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## **SECTION 00300 - BID FORM**

### **1. Project Identification.**

- 1.1. This project is for the demolition of properties located within the Heritage District and bounded by Honeycutt Road on the north, 4<sup>th</sup> Street on the east, Maricopa Casa Grande Highway on the south, and State Route 347 on the west.

### **2. Bid Submission.**

- 2.1. Bid to be submitted to City of Maricopa, Purchasing Office, 39700 W. Civic Center Plaza, Maricopa, Arizona 85138.
- 2.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in substantial conformance to the form included in the Bid Documents to perform and furnish all Work as specified or indicated in the Bid Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.
- 2.3. Bidder accepts all of the terms and conditions of the Call for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid Opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds and other documents required by the Bid Requirements within seven (7) days after the date of OWNER's Notice of Award.
- 2.4. In submitting this bid, Bidder represents, as more fully set forth in the Agreement, that:
- 2.4.1 Bidder has examined and carefully studied the Bid Documents and the following Addenda receipt of all listed are hereby acknowledged: (List Addenda by Addendum Number)  
Addendum #1; Addendum #2; Addendum #3
- 
- 2.4.2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 2.4.3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 2.4.4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Section 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the General Conditions of the extent of the data contained in such reports and drawings upon which Bidder is entitled to rely as provided in Section 4.2.1 of the General Conditions.

Bidder acknowledges that such reports and drawings are not Bid Documents and may not be complete for Bidder's purposes. Bidder acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bid Documents.

- 2.4.5. Bidder is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Bid Documents.
- 2.4.6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bid Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bid Documents.
- 2.4.7. Bidder has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bid Documents and the written resolution thereof by OWNER, is acceptable to Bidder, and the Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 2.4.8. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any person, firm or corporation to refrain from bidding; and Bidder has not sought collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**EXHIBIT C**  
**IFB 18-DSD01082018**  
**HERITAGE DISTRICT DEMOLITION**  
**BID SCHEDULE**

ITEM NUMBER	DESCRIPTION	QUANTITY	U/I	UNIT PRICE	TOTAL PRICE
1	Demolish and dispose of existing structure at 44548 W. Maricopa Casa Grande Highway	1	JB	\$	\$ 2,500.00
2	Demolish and dispose of existing structure at 44536 W. Burkett Ave	1	JB	\$	\$ 1,500.00
3	Demolish and dispose of existing structure at 44378 W. Maricopa Casa Grande Highway	1	JB	\$	\$ 15,000.00
4	Demolish and dispose of existing structure at 19514 N Pershing Ave	1	JB	\$	\$ 3,500.00
<b>TOTAL BASE BID (Items 1 through 4)</b>				\$ 22,500.00	

**BIDDERS ARE INSTRUCTED TO COMPLETE THE ABOVE BID SCHEDULE  
AND SUBMIT IT WITH THEIR BID.**



- 2.5. **Bid Schedule.** Bidder will complete the Work in accordance with the Bid Documents and accept in full payment for the Work items listed below, the following Unit Prices and/or Bid Prices, as applicable:

Bidder's Schedules can be found in separate ATTACHMENT documents located in the Bid Opportunities notice on the City of Maricopa website.

[www.maricopa-az.gov](http://www.maricopa-az.gov)

That information is hereby declared to be official content within this document, as if it was fully reproduced and provided herein. The offeror is also notified that the following instructions are to be complied with for use of the Bid Schedules.

THE BASE BID AND THE TOTAL OF THE BASE BID AND ALL BID ALTERNATES DOLLAR VALUES WILL BE ANNOUNCED AT THE BID OPENING.

**3. Time of Completion.**

- 3.1. Bidder agrees that the Work will be substantially complete within fifteen (15) calendar days after the Notice To Proceed (NTP) as provided in Section 2.3 of the General Conditions, and completed and ready for final payment in accordance with Sections 14.13 and 14.14 of the General Conditions within thirty (30) calendar days of the notice to proceed date. NTP will be issued within thirty (30) calendar days after notice of award from the City. If the City has failed to provide materials that are sensitive to the schedule the Contractor will provide written notice to the City and will be given an extension by the amount of days that the materials were not available to the Contractor.
- 3.2. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

**4. Attachments to Bid.**

- 4.1. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid Bond or Security in the form of a certified or cashier's check, or on the Bid Bond or Security provided (Section 00310), for an amount not less than ten percent (10%) of the Bidder's Base Bid and Bid Alternates (attach to front of Bid).
  - (b) Bidder's Questionnaire (Section 00320).
  - (c) List of Subcontractors (Section 00330).
  - (d) Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (Section 00340).
  - (e) Federal Certifications (Section 00350)
  - (f) Non-collusion Affidavit (Section 00360)
  - (g) Bid Schedule (Section 00300-2)

**5. Bid Terms.**

- 5.1. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.  
Submitted on April 18, 2018, 2018.

Arizona Contractor (person or firm name) Breinolt Contracting Co., Inc Classification: KA , KB-1  
Effective Through: 5/31/2018  
License Number: 195804, 195805 (attach copy of license)

**5.2. If Bidder is an Individual:**

Name of Individual: \_\_\_\_\_

Name & Title of Person  
Authorized to sign: \_\_\_\_\_

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

Doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

**5.3. If Bidder is a Partnership:**

By: \_\_\_\_\_  
(NAME OF PARTNERSHIP)

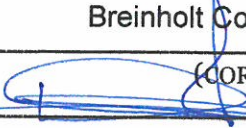
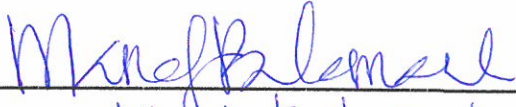
Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

5.4. **If Bidder is a Corporation:**

By: Breinholt Contracting Co., Inc.  
(CORPORATION NAME)  
Signature:   
Name and Title: Devin Breinholt, President  
Attest:   
Name and Title: Mandy Bestman, Project Administrator  
Business Address: 1955 W. Commerce Ave., Gilbert AZ. 85233  
Phone Number: 602.322.1100 FAX Number: 480.497.4677  
State of Incorporation: Arizona

