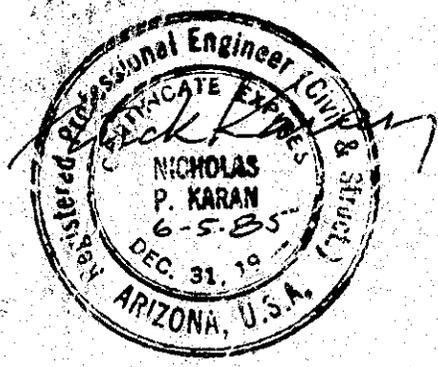


Property of
Flood Control District of MC Library
Please Return to
2801 W. Durango
Phoenix, AZ 85009

ENGINEERING DIVISION SPECIAL PROVISIONS
FOR
SR 85 BRIDGE CHANNEL MAINTENANCE
LIBRARY

CONTRACT NO. FCD 85-18



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS
AND SUPPLEMENTS THERETO.

A510.501

SPECIAL PROVISIONS
FOR
SR 85 BRIDGE CHANNEL MAINTENANCE

CONTRACT NO. FCD 85-18



SUPPLEMENTARY TO MARICOPA ASSOCIATION OF GOVERNMENTS UNIFORM STANDARD
SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION EDITION OF 1979 AND REVISIONS
AND SUPPLEMENTS THERETO.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
CONTRACT FCD 85-18
SR 85 BRIDGE CHANNEL MAINTENANCE

TABLE OF CONTENTS:

1. Invitation for Bids
2. Bid Form
3. No Collusion Affidavit
4. Construction Special Provisions
5. Contract
6. Statutory Payment Bond
7. Statutory Performance Bond
8. Certificate of Insurance
9. Drawings: SR 85 Bridge Channel Maintenance
Sheets 1 through 9 of 9

INVITATION FOR BIDS
(Construction Contract)

SR 85 Bridge Channel Maintenance

Ref. Invitation FCD 85-18

Date: August 26, 1985

Issued by: Flood Control District
of Maricopa County

Vicinity: SR 85 Bridge Crossing at
the Gila River, south of Buckeye,
Maricopa County, Arizona

SEALED BIDS, IN SINGLE COPY FOR THE WORK DESCRIBED HEREIN WILL BE RECEIVED UNTIL 2:30 PM, LOCAL TIME AT THE PLACE OF THE BID OPENING, SEPT. 17, 1985, IN THE OFFICE OF THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, 3335 WEST DURANGO STREET, PHOENIX, ARIZONA, 85009, AND AT THAT TIME PUBLICLY OPENED.

BID SECURITY IN AN AMOUNT OF NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL BID PRICE MUST BE SUBMITTED WITH EACH BID. THE BID SECURITY MAY BE IN THE FORM OF A BID BOND, CASHIER'S CHECK, POSTAL MONEY ORDER, OR CASH. THE BID SECURITY WILL BE MADE PAYABLE TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY AS A GUARANTEE THAT IF THE WORK IS AWARDED TO THE BIDDER, HE WILL WITHIN TEN (10) DAYS FROM THE DATE OF SUCH AWARD, ENTER INTO PROPER CONTRACT AND BOND CONDITIONS FOR THE FAITHFUL PERFORMANCE OF THE WORK. OTHERWISE, SAID AMOUNT WILL BE FORFEITED TO THE FLOOD CONTROL DISTRICT. BID SECURITY WILL BE RETURNED AS PRESCRIBED BY MAG 103.

THE SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE AND PAYMENT BONDS IN PENAL SUMS NOT LESS THAN ONE HUNDRED PERCENT (100%) RESPECTIVELY, OF THE ORIGINAL AMOUNT OF THE CONTRACT.

