERLAY, PMM, TRMSS EXISTING ROADS FOR PHOENIX.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Kyle Vance Phone Number: 602-571-4522

Title: Chief Construction Inspector Email Address: kyle.vance@phoenix.gov

6. Describe the client's role in the project:

Inspect the work being performed and process pay requests.

Client Signature: 

Date: 5/5/19

B. Past Performance Questionnaire

Project #5: City of Phoenix

PAST PERFORMANCE EVALUATION (TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/>	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/>	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	<input checked="" type="radio"/>	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/>	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. (If liquidated damages were assessed or the schedule was not met, please address below)	<input checked="" type="radio"/>	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/>	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	<input checked="" type="radio"/>	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/>	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/>	VG	S	M	U	N
d) Overall customer satisfaction	<input checked="" type="radio"/>	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/>	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	<input checked="" type="radio"/>	VG	S	M	U	N
c) Government Property Control	<input checked="" type="radio"/>	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/>	VG	S	M	U	N
e) Utilization of Small Business	<input checked="" type="radio"/>	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/>	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	<input checked="" type="radio"/>	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/>	VG	S	M	U	N

B. Past Performance Questionnaire

RFQ #: 2019005

Project #5: City of Phoenix

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	Yes No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U N
b) Compliance with contractual terms/ provisions (explain if specific issues)	E VG S M U N
c) Would you hire or work with this firm again? (if no, please explain below)	Yes No
d) In summary, provide an overall rating for the work performed by this contractor.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. (please attach additional pages if necessary)

Client Signature: _____

Date: 5/8/19

C. Experience of Key Personnel

The key personnel selected to lead this JOC bring experience with not only the process but successful relationships with the City of Buckeye. Alan will serve as the principal contact for this contract. Eric will be the main point of contact for the City. He will be handling the day to day operations and coordinating all field activities. Josh will also be handling the estimates and schedules. Ron Anglin will oversee all of the daily activities. Richard will handle the Quality Control of the finished product.

JOC Account Manager



A. NAME AND TITLE:

ALAN EVANS, PRESIDENT

Alan's extensive knowledge of pavement preservation projects, combined with his project management experience, make

him a coveted M.R. Tanner team member. His work experience and education include planning, budgeting, and managing the growth of small and large multi-faceted companies with an emphasis on quality work and customer satisfaction.

B. PROJECT ASSIGNMENT: JOC Account Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 12 / (17 Years in the Industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- Brigham Young University 2004, Construction Management

Project Manager



A. NAME AND TITLE:

ERIC MARSH

Eric's background is in the traffic control business and pavement maintenance which adds great value to the M.R.

Tanner team. His experience allows him to safely complete projects with public safety and public transit in the forefront of his mind. Eric's work ethic makes him a valuable asset for M.R. Tanner and will serve as an asset to the City of Buckeye.

B. PROJECT ASSIGNMENT: Project Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 11 / (26 Years in the Industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- TCS Supervisor Training
- Flagger Certified Trainer
- MUTCD Training
- CPR Certified

C. Experience of Key Personnel

JOC Estimator



A. NAME AND TITLE:

JOSH SKINNER

Josh has the ability to communicate to his team at M.R. Tanner Construction the expectations of the City of Buckeye. With excellent project management skills on pavement preservation projects and education in project scheduling, estimating, budgeting and field management, Josh brings the necessary leadership to each project.

B. PROJECT ASSIGNMENT: JOC Estimator

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 12 / (16 years in the industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- Brigham Young University 2008, Construction Management
- 30 Hour OSHA Card
- Cross Connection Backflow Certified
- Maricopa County Dust Control Training
- CPR Training

Project Superintendent



A. NAME AND TITLE:

RON ANGLIN

Ron's ability to motivate and organize construction crews to work in a timely and effective manner will be a great benefit to the City of Buckeye. His extensive experience includes project management for both municipal and private projects. Ron has over 40 years of experience in construction. His experience coupled with his ability to communicate the requests of the City to everyone on the job will allow for a project that will stay on schedule and under budget.