**COMPLETE CORPORATE RESOLUTION**

5.5. **If Bidder is a Joint Venture:**

Name of Individual: _____	Name of Individual: _____
Name & Title of Person Authorized to sign: _____	Name & Title of Person Authorized to sign: _____
Signature: _____	Signature: _____
Doing business as: _____	Doing business as: _____
Business Address: _____	Business Address: _____
Phone Number: _____	Phone Number: _____
FAX Number: _____	FAX Number: _____

By: _____ (NAME OF PARTNERSHIP)  Signature: _____  Name and Title: _____  Business Address: _____ _____  Phone Number: _____  FAX Number: _____  E-Mail: _____	By: _____ (NAME OF PARTNERSHIP)  Signature: _____  Name and Title: _____  Business Address: _____ _____  Phone Number: _____  FAX Number: _____  E-Mail: _____
By: _____ (CORPORATION NAME)  Signature: _____  Name and Title: _____  Attest: _____  Name and Title: _____  Business Address: _____ _____  Phone Number: _____  FAX Number: _____  State of Incorporation: _____	By: _____ (CORPORATION NAME)  Signature: _____  Name and Title: _____  Attest: _____  Name and Title: _____  Business Address: _____ _____  Phone Number: _____  FAX Number: _____  State of Incorporation: _____

## COMPLETE CORPORATE RESOLUTION

### 5.6. Phone and Address for receipt of official communications:

Breinholt Contracting Company, Inc. Phone - 602.322.1100

1955 W. Commerce Ave., Gilbert AZ. 85233

City of Maricopa  
PROJECT NAME: Heritage District Demolition

INVITATION FOR BIDS

**CERTIFIED COPY OF RESOLUTION OF  
BOARD OF DIRECTORS OF**

Breinholt Contracting Company, Inc.

(NAME OF CORPORATION)

RESOLVED that Devin Breinholt, President  
(Person Authorized to Sign) (Title)

of Breinholt Contracting Company, Inc. be authorized to sign and submit the Bid or proposal  
(Name of Corporation)

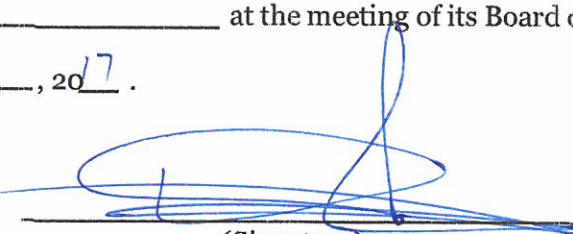
of this corporation for the following project:

Heritage District Demolition

The foregoing is a true and correct copy of the resolution adopted by \_\_\_\_\_  
(Name of Corporation)

Breinholt Contracting Company, Inc. at the meeting of its Board of

Directors held on the 14 day of DECEMBER, 2017.

By:   
(Signature)

Title: President

*(This form must be completed if the Bidder is a corporation.)*



**SOLICITATION IFB 18DSD01082018**  
**ADDENDUM 1**  
**Heritage District Demolition**

An **original signed copy** of this addendum shall be received by the City of Maricopa Purchasing Office with your bid or prior to the solicitation due date and time. This solicitation is amended as follows:

**SECTION 00100 – INSTRUCTIONS TO BIDDERS**

- Section 00100 is amended to add subsection 20, **Project Schedule**, to the solicitation. See attached.
- Subsection 15.6 is amended to change sixty (60) days to forty-five (45) days. See attached.
- Subsection 18.1 is amended to change fifteen (15) days to seven (7) days. See attached.

**SECTION 00300 – BID FORM**

- Subsection 2.3 is amended to change ninety (90) calendar days to sixty (60) calendar days, and fifteen (15) days to seven (7) days. See attached.
- Subsection 3.1 is amended to change thirty (30) calendar days to fifteen (15) calendar days (in first sentence), and forty-five (45) calendar days to thirty (30) calendar days. See attached.

**SECTION 00500 – AGREEMENT**

**Article 3 – CONTRACT TERMS**

- Subsection 3.1 is amended to change thirty (30) calendar days to fifteen (15) calendar days, and forty-five (45) calendar days to thirty (30) calendar days. See attached.

**SECTION 00700 – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

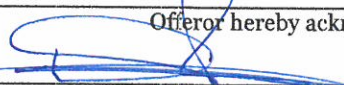
**Article 2 – PRELIMINARY MATTERS**

**Commencement of Contract Times; Notice to Proceed:**

- Subsection 2.3 is amended to change seventy-fifth (75) day to sixtieth (60) day, forty-fifth (45) day to fifteenth (15) day, and June 25, 2018 to June 11, 2018. See attached.

**Please be sure to include a signed original of this Addendum Form with your submittal. Failure to include a signed original Addendum will result in your firm being deemed as non-responsive.**

**ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN UNCHANGED**

Offeror hereby acknowledges receipt and understanding of the above amendment.			
		April 18, 2018	
Signature		Date	
Devin Breinholt, President		Breinholt Contracting Co., Inc.	
Name and Title		Company Name	
		1955 W. Commerce Ave.	
		Address	
		Gilbert	AZ. 85233
		City	State Zip

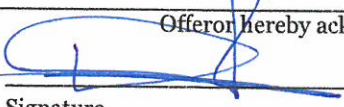
**SOLICITATION IFB 18-DSD01082018**  
**ADDENDUM 2**  
**Heritage District Demolition**

An **original signed** copy of this addendum shall be received by the City of Maricopa Purchasing Office with your bid, or prior to the solicitation due date and time. This solicitation is amended as follows:

- I. A pre-bid meeting was held for this requirement on April 5, 2018 at The City of Maricopa City Hall Building. The following items are a result of this meeting.
  1. The sign-in sheet is posted on The City of Maricopa website as "Heritage District Demolition Pre-Bid Sign-in Sheet", under <http://www.maricopa-az.gov/web/purchasing>, View BID Opportunities.
  2. A list of questions and answers from this meeting are attached to this Addendum.
- II. The IFB is further amended as indicated below.  
**SECTION 00700 – EXHIBIT C – BID TAB**  
Bid Tab page is replaced by attached Bid Schedule. Bidders are instructed to complete this Bid Schedule and submit it with their bids.