DESCRIPTION OF WORK: THE PROPOSED WORK CONSISTS OF EXCAVATING THE CHANNEL UPSTREAM FROM THE SR 85 BRIDGE ACROSS THE GILA RIVER. THE CHANNEL BOTTOM WILL BE GRADED TO ALLOW FOR THE UNRESTRICTED PASSAGE OF FLOODWATERS THROUGH THE BRIDGE AND TO ALLOW FOR SIDE DRAINAGE INTO THE LOW FLOW CHANNEL. THE SOUTH BANK WILL BE UNIFORMLY GRADED TO A 2:1 SIDESLOPE. EXCAVATED MATERIAL WILL BE DISPOSED OF AT SITES SHOWN ON THE PLANS. THE APPROXIMATE QUANTITY TO BE EXCAVATED IS 249,000 CUBIC YARDS.

INVITATION FOR BIDS
NO. FCD 85-18

THE WORK SHALL COMMENCE WITHIN SEVEN (7) CALENDAR DAYS AND BE COMPLETED
WITHIN NINETY (90) CALENDAR DAYS AFTER RECEIPT OF THE
NOTICE TO PROCEED.

NOTICE: THE BID SCHEDULE, SPECIAL PROVISIONS, INSTRUCTIONS TO BIDDERS,
UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, EDITION OF
1979 (MAG) AND DRAWINGS LISTED UNDER THE CONTENTS WILL BE INCORPORATED IN
AND BECOME A PART OF THE RESULTANT CONTRACT.

CHERIE ELLIG, CLERK
BOARD OF DIRECTORS
FLOOD CONTROL DISTRICT OF
MARICOPA COUNTY

INVITATION FOR BIDS
NO. FCD 85-18

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 85-18
INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders. Any explanations desired by the bidder, questions, or items for clarification regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc., may be addressed to the Chief Engineer and General Manager, preferably in writing, prior to the pre-bid conference. Any answers, interpretations, or clarifications affecting the cost will be addressed to all bidders in an addendum to the invitation. The receipt of an addendum by the bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for the bid opening. Oral explanations or instructions given before the award of the contract will not be binding.
2. Conditions Affecting the Work. It is in the best interest of the bidders to attend the pre-bid conference. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and the location of the work, the general and local conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. (See MAG 102.4)
3. Bidder's Qualifications. Before a bid is considered for award, a bidder may be requested by the Chief Engineer and General Manager of the Flood Control District to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.
4. Bid Guarantee. Where a bid guarantee is required by the invitation for bids, failure to furnish a bid guarantee in the proper form and amount by the time set for opening of bids, may be cause for rejection of the bid.

If the successful bidder, upon acceptance of his bid by the Flood Control District with the period specified herein for acceptance (sixty days if no period is specified) fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten days if no period is specified) after receipt of the forms by him, his contract may be terminated for default. In such event he shall be liable for any cost of procuring the work which exceeds the amount of his bid, and the bid guarantee shall be available toward offsetting such difference.

INVITATION FOR BIDS
NO. FCD 85-18

5. Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Unless specifically authorized in the invitation for bids, telegraphic bids will not be considered.

No bid will be considered unless all items in the bid schedule are priced. In case of an error in the extension of price, the unit price shall govern. The quantities listed on the bid schedule on which unit prices are requested are estimates only.

Unless called for, alternate bids will not be considered.

Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for opening bids.

6. Submission of Bids. Bids must be sealed, addressed to the Chief Engineer and General Manager, Flood Control District of Maricopa County, 3335 West Durango, Phoenix, Arizona 85009, and marked to identify the bid to the referenced Contract FCD Number. Failure to appropriately identify the bid may result in a premature opening of, or a failure to open, such bid. The name of the bidder shall be on the outside of the envelope. (See MAG 102.9)
7. Withdrawal of Bids or Modifications. Bids may be withdrawn by written request received from the bidder prior to the time set for opening of bids.
8. Public Opening of Bids. Bids will be publicly opened at the time and place set for the opening in the invitation for bids. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.
9. Award of Contract. Award and execution of a contract shall be in accordance with MAG Section 103.
10. Specifications. Specifications referred to herein shall include all revisions and amendments in effect on the date of issuance of the invitation for bids. These instructions, Special Instructions to Bidders, and the herein contained Construction Special Provisions supplement the Uniform Standard Specifications herein referred to by "MAG" section number or paragraph number; however, in case of conflict, these instructions and Special Provisions supersede the Uniform Standard Specifications (MAG).