B. PROJECT ASSIGNMENT: Project Superintendent

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 3 / (40 years in the industry)

E. PROFESSIONAL REGISTRATION: N/A

F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- 30 Hour OSHA Card
- OSHA Confined Spaces Training
- CPR Certified
- MSHA Training
- Maricopa County Dust Control Certified

C. Experience of Key Personnel

Quality Control Manager



A. NAME AND TITLE:

**RICHARD
SCHADEMANN**

Richard's extensive knowledge combined with his project management experience make him a coveted M.R. Tanner team member. His work experience and education include project planning, scheduling and coordinating subcontractors make him a valuable asset to any agency. **Richard's long-standing and trusted relationship with the City of Buckeye allows him to understand the expectations and goals from the City's perspective to make each project a success.**

B. PROJECT ASSIGNMENT: Quality Control Manager

C. ASSOCIATED FIRM: M.R. Tanner

D. YEARS' EXPERIENCE WITH FIRM: 20 / (32 years in industry)

E. PROFESSIONAL REGISTRATION: N/A

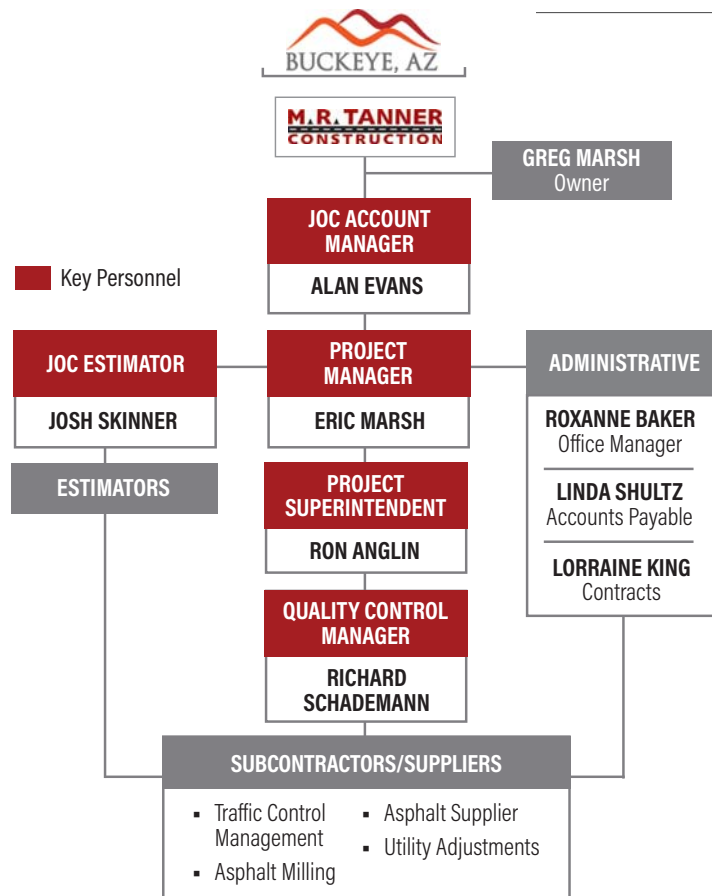
F. OTHER EXPERIENCE:

- City of Chandler, Asphaltic Concrete Mill & Inlay
- Deer Valley School District Pavement Maintenance,
- Town of Queen Creek, Meridian Road Repair
- Town of Paradise Valley, 2015 Street Overlay
- City of Phoenix, Residential Overlay