**Please be sure to include a signed original of this Addendum Form with your submittal. Failure to include a signed original Addendum will result in your firm being deemed as non-responsive.**

**ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN UNCHANGED**

Offeror hereby acknowledges receipt and understanding of the above amendment		
	4/18/2018	Breinholt Contracting Co., Inc.
Signature	Date	Company Name
Devin Breinholt, President		1955 W. Commerce Ave
Name and Title		Address
	Gilbert	AZ. 85233
	City	State Zip



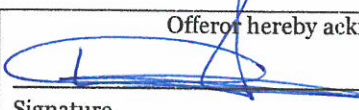
**SOLICITATION IFB 18-DSD01082018**  
**ADDENDUM 3**  
**Heritage District Demolition**

An **original signed** copy of this addendum shall be received by the City of Maricopa Purchasing Office with your bid, or prior to the solicitation due date and time. This solicitation is amended as follows:

1. Vendor submitted questions with answers are attached to this Addendum as Attachment 1.
2. An updated **ATTACHMENT A. TO SECTION 00100: BIDDER'S CHECKLIST**, page 00100-11, is attached to this Addendum as Attachment 2
3. An updated **CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF**, page 00300-7, is attached to this Addendum as Attachment 3.

**Please be sure to include a signed original of this Addendum Form with your submittal. Failure to include a signed original Addendum will result in your firm being deemed as non-responsive.**

**ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN UNCHANGED**

Offeror hereby acknowledges receipt and understanding of the above amendment		
		
Signature	Date	Breinholt Contracting Company
Devin Breinholt, President		Company Name
Name and Title		1955 W. Commerce Ave.
		Address
		Gilbert, AZ. 85233
	City	State Zip

## **SECTION 00500 - AGREEMENT**

**THIS AGREEMENT** is dated as of the 18 day of April in the year 2018 by and between the City of Maricopa organized and existing under and by virtue of the laws of the State of Arizona (hereinafter called OWNER) and Breinholt Contracting Co., Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **Article 1 WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Heritage District Demolition

### **Article 2 \*ENGINEER**

The OWNER has Engineers on staff who are hereinafter called the ENGINEER and who is to assume all duties and responsibilities of and have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. \*Please note: The City of Maricopa has an Engineer on staff.

### **Article 3 CONTRACT TIMES**

- 3.1 The Work will be Substantially Completed within fifteen (15) calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and Complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within thirty (30) calendar days after the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER per MAG Specification Section 108.9 (Table 108.9, "Failure to Complete On Time") for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER per MAG Specification Section 108.9 (Table 108.9, "Failure to Complete On Time"), stated below, for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**108.9 FAILURE TO COMPLETE ON TIME:**

<b>TABLE 108-1</b>		
<b>LIQUIDATED DAMAGES</b>		
<b>Original Contract Amount</b>		<b>Daily Charges</b>
From More Than	To and Including	Calendar Day or Fixed Date
\$ 0	\$ 25,000	\$ 210
25,000	50,000	\$250
50,000	100,000	\$280
100,000	500,000	\$430
500,000	1,000,000	\$570
1,000,000	2,000,000	\$710
2,000,000	5,000,000	\$1,070
5,000,000	10,000,000	\$1,420
10,000,000	—	\$1,780

**Article 4 CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds in accordance with the Bid Form.

**Article 5 PAYMENT PROCEDURES**

5.1 CONTRACTOR shall submit to OWNER and ENGINEER for review Applications for Payment covering Work performed during the preceding calendar month. OWNER and CONTRACTOR mutually agree that OWNER will make a progress payment based on a duly certified (by ENGINEER) and approved (by a duly authorized representative of OWNER) estimate of the Work covered by the corresponding Application for Payment, subject to those conditions stipulated below, in the General Conditions and in other parts of the Contract Documents.

5.1.1 Until the aggregate value of the duly certified and approved Applications for Payment equals fifty percent (50%) of the Contract Price (i.e. 50% completion), OWNER will make payments in an amount equal to 90% of Work completed (i.e. OWNER will retain 10% of each estimate as additional guarantee for complete performance of the Work), less the aggregate of payments previously made and less such deductions as ENGINEER or OWNER determines are appropriate to cover claims requiring a greater sum to be retained (as provided in paragraph 5.3 and elsewhere in the Contract Documents);

5.1.2 Upon fifty percent (50%) completion, one-half of the amounts retained under the 10% retainage provision set forth in Section 5.1.1 above shall be paid to CONTRACTOR, provided CONTRACTOR is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent

(50%) completion, OWNER will retain five percent (5%) of each estimate providing CONTRACTOR is making satisfactory progress, coupled with such deductions as OWNER determines are appropriate to cover claims requiring a greater sum to be retained. If at any time OWNER, with the advice of ENGINEER, determines satisfactory progress is not being made, ten percent (10%) retainage shall be reinstated for all subsequent payments, in accordance with A.R.S. § 34-221.

5.1.3 Except as qualified in paragraph 5.1.2, upon final completion and acceptance of the Work, or designated part of the Work on which separate final completion and acceptance and Contract Price are specified and upon compliance with all other terms and conditions of the Contract Documents, payment may be made in full, including retainage withheld, less such deductions as ENGINEER may recommend or OWNER may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

5.2 In lieu of retention, OWNER will, at the option of CONTRACTOR, accept security, as provided in A.R.S. § 34-221.

5.3 OWNER may deduct from each progress payment and final payment an amount equal to OWNER's estimate of the liquidated damages then due or that would become due based on OWNER's estimate of late completion of the Work, provided CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule.