INVITATION FOR BIDS
NO. FCD 85-18

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
INVITATION FOR BIDS, FCD 85-18
SPECIAL INSTRUCTIONS TO BIDDER

Contract Plans, Special Provisions and Contract Documents: Plans, Special Provisions, and forms for proposal, Bidding Schedule, Contract Agreement and Performance Bond may be obtained from the Flood Control District of Maricopa County, 3335 West Durango Street, Phoenix, Arizona, upon payment of \$10.00 by check payable to the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY. This payment will not be refunded.

APPROXIMATE QUANTITIES FOR PRINCIPAL ITEMS

<u>QUANTITY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>
249,000	Cubic Yards, CY	Clearing, excavating, grading and disposal.

and such other pertinent items as are necessary for the completion of the project as shown on the plans or as called for in the Special Provisions or in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction.

Location of Work: The proposed work is located in the Gila River, south of Buckeye, Arizona, from the State Route 85 Bridge to a distance approximately 4700 feet east of the bridge. The proposed work is in the following identified sections of the Gila and Salt River Base and Meridian, T1S R4W Sections 13,24.

INVITATION FOR BIDS
CONTRACT NO. FCD 85-18

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
(Construction Contract)

BID FORM

Project: SR 85 Bridge
Channel Maintenance

Invitation FCD 85-18
Date: August 26, 1985

Location: SR 85 Bridge Crossing at the
Gila River, south of Buckeye,
Maricopa County, Arizona

To: Chief Engineer and General Manager
Flood Control District of Maricopa County
3335 West Durango Street
Phoenix, Arizona 85009

The following Proposal is made on behalf of Breenholt Contracting Co Inc.
_____ and no others. The Total Contract amount of

this proposal is (in words) Two Hundred Seventy Three Thousand
Nine Hundred and No /100 dollars, (in figures)

\$ 273,900 -, this amount being the sum total of the extended
amount for each pay item on the Bidding Schedule.

Evidence of authority to submit the Proposal is herewith furnished. The Proposal is in all respects fair and is made without collusion on the part of any person, firm, or corporation mentioned above, and no member or employee of the Flood Control District Board of Directors is personally or financially interested, directly or indirectly in the Proposal, or in any purchase or sale of any materials or supplies for the work in which it relates or in any portion of the profits thereof.

The Undersigned certifies that the approved Plans, Uniform Standard Specifications for Public Works Construction, 1979 Edition (MAG) and revisions and supplements thereto, together with the Special Provisions, forms of Contract and Bond authorized by the Board of Directors and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected.

The Undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Specifications, Special Provisions, or conditions to be overcome, be pled. On the basis of the Plans, Specifications, Special Provisions, the forms of Contract, and the Bond proposed for use, the Undersigned proposes to furnish

all the necessary machinery, equipment, tools, apparatus, and other means of construction, to do all the work and to furnish all the materials in the manner specified and to finish the entire project within the time hereinafter proposed and to accept, as full compensation therefor, the sum of various products obtained by multiplying each unit price, herein bid for work or materials, by the quantity thereof actually incorporated in the completed project, as determined by the Chief Engineer and General Manager, Flood Control District of Maricopa County.

The Undersigned understands that the quantities mentioned herein are approximate and are subject to increase or decrease and hereby proposes to perform all quantities of work, as either increased or decreased, in accordance with the provisions of the Specifications, at the unit price bid in the Bidding Schedule.

