

FY23 Pavement Maintenance - Crack Seal

Contractor	Crack Seal	Contingency
M.R. Tanner Construction	\$46,606.78	\$2,393.22

TOTAL	\$49,000.00
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M. R. TANNER CONSTRUCTION

1327 W. SAN PEDRO STREET GILBERT, AZ 85233

To:	CITY OF EL MIRAGE	Contact:	Cason Chambers
Address:	10000 N EL MIRAGE RD EL MIRAGE, AZ 85335	Phone:	423 876-2953
Project Name:	El Mirage Crack Seal	Fax:	
Project Location:		Bid Number:	
		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION	1.00	EACH	\$6,000.00	\$6,000.00
2	CRACK SEAL	23,000.00	LB	\$1.65	\$37,950.00
Bid Price Subtotal:					\$43,950.00
City Of El Mirage 1.95%:					\$857.03
Maricopa County & State Tax 4.10%:					\$1,799.75
Total Bid Price:					\$46,606.78

Notes:

- The above prices do not include Performance and Payment Bond.
- The above prices do not include Permits. Any required permit will be billed to owner at cost plus tax

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC.</p> <p>Authorized Signature: _____</p> <p>Estimator: Josh Skinner 480-633-8500 jskinner@mrtanner.com</p>
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Pavement Management Program

Project Number: 62052
Total Capital Cost: \$4,500,000.00

Department: Highways and Streets
Type: Capital Improvement

Request description:

The pavement management program is a 30-year plan to preserve and extend the life of city streets through a variety of maintenance practices. These include seal coating, mill and overlay, and reconstruction projects.

The 2021 National Community Survey found that 67% of El Mirage residents rank the quality of city pavement highly, 76% consider it easy to travel by car in the city, and 67% feel it is important to focus on the overall quality of the transportation system in the next 2 years.

Modified - Added \$900,000 in costs for FY27.

Capital Costs	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Planning						\$0.00
Design						\$0.00
Engineering						\$0.00
Land/Right-of-way						\$0.00
Construction/Maintenance	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$4,500,000.00
Other						\$0.00
Total	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$4,500,000.00

Funding Source	FY2023	FY2024	FY2025	FY2026	FY2027	Total
111 - General Fund						\$0.00
114 - Court						\$0.00
121 - Court Enhancement						\$0.00
128 - Towing						\$0.00
131 - HURF	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$4,500,000.00
141 - LTAF						\$0.00
148 - CDBG						\$0.00
149 - Special Projects						\$0.00
156 - Capital Streets						\$0.00
511 - Water						\$0.00
516 - Ranchettes						\$0.00
541 - Sewer						\$0.00
591 - Sanitation						\$0.00
Total	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$900,000.00	\$4,500,000.00

Account Codes (Capital Costs):

131-5-3581-657 \$4,500,000.00
\$4,500,000.00

Additional Information

Type of Project Resurface Current Road
 Strategic Priority Superior Infrastructure
 Division Operations
 Grant Funding No
 Bond Eligible No
 Project Status Modified

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
M.R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.**

**CONTRACT NO. 2020003.05
CHANGE ORDER #2**

Pursuant to the Job Order Contract for Road Construction Services between the City of Buckeye, an Arizona municipal corporation (the "City") and M.R. Tanner Development and Construction, Inc., an Arizona corporation (the "Contractor"), dated May 19, 2020, the following changes apply:

The following changes shall be made:

1. The contract term shall be extended from May 20, 2022 through May 19, 2023.
2. Incorporate company structure change from incorporated to limited liability company.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

[Signature page to follow]

THEREFORE, the City of Buckeye by its Manager, Construction and Contracting has hereunto subscribed his name Apr 28, 2022.

CITY OF BUCKEYE

CA Williams

Christopher A. Williams, Manager
Construction and Contracting Division

CONTRACTOR:
M.R. TANNER DEVELOPMENT AND
CONSTRUCTION, LLC

AE

Alan Evans, President









City of Buckeye JOC Contract 2020003.05, CO #2 Extension - M.R. Tanner

Final Audit Report

2022-04-28

Created:	2022-04-27
By:	Purchasing Buckeye (purchasing@buckeyeaz.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3U3ydFHUCmWlzMrW54GO4a1jk6wOTzSV

"City of Buckeye JOC Contract 2020003.05, CO #2 Extension - M.R. Tanner" History

-  Document created by Purchasing Buckeye (purchasing@buckeyeaz.gov)
2022-04-27 - 11:40:31 PM GMT - IP address: 174.78.95.30
-  Document emailed to alan evans (aevans@mrtanner.com) for signature
2022-04-27 - 11:41:17 PM GMT
-  Email viewed by alan evans (aevans@mrtanner.com)
2022-04-28 - 0:13:59 AM GMT - IP address: 68.109.155.38
-  Document e-signed by alan evans (aevans@mrtanner.com)
Signature Date: 2022-04-28 - 0:14:31 AM GMT - Time Source: server- IP address: 68.109.155.38
-  Document emailed to CA Williams (cwilliams@buckeyeaz.gov) for signature
2022-04-28 - 0:14:33 AM GMT
-  Email viewed by CA Williams (cwilliams@buckeyeaz.gov)
2022-04-28 - 5:09:28 PM GMT - IP address: 104.47.64.254
-  Document e-signed by CA Williams (cwilliams@buckeyeaz.gov)
Signature Date: 2022-04-28 - 5:09:44 PM GMT - Time Source: server- IP address: 70.177.176.67
-  Agreement completed.
2022-04-28 - 5:09:44 PM GMT

**JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
M.R. TANNER CONSTRUCTION, LLC.**

Contract Number: 2020003.05

This JOB ORDER CONTRACT FOR ROAD CONSTRUCTION SERVICES (the "Contract") is made and entered into, by and between the City of Buckeye, an Arizona municipal corporation (the "City") and M.R. Tanner Construction, LLC., an Arizona limited liability corporation (the "Contractor"). This Contract is for Road Construction 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 "Road Construction Services" (the "RFQ") incorporated herein by reference, seeking proposals from vendors interested in providing construction 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 Road Construction Services for the City. 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".

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.

**ARTICLE 24
E-VERIFY**

1. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, the Vendor and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Vendor’s or its subconsultant’s failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.
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.

**ARTICLE 25
ISRAEL**

1. 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.

[Signature Page to Follow]

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this _____.

CITY:

THE CITY OF BUCKEYE, ARIZONA
an Arizona Municipal corporation

By: _____
Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CA Williams

Christopher A. Williams, Manager
Construction & Contracting

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

M.R. TANNER CONSTRUCTION, LLC.

alan evans

Alan Evans, President