#### **Article 6 INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with A.R.S. §34-221(J).

#### **Article 7 CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents.

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information

and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given OWNER and ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER, as approved by OWNER, is acceptable to CONTRACTOR, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

*(The remainder of this page is left intentionally blank)*



## **Article 8 CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-8, inclusive).
- 8.2 Addenda numbers \_\_\_\_ to \_\_\_\_, inclusive.
- 8.3 Performance Bond (pages 00610-1 to 00610-4, inclusive) and Payment Bond (pages 00620-1 to 00620-3, inclusive.)
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 Change orders.
- 8.6 General Conditions.
- 8.7 Special Provisions and Exhibits
- 8.8
- 8.9 CONTRACTOR's Bid Form (pages 00300-1 to 00300-8, inclusive).
- 8.10 CONTRACTOR's List of Subcontractors (page 00330-1).
- 8.11 CONTRACTOR's Schedule of Manufacturers and Suppliers of Major Equipment and Material Items (page 00340-1).
- 8.12 Bidder's Questionnaire (pages 00320-1 to 00320-7, inclusive).
- 8.13 CONTRACTOR's Non-collusion Affidavit (pages 00360 - 1 to 00360-2, inclusive).
- 8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

## **Article 9 MISCELLANEOUS**

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
- 9.6 CONTRACTOR understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Under the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to the City that the CONTRACTOR and each of its subcontractors ("Subcontractor") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Immigration Warranty"). A breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONTRACTOR to penalties up to and including termination of this Agreement at the sole discretion of the City. The City retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Agreement to ensure that CONTRACTOR or Subcontractor is complying with the Immigration Warranty. CONTRACTOR agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the CONTRACTOR and any of

subcontractors to ensure compliance with Immigration Warranty. CONTRACTOR agrees to assist the City in regard to any random verification performed.

Neither CONTRACTOR nor any Subcontractor shall be deemed to have materially breached the Immigration Warranty if they establish that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this paragraph must be included in any contract CONTRACTOR enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor.

- 9.7 This Agreement and any attachments represent the entire agreement between OWNER and CONTRACTOR and supersede all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary.
- 9.8 The failure of either party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- 9.9 CONTRACTOR shall at all times during CONTRACTOR's performance of the services retain CONTRACTOR's status as independent contractor. CONTRACTOR's employees shall under no circumstances be considered or held to be employees or agents of OWNER and OWNER shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or CONTRACTOR.

*(The remainder of this page is left intentionally blank)*



**Article 10 AFFIRMATIVE ACTION REQUIREMENTS**

- 10.1 Any CONTRACTOR in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice.
- 10.2 The CONTRACTOR will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following:
- Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship as well as all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.
- 10.3 This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. (Non-Discrimination: The CONTRACTOR shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The CONTRACTOR shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.)

*(The remainder of this page is left intentionally blank)*

City of Maricopa  
PROJECT NAME: Heritage District Demolition Project

PERFORMANCE BOND

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the Effective Date of the Agreement).

OWNER: City of Maricopa

CONTRACTOR: Breinholt Contracting Company, Inc.

By: \_\_\_\_\_  
Christian Price, Mayor

By: \_\_\_\_\_

Attest *[Signature]*  
[CORPORATE SEAL]

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest \_\_\_\_\_

By: \_\_\_\_\_  
Denis Fitzgibbons, City Attorney

Address for giving notices

City of Maricopa

39700 W. Civic Center Plaza  
Maricopa, AZ 85138

CONTRACTOR:

Breinholt Contracting Company, Inc.  
1755 W. Commerce Ave.  
Gilbert, AZ. 85233  
License No. 195804, 195805

Agent for service of process: \_\_\_\_\_  
City of Maricopa

\_\_\_\_\_  
Date

(If CONTRACTOR is a corporation, attach evidence of authority to sign.) (If the owner is a Public body, attach evidence of authority to sign and resolution or other documents authorizing execution of the agreement.)

City of Maricopa  
PROJECT NAME: Heritage District Demolition

4

INVITATION FOR BIDS

5.4. If Bidder is a Corporation:

By: Breinholt Contracting Co., Inc.  
(CORPORATION NAME)  
Signature: [Signature]  
Name and Title: Devin Breinholt, President  
Attest: [Signature]  
Name and Title: Mindy Breinholt, Project Administrator  
Business Address: 1955 W. Commerce Ave., Gilbert AZ. 85233  
Phone Number: 602.322.1100 FAX Number: 480.497.4677  
State of Incorporation: Arizona

COMPLETE CORPORATE RESOLUTION

5.5. If Bidder is a Joint Venture:

Name of Individual: _____	Name of Individual: _____
Name & Title of Person Authorized to sign: _____	Name & Title of Person Authorized to sign: _____
Signature: _____	Signature: _____
Doing business as: _____	Doing business as: _____
Business Address: _____	Business Address: _____
Phone Number: _____	Phone Number: _____
FAX Number: _____	FAX Number: _____

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Breinholt Contracting Co Inc

1955 W Commerce Ave  
Gilbert, AZ 85233-4001

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 05/31/2018  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT




Breinholt Contracting Co Inc

CONTRACTORS LICENSE NO. 195805 CLASS KA

Dual Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR

— IMPORTANT NOTICE —

YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Breinholt Contracting Co Inc

1955 W Commerce Ave  
Gilbert, AZ 85233-4001

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 05/31/2018  
STATE OF ARIZONA

**Registrar of Contractors** CERTIFIES THAT



Breinholt Contracting Co Inc

CONTRACTORS LICENSE NO. 195804 CLASS KB-1

**Dual Building Contractor**

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR



6

**SECTION 00310 - BID BOND**

**ARIZONA STATUTORY BID BOND FOR CONSTRUCTION**  
**PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES**  
(Penalty of this bond must not be less than ten percent (10%) of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: Breinholt Contracting Co. Inc.  
(hereinafter "Principal"), as Principal, and Merchants Bonding Company (Mutual) (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Iowa with its principal offices in the City of West Des Moines, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Maricopa  
(hereinafter "Obligee"), in the sum of ten percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Heritage District Demolition Project no. IFB 18DSD01082018

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials 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 the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal 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 that section to the extent as if it were copied at length herein.

Witness our hands this 18th day of April, 2018.