BIDDING SCHEDULE

Project: SR 85 Bridge Channel Maintenance

Contract: FCD 85-18

Item No.	Approximate Quantity	Unit	Description	Unit Cost (in writing) and /100 dollars	Unit Cost	Extended Amount
1	249,000	C.Y.	Excavation, Including Clearing, Grading and Disposal	<i>One Dollar & Ten Cents</i>	<i>1 ¹⁰/₁₀₀</i>	<i>273,900⁰⁰</i>

The Bidder hereby acknowledges receipt of and agrees his proposal is based on the following Addenda

Total \$ *273,900-*

None

The Undersigned further proposes to execute the Contract Agreement and furnish satisfactory Bonds within ten (10) days from the date of award, time being of the essence. The undersigned further proposes to begin the work as specified in the Contract attached hereto, and to complete the work within the time limits as specified in the Special Provisions and maintain at all times a Contract Bond, approved by the Board of Directors, in an amount equal to one hundred percent (100%) of the total bid. This bond shall serve not only to guarantee the completion of the work on the part of the Undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, said Bond to be in full force and effect until the work is finally accepted and the provisions of the Plans, Specifications and Special Provisions are fulfilled.

A Proposal guaranty in the amount and character named in the Invitation for Bids is enclosed amounting to not less than five percent (5%) of the total bid, which Proposal guaranty is submitted as a guaranty of the good faith of the Bidder and that the Bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof; and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the Undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the Undersigned to execute the Contract and furnish satisfactory Bond as herein provided, the Flood Control District of Maricopa County in either of such events, shall be entitled and is hereby given the right to retain the said Proposal guaranty as liquidated damages.

Date: _____, 19__.

IF BY AN INDIVIDUAL:

(Name)

(Address)

IF BY A FIRM OR PARTNERSHIP:

(Firm Name)

(Firm Address)

By: _____

*Name and Address of Each Member:

Date Sept 19, 1985.

IF BY A CORPORATION:

Breisholt Contracting Co, Inc
(Corporate Name)

5303 E. Fairview, Chandler, Az 85224
(Corporation Address)

By: Norman J. Foy

**Incorporated under the Laws of Arizona

Names and Addresses of Officers:

Leroy Breisholt
(President)

5303 E. Fairview, Chandler, Az 85224
(Address)

Glenna Breisholt
(Secretary)

5303 E. Fairview, Chandler, Az 85224
(Address)

Glenna Breisholt
(Treasurer)

5303 E. Fairview, Chandler, Az 85224
(Address)

*The name and post office address of each member of the firm or partnership must be shown.

**The name of the State under which the Corporation was chartered and names, title, and business address of the President, Secretary, and Treasurer must be shown.

CONSTRUCTION SPECIAL PROVISIONS
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
FOR
SR 85 BRIDGE CHANNEL MAINTENANCE
CONTRACT FCD 85-18

PROPOSED WORK: The proposed work consists of excavating the channel upstream from the S.R. 85 Bridge across the Gila River, south of Buckeye, Arizona. The channel bottom will be graded to allow for side drainage into the low flow channel. The banks will be uniformly graded to a 2:1 sideslope. Excavated material will be disposed of at sites shown on the plans.

SPECIFICATIONS: The work embraced herein and as shown on the plans for the construction of this project shall be done in accordance with the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction dated 1979 and the current revisions thereto, and the Construction Special Provisions contained herein.

WORK STANDARDS: The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

CONTRACT TIME: The Contractor shall start work within seven (7) calendar days and complete all work on the project within ninety (90) days after the date of Notice to Proceed.

WATER, LIGHT, POWER, HEAT, TELEPHONE: All water for construction purposes, drinking water, lighting, temporary electric power, heat and telephone service shall be arranged for and provided for the requirements of the work by the Contractor at his expense.

PROGRESS SCHEDULE: The Contractor shall submit his proposed work progress schedule to the Chief Engineer and General Manager for approval before starting the work.

ITEM COMMENTS: The herein contained Construction Special Provisions supplement the Uniform Standard Specifications; however, in case of conflict, these Special Provisions supersede the Uniform Standard Specifications.