G. EDUCATION:

- 30 Hour OSHA Card
- CPR Certified
- Maricopa County Dust Control Certified

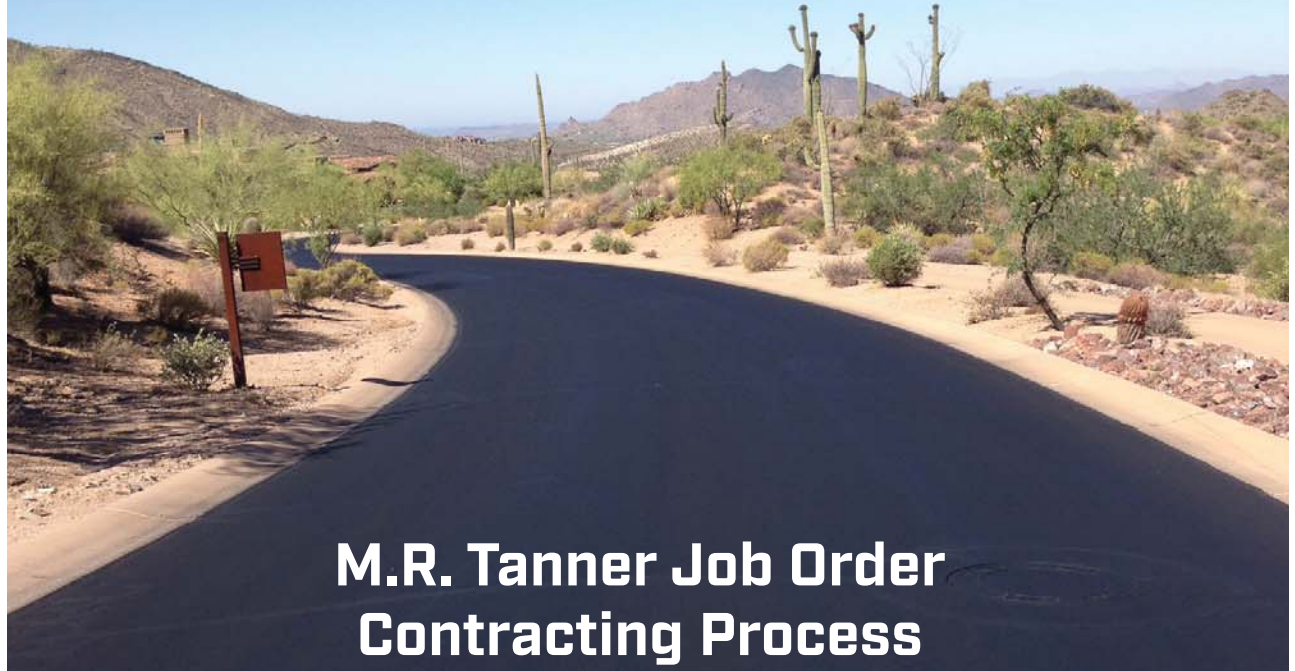
Organization Chart



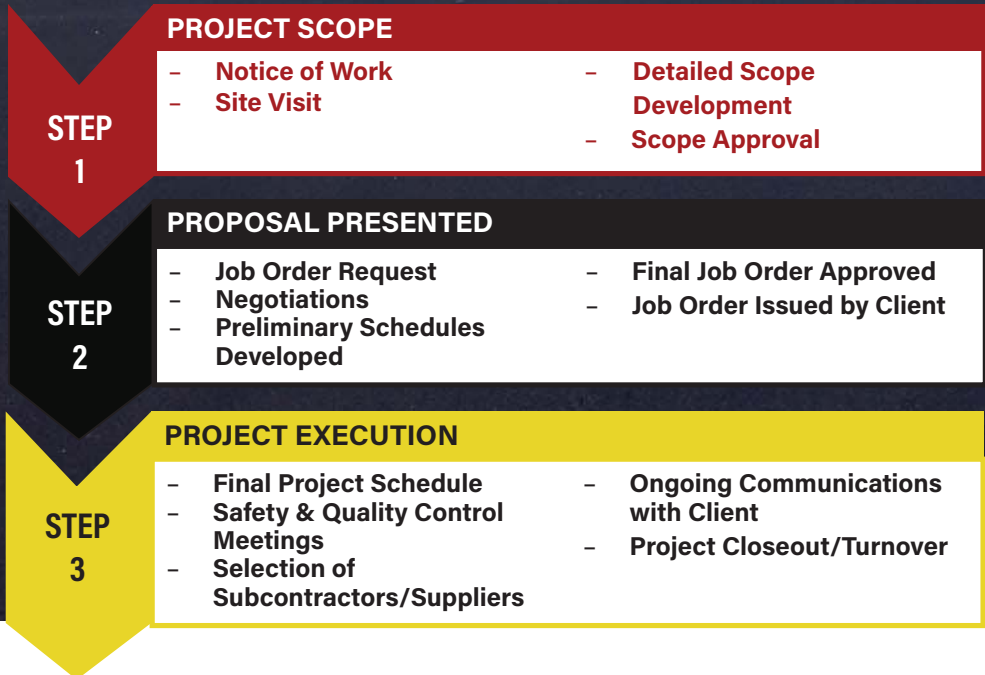
Firm Organization

M.R. Tanner Construction is a privately held, local general contractor and construction manager, specializing in civil infrastructure. Since the company's inception in January of 1993, M.R. Tanner's success is attributed to the strong relationships developed with each client, subcontractor and supplier on every project. With the ability to self-perform 90% of the work, M.R. Tanner has completed pavement preservation and other pavement-related projects in all of the surrounding major municipalities. Our extraordinary project management team staff specializes in estimating, scheduling, subcontracting and field management.

M.R. Tanner is a current JOC contractor for the City of Buckeye for both Road Construction and Street Maintenance contracts.



M.R. Tanner Job Order Contracting Process



D. Method of Approach

GENERAL PROJECT APPROACH

1. Describe your firm's overall commitment to responding to the City's request for services?

M.R. Tanner Construction is committed to responding quickly and appropriately to any needs for the City of Buckeye. This includes planning, design input, budgeting, scheduling as well as the actual construction of any street maintenance needs. M.R. Tanner is fortunate enough to have multiple crews. This enables us to act quickly on these types of projects.

We feel that our work history and renewable contracts demonstrate that we bring the best to your projects every day. We also pride ourselves in getting the job done right the first time. This efficient production and high-quality product has been the reason why other municipalities and agencies decide to choose us year after year. M. R. Tanner Construction has held more than 50 contracts that were renewable in nature. All of these contracts have been renewed to the maximum allowable time.