Breinholt Contracting Co. Inc.  
SEAL PRINCIPAL

By: [Signature]

Title: PRESIDENT

Merchants Bonding Company (Mutual)  
SEAL SURETY

By: [Signature]  
Jessika Gulliver, Attorney-In-Fact

Title: USI Insurance Services LLC  
AGENCY OF RECORD

2375 E Camelback Rd Ste 250 Phoenix, AZ 8501  
AGENCY ADDRESS



**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Andrea Krahn; Benjamin A Greer; Carl N Carter; Chris Johnston; Craig L Webb; Doris R Van Leeuwen; Jessika Gulliver; Jorge Luis Mendez; Kisha Rushing; Linda M Hurst; Sherrie Cox

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.



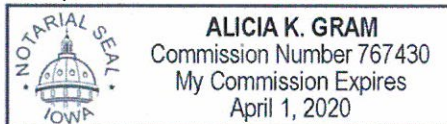
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of April, 2018.



*William Warner Jr.*

Secretary



**SECTION 00320 - BIDDER'S QUESTIONNAIRE**

The undersigned Bidder warrants that all statements and answers made to the questions that follow are current, accurate and complete as of the date stated below.

**1. Organization.**

1.1. How many years has your organization been in business under your present name? 46 years

1.2. Date of organization (or incorporation) December 14, 1972 State of incorporation \_\_\_\_\_  
(IRS) EIN 86-0270481

1.3. Title and name of Principals (President, Vice-President, Secretary and Treasurer, if a corporation; partners, if a partnership).

Devin Breinholt - President

1.4. If your organization, any business entity related to or affiliated with your organization, or any present or former executive employee, officer, director, shareholder (owning 20% or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity has ever been convicted of a felony, or has felony charges pending, in any state within the last three years from the date of Bid opening, including but not limited to a felony conviction under A.R.S. Title 34, Section 252, you must furnish with this Bidder's Questionnaire all material facts relating to any such felony conviction or any such pending felony charges against (1) your organization, (2) any such business entity related to or affiliated with your organization, or (3) any such present or former executive employee, officer, director, shareholder (owning 20% or more of the outstanding shares), partner, or owner of your organization or of any such related or affiliated entity.

Attachment n/a, consisting of \_\_\_\_\_ pages.

1.5 Contractor's DUNS#: 06-841-4713

Refer to <https://grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

**2. Licensing.** Contractor's license required (AZ ROC) <https://roc.az.gov/forms>

2.1. For each Arizona Contractor's license identified in Paragraph 3 of the Instructions to Bidders, Section 100, attach a copy of the "identification card" issued by the Registrar of Contractors. Also, attach a copy of any privilege license issued to your organization by the City of Maricopa, the State and any other Political Subdivision with jurisdiction over the Work.

Attachment A, consisting of 2 pages.



- 2.2. Does your organization hold contractor's licenses covering specialty classification of Work that your organization itself intends to perform and for which a specific specialty license is required under A.R.S. Title 32 \_\_\_\_\_ by OWNER \_\_\_\_\_ or any other Political Subdivision with jurisdiction over the Work NO? If so, attach a list with all licenses by number and classification; state the name of the organization holding the license, the renewal date of each license, and whether each license is active. Also, attach a copy of the corresponding identification cards issued by the Registrar of Contractors, the OWNER or the particular Political Subdivision with jurisdiction over the Work.

Attachment n/a, consisting of \_\_\_\_\_ pages.

**3. Experience.**

- 3.1. What is the general character of the work performed by your organization? \_\_\_\_\_

Demolition / Site Clearing

- 3.2. How many years experience in Demolition work has your organization had: (a) as a General Contractor? 10; (b) as a Subcontractor? 36.

- 3.3. Attach a list of all similar public contracts or subcontracts under public contracts that your organization has performed within the last five (5) years under five hundred thousand dollars (\$500,000.00) involving Residential Building Demolition construction work similar in character and scope to the Work under the Bid Documents (using the forms in the "References Attachment" provided with this Questionnaire). If the contract or subcontract referenced is not substantially completed, furnish the percent complete for that contract or subcontract.

Attachment B, consisting of 2 pages.

- 3.4. Within the last five (5) years, has your organization failed to complete a contract or subcontract awarded to it? NO If so, for each contract or subcontract, state when, where and why?

\_\_\_\_\_  
\_\_\_\_\_

- 3.5. Within the last five (5) years, has any officer or partner of your organization been an officer or partner of another organization that failed to complete a contract or subcontract awarded to it? If so, for each contract or subcontract, state the name of each officer or partner, the name of the organization(s), the name of the owner(s), and the reasons why the contract(s) or subcontract(s) was/were not completed.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

City of Maricopa

PROJECT NAME: Heritage District Demolition

INVITATION FOR BIDS

- 3.6. Within the last five (5) years, has any officer or partner of your organization failed to complete a contract or subcontract awarded in that person's own name? NO If so, for each contract or subcontract, state the name of each officer or partner, the name of the owner(s), and the reasons why the contract(s) or subcontract(s) was/were not completed?

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- 3.7. Within the last five (5) years, have any claims arising from or relating to a contract or subcontract been made against your organization or any officer or partner of your organization that resulted in litigation or arbitration? NO If so, the Bidder shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment \_\_\_\_\_, consisting of \_\_\_\_\_ pages.

- 3.8. Within the last five (5) years, has your organization or an officer or partner of your organization made any claims arising from or relating to a contract or subcontract that resulted in litigation or arbitration? NO If so, the Bidder shall attach a description of each claim, the amount of the claim, the parties involved, and the settlement amount or award.

Attachment \_\_\_\_\_, consisting of \_\_\_\_\_ pages.

**4. Additional Eligibility Data Under A.R.S. Section 34-255.**

- 4.1. Parts of the Work, besides those disclosed on the List of Subcontractors, Section 00330, that you intend to subcontract:

none

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- 4.2. If any of those Subcontractors nominated in paragraph 4.1 has ever been convicted of a felony, or has felony charges pending, in any state within the last three (3) years from the date of Bid opening, including but not limited to a felony conviction under A.R.S. Title 34, Section 252, furnish with this Questionnaire all materials facts relating to any such felony conviction or any such pending felony charges strictly in accordance with the requirements of paragraph 1.4.