GENERAL COMMENT: The cost of all work required under this contract as shown on the plans for which there are no specific items shown on the Bidding Schedule, shall be included in the prices bid for related items.

An attempt has been made to determine the location of all underground utilities and drainage pipes, culverts, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation may be adjusted.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT NO. FCD 85-18

SUBSECTION 101.2 - DEFINITIONS AND TERMS: Change the definition of Budget Project to read as follows: A project financed by funds set aside in the annual budget or likewise approved by the Board of Directors of the Flood Control District of Maricopa County.

Change the definition of Engineer to read as follows: The Chief Engineer and General Manager of the Flood Control District of Maricopa County acting directly or through his duly authorized representative.

Change the definition of Owner to read as follows: The Flood Control District of Maricopa County, acting through its legally constituted officials, officers or employees.

SUBSECTION 105.6 - COOPERATION WITH UTILITIES:

The following phone numbers as indicated should put the Contractor in contact with the proper personnel:

Mountain Bell Telephone Company	263-3219
Salt River Project	273-2202
Arizona Public Service	271-7014
Location Staking (APS, Mt. Bell, SRP) Blue Stakes	263-1100
Buckeye Irrigation District	1-386-2196

SUBSECTION 103.6 (A) - CONTRACTOR'S INSURANCE: The Contractor shall provide certified evidence of Public Liability and Property Damage Insurance as indicated.

SUBSECTION 108.7 - DETERMINATION AND EXTENSION OF CONTRACT TIME:

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the conditions which can affect the work and the cost thereof. Failure to do so will not relieve bidders from the responsibility for successfully performing the work without additional expense to the Flood Control District. The Flood Control District assumes no responsibility for understandings, representations, or predictions concerning conditions of the work area during the period of the Contract.

If performance of all or any part of the work is suspended, delayed, or interrupted by weather conditions or by a rise in the water level causing unstable ground conditions, an extension of the period for contract performance equal to the lost days will be granted by the Flood Control District. No claim for additional costs incurred because of such delay will be allowed.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons which he

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 85-18

believes will justify the granting of his request. If the Engineer determines that the Contractor has proceeded with such diligence as would normally have ensured completion within the contract time, and that the reasons stated to justify a time extension are valid, he may extend the time for completion in such amount as conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

SECTION 109 - MEASUREMENT AND PAYMENTS:

Payment shall be made as directed in the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction. Costs for all work for which there is no specific pay item shall be included in the items for which a pay quantity exists. Monthly Progress Payments of ninety percent (90%) of the agreed to value of the work accomplished shall be made by the District as requested.

SECTION 215 - EARTHWORK FOR OPEN CHANNELS

SCOPE: This work shall consist of clearing, excavation, fill, backfill, grading and disposing of excavated and removed materials. The open channel in this project will be an unlined trapezoidal channel with a 2:1 sideslope.

CONTROL: Horizontal and vertical control for the excavated channel will be established in the field by the District. The District shall provide a base-line stationed at 100-foot intervals. The Contractor shall be responsible for all other surveying, including initial cross-sectioning of the work area, slope staking for control of excavation and embankment, and final cross-sectioning to be used for the determination of actual final quantities for payment. The initial and final cross-section notes shall be furnished to the District for use in determination of the number of cubic yards of material removed.

EXCAVATION: Materials used or work performed by the Contractor, to stabilize the subgrade so that it will withstand loads which may be placed upon it by his equipment shall be accomplished by the Contractor at no additional cost to the District.

BACKFILL: Material shall be placed in areas identified for backfill and disposal in layers not exceeding twelve (12) inches in depth. Hauling equipment shall be so routed to achieve compaction from wheel rolling. Each layer shall be leveled prior to placing the successive layer.

GRADING: A vertical tolerance of none above and 3 inches below the specified grade will be allowed on the channel bottom and side slope. Regardless of the tolerance specified, excavation and grading shall be performed so that the finished surfaces are in uniform planes with no abrupt breaks in the surface. The construction tolerances specified are solely for purposes of field control. Grading shall be accomplished in such manner to accommodate side drainage within the channel to the low flow channel.

