

# 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: Gary Loving

5070 N. Weatherford Rd.  
Flagstaff, AZ 86001

Attention: Gary - (928) 607-5224

Email: [gloving@npgcable.com](mailto:gloving@npgcable.com)

## PROPOSAL / CONTRACT

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

Date: 12/27/2016

Job Name: Weatherford Rd - PMM

Location: 5070 N. Weatherford Rd.  
Flagstaff, AZ 86001

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>Weatherford Rd - PMM</b>				
1	SWEEP & CLEAN THE ENTIRE SITE INCLUDING THE CRACKS AND LOOSE DEBRIS	1	LS	
2	SEAL CRACKS 1/4" OR LARGER WITH DEERY 220	3,600	LF	
3	APPLY <b>SEALMASTER PMM</b> SEAL COAT AT A RATE OF .35 PER SQUARE YARD	3,930	SY	
4	TRAFFIC CONTROL	1	DAY	
5	MOBILIZATIONS	1	EA	
<b>COST BREAK DOWN PER HOUSE: (INCLUDED IN TOTAL BID AMOUNT)</b>				
MAIN DRIVE (WEATHERFORD RD) - 2700 SY OF CRACK/SEAL = \$5,265				
5150 N. WEATHERFORD RD. - TOUCH UP SCUFF MARKS = \$115				
5070 N. WEATHERFORD RD. - 800 SY OF CRACK/SEAL = \$1,560				
5351 N. WEATHERFORD RD. - 430 SY OF CRACK/SEAL = \$838.50				
<input checked="" type="checkbox"/>	THIS PROJECT IS A MRRA JOB PER THE AZDOR STANDARDS			
<input type="checkbox"/>	M.R. TANNER CONSTRUCTION IS ACTING AS A PRIME CONTRACTOR ON THIS PROJECT			
<b>TOTAL (INCLUDING ALL APPLICABLE SALES TAX)</b>				<b>\$ 7,778.50</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. 90% monthly progress draws on completed work with the final 10% due after completion 30 days and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily 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: Pavement Maintenance Sales

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

Firm Name: PRIVATE Road

Signature: [Signature]

Accepted by: GARY A LOVING

Title: PRIVATE

Date: 12/29/2016

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### SPECIAL CONDITONS

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Job Name: Weatherford Rd - PMM

Location: 5070 N. Weatherford Rd.

Flagstaff, AZ 86001

### SPECIAL CONDITONS

- 1 M.R. TANNER IS NOT RESPONSIBLE FOR ANY UTILITY LINES INCLUDING BUT NOT LIMITED TO WATER, ELECTRICAL, CABLE, GAS, COMMUNICATIONS, SPRINKLERS OR DRIP LINES.
- 2 SHOULD THE ASPHALT THICKNESS INDICATED IN THE PROPOSAL EXCEED THE DEPTH STATED, THE OWNER WILL BE RESPONSIBLE TO AUTHORIZE ADDITIONAL FUNDS TO COMPLETE THE PROJECT.
- 3 ANY PRE-EXISTING ADA COMPLIANCE ISSUES ARE EXCLUDED UNLESS SPECIFICALLY STATED IN THIS PROPOSAL.
- 4 WORK PERFORMED ON WEEKENDS **MAY** INCUR ADDITIONAL CHARGES.
- 5 M.R. TANNER IS NOT RESPONSIBLE FOR ANY ASPHALT FAILURES COMPACTED BY 3RD PARTIES.
- 6 M.R. TANNER IS NOT RESPONSIBLE FOR PONDING WATER WHERE THE GRADE IS LESS THAN 2%.
- 7 M.R. TANNER WILL NOT PROVIDE A WARRANTY WHEN WE ARE REQUIRED TO PAINT OVER PREVIOUSLY APPLIED PAINT OR STENCILS.
- 8 IMPORT OR EXPORT OF MATERIAL IS NOT INCLUDED UNLESS NOTED IN THE PROPOSAL.
- 9 AREAS THAT CONTAIN EXISTING SEAL COAT THAT IS FLAKEY OR APPEARS TO BE LOOSE AND UNSTABLE CANNOT NOT BE WARRANTED BY M.R. TANNER.
- 10 THERE IS NO WARRANTY FOR ANY GRATUITIOUS ITEMS OR WORK PERFORMED BY M.R. TANNER.
- 11 M.R. TANNER WILL CLEAN AND PRIMER OIL SPOTS TO THE BEST OF THEIR ABILITY. WE CANNOT GUARANTEE THAT TREATED AREAS WILL NOT FLAKE OR PEEL OFF.
- 12 M.R. TANNER WILL NOT BE RESPONSIBLE FOR TRAFFIC CONTROL MOVED BY THIRD PARTIES. THIS INCLUDES ANYONE WHO MOVES OR MODIFIES THE TRAFFIC CONTROL PROVIDED BY M.R. TANNER OR IT'S SUB-CONTRACTORS.
- 13 WE ARE NOT RESPONSIBLE FOR PEDISTRIAN OR BICYCLE TRAFFIC THAT WALKS OR RIDES THROUGH FRESH SEAL COAT.
- 14 CRACK FILL IS QUANTIFIED IN LINEAR FEET FOR BIDDING PURPOSES. PLEASE NOTE THAT CRACK FILL QUANTITY IS BASED THE WIDTH AND DEPTH OF THE CRACK WHICH MAY INCREASE OR DECREASE THE LINEAR FOOTAGE SHOWN ON THE PROPOSAL.
- 15 OVERLAYED PROJECTS ARE SUBJECT TO REFLECTIVE CRACKING AND ARE NOT WARRANTED.

