

# M.R. TANNER

## PAVEMENT MAINTENANCE

1327 West San Pedro Street · Gilbert, Arizona 85233-2403  
 Phone (480) 633-8500 · Fax (480) 633-8111

[www.sealthedeal.expert](http://www.sealthedeal.expert)  
[www.mrtanner.com](http://www.mrtanner.com)

To: Town of Youngtown  
12030 N Clubhouse Square  
Youngtown, Az 85363

Attention: N/A  
 Email: N/A

## PROPOSAL / CONTRACT

CLASS A LICENSE NO. 111576-A  
 An Equal Opportunity Employer

Date: 10/25/2018

Job Name: Street Resurfacing Project 2018  
 Location: Agua Fria Ranch  
Youngtown, AZ

Proud Members of:



We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications and per the requirements of the governing municipality.

### PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	AMOUNT
<b>Street Resurfacing Project 2018</b>				
1	ATTACHMENT A: AGUA FRIA RANCH CRACK SEAL & SEAL COAT PER THE BID INSTRUCTIONS SCOPE OF WORK ON EXHIBIT A	1	LS	
<input type="checkbox"/> THIS PROJECT IS A MRRA JOB PER THE AZDOR STANDARDS <input checked="" type="checkbox"/> M.R. TANNER CONSTRUCTION IS ACTING AS A PRIME CONTRACTOR ON THIS PROJECT				
<b>TOTAL (INCLUDING ALL APPLICABLE SALES TAX)</b>				<b>\$ 112,500.00</b>

**Notes:** M.R. Tanner is not responsible for any existing unstable subgrade material & any related cost will be billed as a change order. Due to unstable oil prices, material suppliers are unable to guarantee pricing beyond 30 days. Any proposal not executed within 30 days **MAY** be considered void and subject to re-bid. If vehicles need to be moved for work to commence you will be charged \$150.00 per vehicle to be moved. Pricing is subject to completing all the items listed in this proposal. In the event that any item(s) are deleted or omitted, unit pricing is subject to change. **Areas where "alligatoring" has occurred will NOT be treated with crack fill material.**

Payment to be based on actual field-measured quantities unless otherwise stated. Payment due upon completion of work.  
 Interest will be charged at the rate of 2.5% per month on all late balances. Any and all costs or fees necessary for pursuit of the incurred in the collection of this account will be paid by the owner.

**Warranty:** M.R. Tanner Pavement Maintenance will provide a TWO year warranty on workmanship & materials and agree to be responsible for repairs that are deemed our responsibility. Severe weather, abuse, acts of God, vandalism and normal wear and tear are NOT covered by this warranty.

### ACCEPTANCE OF PROPOSAL/CONTRACT

The above prices, specifications, conditions and specific/special conditions contained in this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be provided prior to the commencement of work. **By signing this document you are accepting the terms of all three pages contained herein.**

#### M. R. TANNER CONSTRUCTION

Signature:

By: Beau Tanner

Title: Director of Sales

Date: 10/25/18

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

That Bidder has received and reviewed all Addenda Nos. N/A issued for this Bid. (Bidder's failure to list all Addenda numbers issued shall be grounds for rejection of the Bid).

[Signature]  
Name Alan Evans

PRESIDENT  
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 25 day of October, 2018, by Candy Baker.

[Signature]  
Notary Public

My Commission Expires:

02/19/20



## **Contract Schedule:**

Work to be completed prior to January 1, 2019

Total days needed to finish project: 14 days

**BID BOND**

(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

M.R. Tanner Development and Construction, Inc.

That we, dba: M.R. Tanner Construction \_\_\_\_\_, (hereinafter "Principal"), and the Liberty Mutual Insurance Company \_\_\_\_\_, a corporation duly organized under the laws of the State of Massachusetts \_\_\_\_\_, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Youngtown, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Youngtown, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for \_\_\_\_\_

2018 Street Resurfacing Project

NOW, THEREFORE, if Youngtown shall accept the Bid of the Principal and the Principal shall enter into a Contract with Youngtown, in accordance with the terms of such bid and give the Bonds and Certificates of Insurance as specified in the Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to Youngtown the difference not to exceed the penalty of the bond between the amount specified in the Bid and such larger amount for which Youngtown may in good faith Contract with another party to perform the Work covered by the Bid, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Signed and sealed this 8th day of October, 2018.