Attachment n/a, consisting of \_\_\_\_\_ pages.

4.3. If any of the Suppliers (having a direct Sub-agreement with the Bidder or any of the Bidder's Subcontractors) has ever been convicted of a felony charges pending, in any state within the last three (3) years from the date of Bid Opening, including but not limited to a felony conviction under A.R.S. Title 34, Section 252, furnish with this Questionnaire all material facts relating to any such felony conviction or any such pending felony charges strictly in accordance with the requirements in paragraph 1.4.

Attachment n/a, consisting of \_\_\_\_\_ pages.

4.4. State the name, address and telephone number of a representative of your organization who personally visited and inspected the site:

Jon Garner , 1955 W. Commerce Ave., Gilbert AZ. 85233

602.772.5025

Also, describe subsurface and physical conditions at or contiguous to the site that your representative investigated and how they were accounted for in the preparation of your organization's Bid.

Attachment C, consisting of 1 pages.

4.5. Attach a list of construction equipment and machinery your organization intends to use in the execution of the Work, as estimated in the preparation of your organization's Bid.

Attachment D, consisting of 1 pages.

4.6. Does your organization rent or lease equipment or facilities from other affiliate organizations? NO. If so, state the name of the affiliate organization(s).

4.7. Credit available? YES Amount: \$ 500,000.00

4.8. Will your organization, i.e., the Bidder named in the Authorized Signature Article on the Bid Form, be the only named Principal in the Performance Bond and Payment Bond? YES  
If not, please identify the organization that will be named as Principal or Co-Principal on the Performance Bond and Payment Bond \_\_\_\_\_

Also, state how such organization relates to the Bidder

(NOTE: If another organization is identified, the Bidder shall submit to the OWNER or ENGINEER a separate Questionnaire filled out by that organization as part of the Qualification Submittal required under Paragraph 3 of the Instructions to Bidders.)

**5. References.**

5.1. Trade references of Demolition projects (Minimum of three):

Greg Rodriguez - ADOT Phone: 480.259.9122 Email: grodriguez@azdot.gov

James Marshall - City of Phoenix Phone: 602.725.0361 Email: james.marshall@phoenix.gov

Leah Hanwell - Maricopa Facilities Phone: 602.768.0577 Email: leah.hanwell@fm.maricopa.gov

5.2. Bank references:

Gavin Hallock - Wells Fargo Bank Phone: 480.324.2107 Email: gavin.m.hallock@wellsfargo.com

5.3. Insurance:

Jessika Gulliver - USI Insurance Phone: 602.395.9111 Email: jessika.gulliver@usi.com

**6. Certificate of Submittal.**

By: Breinholt Contracting Company, Inc.

(NAME OF INDIVIDUAL, PARTNERSHIP, CORPORATION OR JOINT VENTURE)

Signed By: 

Name and Title: Devin Breinholt, President

on this 18 day of April, 2018.

City of Maricopa  
PROJECT NAME: Heritage District Demolition

INVITATION FOR BIDS

REFERENCE

Public Owner Arizona Department of Transportation

Project/Contract Name 347 PN 172 H700711C Maricopa SR 347 Demoliton

Location of Project Various Locations, Maricopa

Contract Price \$ 27,900.00

Project Started July 1, 2017 Completed July 11, 2017

OWNER's Representative (Name & Phone) Micah Hannam 480.318.4048

E-Mail Address mhannam@azdot.gov

Bidder's Representative (Name & Phone) Jon Garner 602.772.5025

Scope of Project Removal of (3) parcels including all structures, slabs, asphalt paving, fencing, and trees.

REFERENCE

Public Owner Maricopa County Facilities Management

Project/Contract Name Cervantes Property

Location of Project 18020 E. Riggs Road, Queen Creek AZ.

Contract Price \$ 23,085.00

Project Started 10/11/2017 Completed 10/17/2017

OWNER's Representative (Name & Phone) Leah Hanwell - 602.372.4495

E-Mail Address leah.hanwell@fm.maricopa.gov

Bidder's Representative (Name & Phone) Yvonne Lockhart 480-495-4689

Scope of Project Demolition of exisitng farm house, maintenance building, fencing, and trees.



## REFERENCES ATTACHMENT TO BIDDER'S QUESTIONNAIRE

### REFERENCE

Public Owner City of Phoenix

Project/Contract Name Former DCM Trailer

Location of Project 1033 E. Madison St, Phoenix AZ.

Contract Price \$ 7,623.00

Project Started 12/19/2017 Completed 12/20/2017

OWNER's Representative (Name & Phone) Eric Ram 602.256.3280 eric.ram@phoenix.gov

Bidder's Representative (Name & Phone) Yvonne Lockhart 480.495.4689

Scope of Project Removal of existng mobile trailer, ADA ramp, and miscellaneous site appertenances

### REFERENCE

Public Owner Arizona Dept. of Transportation

Project/Contract Name Show Low Yard Clean-Up

Location of Project 200 West McNeil Street, Show Low AZ.

Contract Price \$ 9,270.00

Project Started 11/2/2017 Completed 11/4/2017

OWNER's Representative (Name & Phone) Tom Heideman 602.712.6081 theideman@azdot.gov

Bidder's Representative (Name & Phone) Jon Garner 602.772.5025

Scope of Project Removal of a wood framed building and a double trailer inside adot's show low yard.

LIST OF SUBCONTRACTORS

SECTION 00330 - LIST OF SUBCONTRACTORS

To enable OWNER to evaluate the Bidder's qualifications to perform the Work, as provided in the Instructions to Bidders, the Bidder shall nominate Subcontractors, Manufacturers, Suppliers, persons, firms and corporations (including those who are to furnish the principal items of material and equipment) to whom the Bidder intends to award a Sub-agreement greater than or equal to two percent (2%) of the Bid amount. If the Bidder intends to self-perform a classification of Work for which a specialty contractor's license is required, the Bidder shall nominate itself in the spaces provided for that purpose, and the Bidder shall furnish the Bidder's contractor's license number(s) for that classification. For each nominated Subcontractor, Manufacturer, Supplier, person, firm and corporation the Bidder shall enter, if available, the nominee's telephone number and required licensing information. Submission of this list shall be made with the Bid. Failure to provide this information will be just cause for OWNER declaring the Bidder's Bid non-responsive.