2. Describe how your firm handles cost control (daily, monthly and completion tracking/reporting); scheduling (initial and progress schedules); how are cost overruns identified and how are they mitigated?

COST CONTROL

If not monitored, costs can easily overrun. M.R. Tanner Construction implements daily, monthly and completion reporting to help avoid overruns. We have found that the best way to mitigate cost overruns is to attach the problem from pre-construction stages. Once we have a grasp on what the municipality would like to do, we go and take accurate measurements. These field measurements will define a cost estimate. This will help minimize the chances of overrunning a certain line item. For example, often times agencies will provide us measurements. If we are told there are 20,000 SY, when there are actually 22,000 SY, these field measurements will let us know beforehand that there is a discrepancy. This will prevent overruns.

Once the job is awarded and contracts are written, we track quantities on a daily basis. We will track

these quantities and review them with your City's field contact.

Reviewing the field quantities on a daily basis will remove the unknowns. These daily costs will then be totaled on a weekly basis and compared against the bid quantities.

On a monthly basis, pay applications will be generated and used to compare against the bid quantity totals. Through we never anticipate overruns, this would show the beginnings or overrunning a line item.

Once a job is completed, pay applications, monthly and daily quantities are compiled. Once combined, they will be review and analyzed. These compiled reports will help make sure that we are as accurate as possible.

As stated above, we try everything in our power to minimize overruns. This is done through careful planning through the pre-construction stages of the job. More often than not, the only reason for overruns is due to unforeseen conditions, or added requests from the agency. The overruns will be mitigated by bringing our costs to the City and negotiating a fair price for the City and M.R. Tanner.