M.R. Tanner Construction and Development, Inc.  
dba: M.R. Tanner Construction  
Principal

Title

Witness:



Liberty Mutual Insurance Company  
Surety

Title David G. Jensen, Attorney-In-Fact

**Witness:**

Kristin D. Thurber  
Kristin D. Thurber

**Address of Surety:**

175 Berkeley Street

Boston, MA 02116

**\* Attach Power of Attorney**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8178963

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy L. Baich; James A. Bracy; Erin Brown; Terry Crull; David G. Jensen; Kristin D. Thurber

all of the city of Scottsdale, state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of August, 2018.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of October, 2018



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## **Brief Description of the Bidders Firm**

- A. Office Location:** Gilbert, AZ
- B. Length of time in business:** 25 years
- C. Total Number of employees:** 75 Employees (all local)
- D. Principals**
  - i. Maury Tanner (CEO)
  - ii. Greg Marsh (President)
  - iii. Kevin Day (Secretary/Treasurer)
- b. License Number:** 111576 A – General Engineering
- E. Services provided by M. R. Tanner Construction:**
  - a. M.R. Tanner Construction is a privately held, locally owned and operated general contractor and construction manager, specializing in paving, resurfacing, pavement restoration, crack fill, seal coat, slurry seal and striping projects. Since the company's inception in January of 1993, M.R. Tanner Construction's success is attributed to the strong relationships developed with each client, subcontractor and supplier on every project. The company has completed pavement overlays 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.
- F. Experience in providing similar services within the last three years**
  - a. See attached spreadsheet
- G. Three Reference:**
  - a. Josh Wagner (City of Chandler) – 480-215-9266
  - b. Fermin Camacho (City of Surprise) – 623-252-7294
  - c. Matt Glock (City of Phoenix) – 602-402-7592

## **Subcontractors**

- A.** M. R. Tanner Construction has a great and long standing relationship with all of our subcontractors. On this specific project, we will self-perform all work and will not need to utilize any subcontractor.

## **Project Team**

- 1. Alan Evans
  - a. Corporate Representative
  - b. Alan has been acting President of M. R. Tanner Construction for the last 4 years and will serve as the corporate contact for this project.
  - c. He has experience on over 20 projects for the City of Phoenix, Scottsdale, Chandler, Surprise, Glendale, Queen Creek and Gilbert Projects.
  - d. Alan will not be substituted without prior approval from Town of Youngtown
- 2. Eric Marsh
  - a. Project Manager/Superintendent
  - b. Eric has been acting PM and Superintendent for pavement maintenance projects for M. R. Tanner Construction for the last 4 years and will serve as the PM/Superintendent for this project.

- c. He has experience on over 20 projects for the City of Phoenix, Scottsdale, Chandler, Surprise, Glendale, Queen Creek and Gilbert Projects.
- d. Eric will not be substituted without prior approval from Town of Youngtown

**Relevant Experience**

Town of Young Town 2017 – Performed Crack Sealing and Seal Coat - \$114,340

City of Phoenix 2019 Crack seal program - \$5,000,000

Paradise Valley 2018 Crack Seal & Seal Coat - \$360,000



**M. R. TANNER CONSTRUCTION**  
**PROJECTS COMPLETED AS PRIME CONTRACTOR FOR PUBLIC AGENCIES IN LAST THREE YEARS**

<b>Contract Date</b>	<b>Project</b>	<b>Type of Work</b>	<b>Contract Amount</b>	<b>Owner's Name and Address</b>
4/00/15	2015 Major & Collector Street Overlay Program ST87400229 JOA 48	Pavement Maint	\$ 691,500.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
07/00/15	2016 Residential Street Overlay Program Job Order Agreement 58	Pavement Maint	\$ 1,605,500.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
07/00/15	2016 Major Collector Street Overlay Job Order Agreement 64	Pavement Maint	\$ 1,653,642.50	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
07/00/15	2016 Major Collector Street Overlay Program Job Order Agreement 65	Pavement Maint	\$ 1,144,727.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
05/00/16	2016 T2050 Major Street Overlay Program Job Order Agreement 68	Pavement Maint	\$ 1,057,300.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
08/00/2017	2017 Residential Street Overlay Job Order Agreement 72	Pavement Maint	\$ 1,334,600.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
08/00/2017	2017 Residential Street Overlay Job Order Agreement 73	Pavement Maint	\$ 856,040.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
08/00/2017	2017 Residential Street Overlay Job Order Agreement 74	Pavement Maint	\$ 1,145,300.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
08/00/2017	2017 Residential Street Overlay Job Order Agreement 75	Pavement Maint	\$ 1,633,320.00	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
09/00/17	2018 T2050 Arterial Street Overlay Job Order Agreement 1	Pavement Maint	\$ 769,183.79	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
09/00/17	2018 T2050 Arterial Street Overlay Job Order Agreement 2	Pavement Maint	\$ 1,366,953.91	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
09/00/17	2018 T2050 Residential Street Overlay Job Order Agreement 3	Pavement Maint	\$ 1,243,166.61	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
09/00/17	2018 T2050 Residential Street Overlay Job Order Agreement 4	Pavement Maint	\$ 1,005,668.63	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
09/00/17	2018 T2050 Residential Street Overlay Job Order Agreement 5	Pavement Maint	\$ 1,123,041.42	City of Phoenix 200 West Washington Street Phoenix, Arizona 85003
	<b>TOTAL</b>		<b>\$ 16,629,943.86</b>	