CERTIFICATION: The following LIST OF SUBCONTRACTORS indicates that the bid conforms to the Contract Requirements for the GENERAL CONTRACTOR to perform not less than fifty one percent (51%) of the physical construction WORK on the project with its own forces.

	<u>WORK TO BE PERFORMED</u>	<u>NOMINEE</u>	<u>CLASSIFICATION &amp; LICENSE NUMBER</u>	<u>%</u>
1.	NONE			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

Submitted By: Breinholt Contracting Co., Inc.  
(NAME OF INDIVIDUAL, PARTNERSHIP, CORPORATION OR JOINT VENTURE)

Signed By: 

Name and Title: Devin Breinholt, President

City of Maricopa  
PROJECT NAME: Heritage District Demolition

SCHEDULE OF  
MANUFACTURERS AND SUPPLIERS

**SECTION 00340 - SCHEDULE OF MANUFACTURERS AND SUPPLIERS OF MAJOR EQUIPMENT AND MATERIAL ITEMS**

As provided in the Instructions to Bidders, the Bidder proposes that the items of major equipment or materials named herein will be supplied by the Manufacturers and Suppliers set forth below as written by the Bidder, unless changes are specifically authorized in writing by the OWNER. Preliminary acceptance of equipment or materials listed by the Manufacturer's name shall not in any way constitute a waiver of the specifications; final acceptance will be based on full conformity with the specifications covering the equipment and/or materials. Submission of this schedule shall be made with the Bid. Failure to provide this information will be just cause for OWNER declaring the Bidder's Bid non-responsive.

**MAJOR EQUIPMENT**

<b><u>SPECIFICATION SECTION (List Section)</u></b>	<b><u>TITLE/DESCRIPTION (List Major Equipment Item)</u></b>	<b><u>MANUFACTURER</u></b>
--	---	----------------------------

NONE

**MATERIAL**

<b><u>SPECIFICATION SECTION (List Section)</u></b>	<b><u>TITLE/DESCRIPTION (List Major Equipment Item)</u></b>	<b><u>SUPPLIER</u></b>
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NONE

Submitted By: Breinholt Contracting Co., Inc.

(NAME OF INDIVIDUAL, PARTNERSHIP, CORPORATION OR JOINT VENTURE)

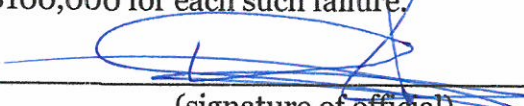
Signed By: 

Name and Title: Devin Breinholt, President

**CERTIFICATIONS SIGNATURE FORM**  
**(Return this page with proposal.)**

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Individuals with Disabilities -Section 503, Fly Ash, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Devin Breinholt  
(typed name of official)



(signature of official)

Breinholt Contracting Company, Inc.  
(typed name of firm)

April 18, 2018  
(date)



City of Maricopa  
PROJECT NAME: Heritage District Demolition

**SECTION 00360 - NON-COLLUSION AFFIDAVIT**

Affiant, Devin Breinholt, being duly sworn, deposes and says that:

(1) Affiant is (enter title) President of Breinholt Contracting Co., Inc., "the Bidder." Affiant has personal knowledge of the matters set forth in this Affidavit and is competent to testify about them.

(2) Bidder has submitted to the City of Maricopa, Arizona (OWNER), a "Bid" to enter into an Agreement, also referred to in this Affidavit as "the Work."

(3) This non-collusion Affidavit is executed by Affiant for inclusion with the submission to OWNER of the Bid and may be relied upon by OWNER in considering the Bid.

(4) Affiant is fully informed about the preparation and contents of the Bid and of all pertinent circumstances surrounding the Bid, and has not entered into any contract, combination, conspiracy or other act prohibited by A.R.S. Title 44, Chapter 10. The Bid is genuine and is not a collusive or sham Bid.

(5) Neither the Bidder nor any of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have in any way entered or proposed to enter into any combination to prevent the making of any Bid, or to fix any prices (including overhead, profit or other costs) for the Bid; or have made any agreement, or given or promised any consideration to induce any other person not to Bid for the Work, or to Bid at a specified price; or have secured, proposed or intended to secure through any agreement an unlawful advantage against the OWNER or any other person interested in the Work.

(6) The Bid is not intended to secure an unfair advantage or benefit from the OWNER or in favor of any person interested in the proposed Agreement.

(7) The prices bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of the Bidder's owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant; and neither the Bidder nor any of its owners, officers, partners, directors, agents, representatives, employees or parties in interest, including this Affiant, have divulged any information regarding the Bid or any data about the Bid to any other person.

By: 

Title: President

**VERIFICATION**

STATE OF Arizona

COUNTY OF Maricopa



**NON-COLLUSION AFFIDAVIT (CONTINUED)**

Before me, a Notary Public commissioned, qualified and acting, personally appeared (enter name of the person signing this Affidavit) DEVIN BREINHOLT, to me well known to be the person described in and who signed this Affidavit, who being by me first duty sworn upon oath, says that he/she is the attorney-in-fact for (enter Bidder's name) BREINHOLT CONTRACTING CO INC, that he/she has been authorized by (enter name of individual, partnership name or the authorized governing body of the Bidder) BREINHOLT CONTRACTING to execute this Affidavit on behalf of the named Bidder in favor of HERITAGE DISTRICT DEMOLITION

the CITY OF MARICOPA, ARIZONA, for the uses and purposes mentioned.

Subscribed and sworn to before me this 18 day of APRIL, 2018.

Mandy Bustamante

My Commission expires: 4/28, 2019.