SCHEDULING

Scheduling is an imperative component of every job. Initial progress schedules will be discussed with the City. We will discuss any future events that are being held in the area (parades, holidays, the beginning of school, etc.) These dates will be avoided and we will find a date that will work for the City.

Once the project is started, schedules are tracked on a daily basis. Revisions to the schedule are made depending on production. Weekly updated schedules are sent to all parties (City, Contractor, Subcontractors). This helps to remove any confusion or miscommunication between all parties as everyone knows what to expect.

3. Describe your firm's conflict communication plan; what is your proposed escalation ladder?

As stated above, we feel that we do everything within our power to avoid all conflicts by constant communication and adherence to specifications and schedule. Our track record will show that conflicts are

D. Method of Approach

always minimized. However, if any conflicts arise, they are met with open communication. We feel that most conflicts only arise because of miscommunication. If there is a conflict both parties will meet and discuss the issue.

If the issue cannot be solved in the field, it would be necessary to escalate the process to the next in command. We cannot speak for the City, but our chain of command would be as follows:

Field Superintendent → Project Manager → Account Manager → President

We feel conflicts can be minimized with partnering and open lines of communication.

4. Describe your firm's project closeout and final documentation process.

In order to help facilitate project closeout and final documentation, we maintain project folders onsite at all times. The folders will include everything from dust control records, plant reports, mix designs, asphalt tickets, etc.

Once a job is complete, we will compile a folder for the City which would include all of the things noted above. We will also submit via our office (Lorraine King) all bonding information and contract closeout documents in a timely manner.

Job Order Management

M.R. Tanner Construction understands the importance of returning all necessary paperwork, including cost estimates and schedules in a timely manner. Though every project is unique in what is required, we are confident in our ability to return these needed items quickly and accurately.

1. Upon receipt of a job order request for proposal from the City, how many days does your firm require to process and complete all necessary paperwork and return a proposal to the City?

Each project is unique and depending on the scope of work we will require different pricing. As such, jobs that have a small scope of work would only require a couple of days to accurately return pricing; however, jobs with a larger scope of work would require a few days to return pricing. Therefore, we would require 2-5 days to return accurate pricing/schedules for requests from the City.

2. Upon acceptance of a proposal and issuance of a NTP, how many days does your firm typically require to mobilize forces and start construction?

M.R. Tanner Construction has multiple crews which can be used to respond quickly to any requests from the City. If material is readily available, we can mobilize on one week's notice.

Benefit

M.R. Tanner has the availability, flexibility, and quick response required for successful JOC projects, and has a proven track record with municipalities across the Phoenix Metro.

3. Describe your firm's change request procedure and how change orders are communicated with the City?


If we start the work and there is a change in scope which would warrant a change request, we would get a full grasp of what needed to be done. Once we were confident that we understood the full desire of the City, our field superintendent would communicate the changes with our estimating department. They would, in turn, re-evaluate areas that had changed in the estimate. If there were cost savings, we would pass the savings on to the city, if there were cost increases, we would get the best available pricing and discuss the costs with the City's representatives.

Value Analysis/Value Engineering/ Risk Mitigation

1. What capabilities does your firm have to provide additional Value Analysis/Value Engineering to Job Orders of limited design prior to construction? What is your willingness to provide these services as part of your job order quotation?

With the years of experience between the project team, M.R. Tanner has the capabilities to make suggestions to the City that could decrease the cost of construction and increase the sustainability of the road.

D. Method of Approach


 For example, on the Sun City West Mill and Resurface Phase 2 project, the roads on the project were consistently flat which caused problems with drainage. The job required us to remove the full depth of existing asphalt. Instead of removing all the material from the site, we milled out the edges and pulverized the center. We then used the onsite-generated, pulverized material to increase the crown and improve drainage.


Making this one suggestion saved the County the cost of bringing in more material from offsite sources to increase the crown and improve drainage. The finished product improved and increased the life of the roadway.