CONSTRUCTION SPECIAL PROVISIONS
CONTRACT FCD 85-18

DISPOSAL: Excavated materials must be disposed of at the sites shown on the plans. Available disposal sites are identified on Sheet 2 of 9; S.R. 85 Bridge Channel Maintenance.

MEASUREMENT: Measurement for payment shall be made in the field to determine the actual number of cubic yards of material removed. Before excavation and after excavation cross sections surveyed by the Contractor shall be used to calculate the quantity of material removed. Quantities shall be calculated using the average-end area method. No payments shall be paid for quantities removed 3 inches or more below grade. No separate measurements shall be made for clearing, grading or disposal of excavated materials.

PAYMENT: Payment for the channel excavation and grading shall be made at the unit price per cubic yard in the bid schedule, which price shall include the cost of all labor, materials, equipment, transportation and incidentals required for performing the work.

CONTRACTOR'S WORK AREA: The Contractor's work area shall be limited to the area to be excavated and necessary haul routes for disposal. Access to the work area shall be limited to existing access points indicated on the drawings. The Contractor's proposed haul route shall be coordinated with and be approved by the Engineer.

SECTION 401 - TRAFFIC CONTROL: Traffic control shall conform to the applicable paragraphs of MAG Section 401.

CONTRACT FCD 85-18

THIS AGREEMENT, made and entered into this _____ day of _____, 19____,
by and between BREINHOLT CONTRACTING CO., INC.

of the City of Chandler, County of Maricopa, State of Arizona,
party of the first part, hereinafter designated the CONTRACTOR, and the FLOOD
CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its BOARD OF
DIRECTORS, a political subdivision of the State of Arizona, a body politic with
corporate power, party of the second part, hereinafter designated OWNER.

WITNESSETH: That the said CONTRACTOR, for and in consideration of the sum
to be paid him by the said OWNER, in the manner and at the time hereinafter
provided, and of the other covenants and agreements hereincontained, and under
the penalties expressed in the bonds provided, hereby agrees, for himself, his
heirs, executors, administrators, successors, and assigns to as follows:

ARTICLE I-SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor,
materials, equipment, transportation, utilities, services and facilities
required to perform all work for the construction of Project No. FCD 85-18
SR 85 Bridge Channel Maintenance

and to complete and totally construct the same and install the material therein
for the OWNER, in a good and workmanlike and substantial manner and to the
satisfaction of the OWNER through its Engineers and under the direction and
supervision of the Engineer, or his properly authorized agents and strictly
pursuant to and in conformity with the Plans and Specifications prepared by the
Engineers for the OWNER, and with such modifications of the same and other
documents that may be made by the OWNER through the Engineer or his properly
authorized agents, as provided herein.

ARTICLE II-CONTRACT DOCUMENTS: The Invitation for Bids, Plans, Standard
Specifications and Details, Special Provisions, Addenda, if any, and Proposal,
as accepted by the BOARD OF DIRECTORS, Performance Bond, Payment Bond,
Certificates of Insurance, and Change Orders, if any, are by this reference
made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III-TIME OF COMPLETION: The CONTRACTOR further covenants and agrees
at his own proper cost and expense, to do all work as aforesaid for the con-
struction of said improvements and to completely construct the same and install
the material therein, as called for by this agreement free and clear of all
claims, liens, and charges whatsoever, in the manner and under the conditions
specified within the time; or times, stated in the proposal pamphlet.

ARTICLE IV-PAYMENTS: For and in consideration of the faithful performance
of the work herein embraced as set forth in the Contract Documents, which are a
part hereof and in accordance with the directions of the OWNER, through its
Engineer and to his satisfaction, the OWNER agrees to pay the said CONTRACTOR
the amount earned, computed from actual quantities of work performed and
accepted or materials furnished at the unit bid price on the Proposal made a
part hereof, and to make such payment within forty (40) days after final
inspection and acceptance of the work.