MANDY BUSTAMANTE  
NOTARY PUBLIC, ARIZONA  
MARICOPA COUNTY  
My Commission Expires  
April 28, 2019

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IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
- 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)]
- 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110]

Breinholt Contracting Co Inc

1955 W Commerce Ave  
Gilbert, AZ 85233-4001

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 05/31/2018  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT

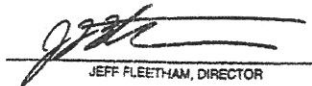


Breinholt Contracting Co Inc

CONTRACTORS LICENSE NO. 195805 CLASS KA

Dual Engineering

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR

IMPORTANT NOTICE  
YOU MUST:

- 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)]
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Breinholt Contracting Co Inc

1955 W Commerce Ave  
Gilbert, AZ 85233-4001

**THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 05/31/2018  
STATE OF ARIZONA  
**Registrar of Contractors** CERTIFIES THAT



Breinholt Contracting Co Inc

CONTRACTORS LICENSE NO. 195804 CLASS KB-1

**Dual Building Contractor**

THIS CARD MUST BE  
PRESENTED UPON DEMAND

  
JEFF FLEETHAM, DIRECTOR

B

City of Maricopa  
PROJECT NAME: Heritage District Demolition

INVITATION FOR BIDS

REFERENCE

Public Owner Arizona Department of Transportation

Project/Contract Name 347 PN 172 H700711C Maricopa SR 347 Demoliton

Location of Project Various Locations, Maricopa

Contract Price \$ 27,900.00

Project Started July 1, 2017 Completed July 11, 2017

OWNER's Representative (Name & Phone) Micah Hannam 480.318.4048

E-Mail Address mhannam@azdot.gov

Bidder's Representative (Name & Phone) Jon Garner 602.772.5025

Scope of Project Removal of (3) parcels including all structures, slabs, asphalt paving, fencing, and trees.

REFERENCE

Public Owner Maricopa County Facilities Management

Project/Contract Name Cervantes Property

Location of Project 18020 E. Riggs Road, Queen Creek AZ.

Contract Price \$ 23,085.00

Project Started 10/11/2017 Completed 10/17/2017

OWNER's Representative (Name & Phone) Leah Hanwell - 602.372.4495

E-Mail Address leah.hanwell@fm.maricopa.gov

Bidder's Representative (Name & Phone) Yvonne Lockhart 480-495-4689

Scope of Project Demolition of exisitng farm house, maintenance building, fencing, and trees.

## REFERENCES ATTACHMENT TO BIDDER'S QUESTIONNAIRE

### REFERENCE

Public Owner City of Phoenix

Project/Contract Name Former DCM Trailer

Location of Project 1033 E. Madison St, Phoenix AZ.

Contract Price \$ 7,623.00

Project Started 12/19/2017 Completed 12/20/2017

OWNER's Representative (Name & Phone) Eric Ram 602.256.3280 eric.ram@phoenix.gov

Bidder's Representative (Name & Phone) Yvonne Lockhart 480.495.4689

Scope of Project Removal of existng mobile trailer, ADA ramp, and miscellaneous site appertenances

### REFERENCE

Public Owner Arizona Dept. of Transportation

Project/Contract Name Show Low Yard Clean-Up

Location of Project 200 West McNeil Street, Show Low AZ.

Contract Price \$ 9,270.00

Project Started 11/2/2017 Completed 11/4/2017

OWNER's Representative (Name & Phone) Tom Heideman 602.712.6081 theideman@azdot.gov

Bidder's Representative (Name & Phone) Jon Garner 602.772.5025

Scope of Project Removal of a wood framed building and a double trailer inside adot's show low yard.





1955 W COMMERCE AVE  
GILBERT, AZ 85233  
480/497-4295  
480/497-4677 (FAX)  
BREINHOLTINC.COM

**LICENSED & BONDED**  
ROC195804/KB01  
ROC195805/KA

April 18, 2018

City of Maricopa  
39700 W. Civic Center Plaza  
Maricopa, AZ. 85138

Attention: Kathleen Shipman

Regarding: Site Investigation

Dear Mrs. Shipman,

My name is Jon Garner. I attended the site walk for this demolition project.

As we went through the various locations, I noted the square footage / size of each structure to be demolished. I also noted what type of construction was used to build the structures as well as if they had a concrete slab or not. Most of which did not have a concrete slab.

Most of the lots were dirt, and adequate dust control will have to be maintained.

Also, ingress and egress were noted, as most the properties were very accessible except for one.

As I walked the various locations, all the above mentioned factors were documented, and are a contributing factors in pricing this project.



1955 W COMMERCE AVE  
GILBERT, AZ 85233  
480/497-4295  
480/497-4677 (FAX)  
BREINHOLTINC.COM

**LICENSED & BONDED**  
ROC195804/KB01  
ROC195805/KA

April, 18 2017

Kathleen Shipman  
City of Maricopa  
39700 W. Civic Center Plaza  
Maricopa, AZ. 85138

Subject: Equipment List

Reference: Heritage District Demolition

Dear Mrs. Shipman,

The following equipment will be used to complete the demolition scope of work:

- 1.) 2012 Komatsu 228 Excavator; equip #14;  
capacity – 55,000 lbs; fuel type- Diesel
- 2.) 1997 Peterbuilt 357 T/A Water Truck; equip # 07;  
capacity- 4,000 gallon; fuel type - Diesel
- 3.) 2012 Cat 236-B Skid Steer Loader; equip #10;  
capacity – 1,800 lbs.; fuel type- Diesel
- 4.) 2006 Kenworth T800 End Dump Truck w/ CPS High Volume Trailer;  
equip # 28; capacity – 20 tons; fuel type- Diesel
- 5.) 2002 Kenworth T800 End Dump Truck w/ Ranco Low Side Trailer;  
equip # 14; capacity – 20 tons; fuel type - Diesel
- 6.) 2011 Nissan Frontier Pick-Up; equip # 2; capacity – 3,760 lbs; fuel type- gas
- 7.) 2015 Chevrolet Silverado 2500 Ext Cab Utility Bed w/ Big Tex 12' Flatbed Trailer;  
equip # 23; capacity – 13,000 lbs; fuel type- gas