With our experience in street maintenance, we are confident in our ability to make valued engineering recommendations which can decrease the cost of construction and increase the life of the road. We are also extremely willing to provide these services as part of your job order quotation.

2. What capabilities do you have to identify and communicate various opportunities for risk mitigation with the City at the time of Job Order development? What risk Avoidance strategies have you commonly employed and shared with Owners to Reduce threats to the project's success?

Between the seven key personnel, we bring over years of experience to the JOC. Working in construction, we all realize that there are risks involved. However, with our experience, we feel that we are able to identify and communicate various opportunities for risk mitigation with the City.

 As an example, on an ARRA project for the City of Phoenix, we were milling 7th Street. Though the project was left extremely clean, the small dust fines in the milled surface would begin to break off and cause a dust problem. This causes issues with both air-borne contaminants and dust violations. In an effort to try and come up with a solution we tried spraying SS1-H right after milling but days before paving. Once the SS1-H set up we would allow traffic to use the lane again. This small procedural change eliminated the risk of dust fines and air-born contaminants. We have since utilized this practice on all full-width milling jobs in high traffic areas.

 Another example, many street maintenance projects require the use of large trucks. We were paving an area in Phoenix where overhead power lines caused concern because they were so low and would be knocked down if the truck had its bed raised. In order to mitigate the risk, we went out prior to construction with the trucking company and expressed our concern. They had a truck base onsite at all times standing by each potential power line risk to ensure that the truck had its bed down prior to crossing the power line.

Subcontractor Selection Plan

M.R. Tanner will select subcontractors based on a combination of experience, qualifications and price while meeting the 3% SBE utilization goal. We will submit our list of proposed subcontractors for prequalification to the MCDOT for approval. For the selection of major subcontractors, M.R. Tanner will pre-qualify a minimum of three subcontractors for each major package or work category.

Before interested subcontractors can submit bids on these packages, they must be pre-qualified by furnishing the following information and meeting the stated criteria:

- Possession of an appropriate contractor's license.
- Ability to meet insurance requirements.
- If required, provide a statement from their surety company verifying bonding capacity and bonding rate.
- Identify and describe projects of similar scope, size and schedule completed by the subcontractor which demonstrates their capacity to perform (include owner, project name, dates performed, name and telephone number).
- Furnish project management team resumes if no previous experience with M.R. Tanner (project manager and project superintendent at a minimum).
- Identify a contract or subcontract held by firm or officer of the firm, which has been terminated within the last five years.

D. Method of Approach

- ➔ Identify any claim arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes.
- ➔ State their ability to provide manpower and resources to meet the project schedule and milestones.
- ➔ Maintenance of a formal safety program.
- ➔ State their current E-Mod rate.

Subcontractors submitting satisfactory responses to the above will be pre-qualified, and then requested to submit a competitive bid. M.R. Tanner will distribute drawings and specifications, and when appropriate, conduct pre-bid conferences with the pre-qualified subcontractors.



SAFETY

Identify your Firm's Safety Manager. List all major Certifications and Training obtained by the Safety Manager. Describe Safety Training protocol provided to Field Staff at a Project site. Provide your Firm's most current Experience Modification Rate (EMR).

M.R. Tanner Construction is committed to construction safety. Weekly on-site meetings and regular safety meetings with the construction crews and staff have allowed the company to maintain an excellent record of safety. The safety plan for the JOC will address:

- ➔ Project safety personnel
- ➔ Project training
- ➔ Accident prevention plan
- ➔ Emergency action plan
- ➔ Hazardous materials
- ➔ Communication plan

In a contract involving multiple scopes, projects and locations, the safety plan will be updated continually to assure safety for all parties involved.

Josh Skinner will be the Safety Officer for this JOC. Josh has his 30 hour safety card, First Aid training, Certified Backflow Specialist, and updates his safety training in various capacities on a quarterly basis.

M.R. Tanner Construction's current Experience Modification Rate is 0.76.