IN WITNESS WHEREOF: Four (4) identical counterparts of this Contract each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

The CONTRACTOR agrees that this Contract, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal.

BREINHOLT CONTRACTING CO., INC.
PARTY OF THE FIRST PART

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
PARTY OF THE SECOND PART



Leroy Breinholt, President

By: 

Chairman, Board of Directors

Date: 10-30-85

RECOMMENDED BY:

ATTEST:



Chief Engineer and General Manager
Flood Control District
of Maricopa County



Clerk of the Board

Date: 10-28-85

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to the Flood Control District of Maricopa County.


By: _____
Date: 10-22-85

CONTRACT NO. FCD 85-18

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

Bond #U556024

That, Breinholt Contracting Co., Inc.
(hereinafter called the Principal), as Principal, and

United Pacific Insurance Company

a corporation organized and existing under the laws of the State of Washington
with its principal office in the City of Federal Way (hereinafter called
the Surety), as Surety, are held and firmly bound unto the Flood Control
District of Maricopa County, in the County of Maricopa, State of Arizona, in
the amount of Two Hundred Seventy Three Thousand, Nine Hundred & 00 dollars
(\$ 273,900.00--), for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the
Flood Control District of Maricopa County, dated the _____ day of _____,
1985, for FCD 85-18 SR 85 Bridge Channel Maintenance

which contract is hereby referred to and made a part hereof as fully and to the
same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform and fulfill all the undertakings, covenants,
terms, conditions and agreements of said contract during the original term of
said contract and any extension thereof, with or without notice to the Surety,
and during the life of any guaranty required under the contract, and shall also
perform and fulfill all the undertakings, covenants, terms, conditions, and
agreements of any and all duly authorized modifications of said contract that
may hereafter be made, notice of which modifications to the Surety being hereby
waived; then the above obligation shall be void, otherwise to remain in full
force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of
Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all
liabilities on this bond shall be determined in accordance with the provisions
of said Title, Chapter, and Article, to the extent as if it were copied at
length herein.

The prevailing party in a suit on this bond shall be entitled to such
reasonable attorney's fees as may be fixed by a judge of the court.

Witness our hands this 7th day of October, 1985

Breinholt Contracting Co., Inc.
PRINCIPAL SEAL

BY: [Signature]

Olliver/Pilcher Insurance

AGENCY OF RECORD

6150 N. 16th Street

Phoenix, Arizona 85016

AGENCY ADDRESS

United Pacific Insurance Company
SURETY SEAL

BY: [Signature]

Jerry A. Underwood Attorney-in-Fact
POWER OF ATTORNEY SEAL

CONTRACT NO. FCD 85-18
PERFORMANCE BOND

BY: _____

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34
CHAPTER 2, ARTICLE 2, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS: Bond #U556024

That, Breinholt Contracting Co., Inc.
(hereinafter called the Principal), as Principal, and

United Pacific Insurance Company

a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Federal Way, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Flood Control District of Maricopa County, State of Arizona (hereinafter called the Obligee) in the amount of Two Hundred Seventy-Three Thousand, Nine Hundred & 00-- dollars (\$ 273,900.00--), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 19____, for _____

FCD 85-18 SR 85 Bridge Channel Maintenance

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all moneys due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, of said Title, Chapter, and Article, to the extent as if it were copied at length herein.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the court or a judge thereof.

Witness our hands this 7th day of October, 1985.

Breinholt Contracting Co., Inc.
PRINCIPAL SEAL

BY: [Signature]

Olliver/Pilcher Insurance

AGENCY OF RECORD
6150 N. 16th Street
Phoenix, Arizona 85016

AGENCY ADDRESS

United Pacific Insurance Company
SURETY SEAL

BY: [Signature]

Jerry A. Underwood Attorney-in-Fact
POWER OF ATTORNEY SEAL

CONTRACT NO. FCD 85-18
PAYMENT BOND

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

JERRY A. UNDERWOOD of PHOENIX, ARIZONA-----

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP-----

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows.