# **CONTRACT CONDITIONS**

## **DEFINITIONS:**

**OWNER** – The legal owner, his agent, or in the event this proposal is a sub-bid to another contractor, the prime contractor or contractor to whom bid is submitted.

**CONTRACTOR** - M.R. TANNER CONSTRUCTION

## **QUALIFICATIONS:**

1. The quantities stated herein are approximate and should be used only as a guide. The computation of actual sums shall be based on field measurements of the completed items. If a lump-sum contract is agreed upon, Contractor reserves the right to additional income (per unit prices) if after field measurement verification more work was performed than that which the drawings indicated.
2. The proposal is subject to change if not accepted within thirty (30) days of the date hereon.  
  
This proposal is based on plans, specifications and approximate quantities as submitted and stated herein and shall not be valid if portions are deleted, postponed or phased out into several jobs rather than one as described herein.
3. Unless otherwise specified herein, the engineering shall be furnished by the Owner. The engineering shall include adequate approved plans, drawings and specifications, layout and line grade staking, including marking and flagging the location of all appurtenances such as driveways, alley entrances, drainage depressions, inlet boxes, etc. The Owner shall be responsible for the correctness of the engineering and hereby agrees to reimburse Contractor for any and all costs incurred or made necessary to correct work caused by, or the fault of erroneous engineering or layout performed by the engineer or Owner.
4. The cost of bonds, permits, inspection fees, laboratory field tests of materials or properties, or anything not specifically mentioned shall be furnished and paid for by the Owner separately and apart from the prices quoted herein unless otherwise stated on the Proposal of Work.
5. The Owner shall be responsible for coordinating the work of other contractors, so as not to interfere or conflict with the progress of this Contractor and shall be responsible for and see to it that all utilities have been properly installed, tested and accepted so as not to fail, interfere with or cause damage to the adjacent work proposed herein.
6. This bid is based on the Engineer's drawings. Anything not shown on drawings and plans will be considered as an extra and shall be charged as extra work beyond proposal contract.
7. This bid is based on the availability of the necessary construction materials, i.e., cement, asphalt, and water. Should any shortage occur which is not within M.R. TANNER CONSTRUCTION'S control, M.R. TANNER CONSTRUCTION will not be held liable for any damages or costs which may result from such shortage.
8. Should there be a sudden oil increase resulting from international affairs beyond our control, M.R. TANNER CONSTRUCTION the right to renegotiate paving prices proportionate with the actual oil increases from the date of the original contract proposal.
9. If this bid is based on a non-approval set of plans, M.R. TANNER CONSTRUCTION reserves the right to revise prices after final approval.
10. Bid is also based on the soils report noted on front of proposal. If no report is acknowledged, we reserve the right to price renegotiations upon receiving the report.
11. This proposal is based on one move on and off for each phase of the work, i.e., pre-grade, concrete work, paving. Any additional move in will be billed to Owner on a time and material basis.
12. Any alteration or deviation from this proposal and the above specifications involving extra cost of material or labor will only be executed upon written order for same, and will become an extra charge over and above the sum mentioned in this contract. Any reduction in the cost of materials or labor, or in the total amount of this contract, must also be in writing. All agreements must be made in writing.