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of October 1982



UNITED PACIFIC INSURANCE COMPANY

D. Keith Johnson
ASST Vice President

STATE OF Washington }
COUNTY OF King } ss.

On this 15th day of October, 1982 personally appeared D. Keith Johnson

to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company, and the Resolution, set forth therein, are still in full force.

My Commission Expires:
July 20, 1986



Elizabeth A. Morrison
Notary Public in and for State of Washington
Residing at Milton

I, Charles J. Falskow, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 7th day of October 1985



Assistant Secretary *Charles J. Falskow*

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

CERTIFICATE OF INSURANCE

CONTRACT FCD 85-18 PROJECT TITLE SR 85 Bridge Channel Maintenance

NAME AND ADDRESS OF INSURANCE AGENCY Olliver/Pilcher Ins. - Glendale P.O. Box 99 Glendale, AZ 85311	INSURANCE COMPANIES AFFORDING COVERAGES
	Company Letter A Fireman's Fund Ins. Co.
	Company Letter B Mission National Ins. Co.
	Company Letter C
	Company Letter D
	Company Letter E
	Company Letter F
NAME AND ADDRESS OF INSURED B & S Truck & Equipment Leasing Breinholt Contracting Co., Inc. 5303 E. Fairview Chandler, AZ 85224	Company Letter D
	Company Letter E
	Company Letter F
	Company Letter G

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND ARE IN FORCE AT THIS TIME.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY IN \$1,000	
				MINIMUM	each occurrence
A	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	MXX80057394	02/01/86	BOOILY INJURY per person each occurrence PROPERTY DAMAGE OR BOOILY INJURY AND PROPERTY DAMAGE Combined	\$500 XXXX \$500 XXXX \$250. \$1,000
A	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY & NON-OWNED	MXX80057394	02/01/86	SAME AS ABOVE	
B	<input checked="" type="checkbox"/> EXCESS LIABILITY	MNO40784	02/01/86	NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	BI & PD Combined \$7,000 Each Occurrence
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY each accident	\$100
	<input type="checkbox"/> OTHER				

The Flood Control District of Maricopa County is added as an additional insured as respects work done for the District by the named insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available. It is further agreed that no policy shall expire, be cancelled or materially changed to effect the coverage available to the District without fifteen days written notice to the District. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
 3335 West Durango Street
 Phoenix, Arizona 85009

DATE ISSUED 10/10/85
Carol Carter
 AUTHORIZED REPRESENTATIVE

It is further agreed that:

The Contractor hereby agrees to indemnify and save harmless the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance of any of the provisions of this Agreement. The Flood Control District of Maricopa County shall in all instances be indemnified against all liability, losses and damages of any nature for or on account of any injuries to or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been occasioned by the sole negligence of the Flood Control District of Maricopa County. The above cost of damages incurred by the Flood Control District of Maricopa County or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses for litigation and reasonable attorney's fees.

Date

10-14-85

x


Contractor

CERTIFICATE OF INSURANCE
CONTRACT FCD 85-18

UNITED PACIFIC INSURANCE COMPANY

HEAD OFFICE, FEDERAL WAY, WASHINGTON

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we BREINHOLT CONTRACTING CO., INC.

as Principal, hereinafter called the Principal, and the UNITED PACIFIC INSURANCE COMPANY of Federal Way, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

MARICOPA COUNTY FLOOD CONTROL DISTRICT

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF BID AMOUNT

Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PROJECT # FCD 85-18
SALT RIVER CHANNEL MAINTENANCE

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of SEPTEMBER A.D. 19 85

Diane A. Jagon

(Witness)

BREINHOLT CONTRACTING CO., INC.
(Principal) (Seal)
Thomas J. Jay

(Title) President

UNITED PACIFIC INSURANCE COMPANY
Jerry A. Underwood

JERRY A. UNDERWOOD ATTORNEY-IN-FACT