13. M.R. TANNER CONSTRUCTION will not be responsible for lost or missing manhole rings, covers, steps, and/or water valve hardware unless the adjustments of said item is included in this contract.
14. If this contract does not include concrete work, then backfilling of curbs and sidewalk or parkway grading are not included.
15. M.R. TANNER CONSTRUCTION will not be responsible for removal of dirt generated by sewer, water, and utility trenching.
16. Unless otherwise noted on Proposal of Work, bid excludes import or export of dirt, footing over-excavation, stripping of native soils, backfill of planters, providing of topsoil, or hand raking for landscaped areas.
17. Contractor to maintain proper workers' compensation insurance and comply with Arizona contractor license regulations. Contractor will complete said job without undue delay, provided, however, the Contractor shall be excused for delays resulting from circumstances beyond its control, such as strikes, lockouts, work stoppages, shortages of materials, acts of God, and delays caused by orders of governmental offices or agencies.
18. The Owner shall be responsible for the removal, relocation, or adjustment of all obstacles or utilities appurtenant to or in the way of this work, unless such removal, relocation, or adjustments are included here as bid items and/or a price agreed upon and awarded as extra work apart from this proposal. Contractor is not responsible for any damage to utility lines placed less than 36 inches under subgrade.
19. In the event Contractor deems it necessary to file a mechanic's lien to secure payment of any money due under this contract, or for the breach thereof, Owner, in either event, agrees to pay, in addition to any and all other sums, a reasonable sum as and for attorney's fees and any and all costs and expenses incurred and/or paid by Contractor.
20. Unless specifically noted otherwise herein, M.R. TANNER CONSTRUCTION assumes no liability for the payment of any sales taxes levied as a result of the work performed hereunder. Owner hereby agrees to indemnify and hold M.R. TANNER CONSTRUCTION harmless from any and all sales tax liability relating to the work performed hereunder. Owner agrees to provide M.R. TANNER CONSTRUCTION with their sales tax number as well as a properly executed sales tax affidavit acknowledging its sales tax liability prior to the commencement of any work hereunder.
21. Crack Fill, Seal Coat & Slurry Seal are subject to scuffing when "power steering turns" occur. Driving on newly coated surfaces that are barricaded off will be subject to additional charges. M.R. Tanner Construction will not be liable for any damage due to negligence by others. Irrigation should be off during the duration of the work.

## **TERMS OF PAYMENT:**

**PARTIAL** - Not later than the 15th of each calendar month the Owner will make partial payment to the Contractor of not less than ninety percent (90%) of the estimate submitted by Contractor for work completed through the ending (last) day of the preceding month.

**FINAL**— Within thirty (30) days after the Contractor has completed the work under this contract and its acceptance, the Owner will pay the Contractor all amounts due him under the provisions of this contract.

1. The Contractor reserves the right to stop work or cancel contract if contract if payments are not made in accordance with the terms of terms of this agreement.
2. If the job is delayed sixty (60) days for any reason not agreed to or not caused by M.R. TANNER CONSTRUCTION, all retention shall retention shall be due and payable.
3. Unless otherwise agreed upon, work yet to be performed and/or monies due or owed by M.R. TANNER CONSTRUCTION under other contract agreements shall have no bearing or effect on the payment terms, total contract amount, or balances due at anytime during the course of this contract.