

CONTRACT DOCUMENTS

FOR

**Well Destruction at Aptos Par 3, Park
Wilshire Nos. 1&2**

CWO 04-35



5180 Soquel Drive
PO Box 158
Soquel, CA 95073
831-475-8500

February, 2004

BID OPENING: March 25, 2002 @ 2:00 PM

**SOQUEL CREEK WATER DISTRICT
SANTA CRUZ COUNTY, CALIFORNIA**

BOARD OF DIRECTORS

Bruce Daniels	Director/ President
Dr. Thomas LaHue	Director/ Vice President
John W. Beebe	Director
Dr. Bruce Jaffe	Director
Daniel F. Kriege	Director

Laura Brown	General Manager
Robert E. Bosso	District Counsel
Bosso, Williams, Levin, Sachs, & Book, A Professional Corporation	
Denise Alexander	Board Clerk
Jeffery N. Gailey	Engineering Manager/ Chief Engineer

These contract documents and special provisions were approved and adopted by the Soquel Creek Water District, Santa Cruz County, California by Resolution on March 2, 2004.

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Contract (Green Sheet, Sample)
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Special Provisions- Section 5

Division One through Four for these Contract Documents are located in the Soquel Creek Water District Standard Specifications and Standard Plans, adopted by the Board of Directors on August 2, 1994.

SCWD Standard Specifications and Standard Plans are available for purchase at the SCWD Office for an additional \$25 per set. (For more information, please call (831-475-8500.)

DIVISION ONE - GENERAL CONDITIONS 1-1 to 1-54
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DIVISION FIVE-SPECIAL PROVISIONS

Division Five contains the Special Provisions and Conditions that relate to this project. The sections relating to Special Provisions and their page locations in these Contract Documents are listed on the "Special Provisions Table of Contents" page.

NOTICE INVITING SEALED PROPOSALS
Well Destruction at Aptos Par 3, Park Wilshire Nos. 1&2
Santa Cruz County, California
CWO 04-35

NOTICE IS HEREBY GIVEN that sealed Bids will be publicly opened, examined, and announced by the Soquel Creek Water District, Santa Cruz County, California, on March 25, 2004 at the hour of 2:00 PM and reported at the next regular District Board Meeting.

Bids may be delivered or mailed to the Secretary of the Board, 5180 Soquel Drive, Post Office Box 158, Soquel, CA 95073.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code §1770 et seq., a copy of which is on file at the District Office, 5180 Soquel Drive. Labor Code §1770 et seq. is made a part of this Notice by reference as though fully set forth herein.

Work will consist of destruction of three (3) District wells. Destruction method shall be in compliance with state water well requirements.

Work will be done and progress payments made in cash in accordance with the plans and specifications approved by the Board of Directors on March 2, 2004 and the Standard Specifications and Standard Plans adopted by the Board of Directors August 2, 1994.

The Board of Directors reserves the privilege of rejecting any and all bids or to waive any irregularities or informalities in any bid, or in the bidding process.

No bidder may withdraw his bid for a period of thirty (30) days after bids are opened, within which time an award will be made. Bids shall be submitted in sealed envelopes clearly marked on the outside:

“Bid for Well Destruction at Aptos Par 3, Park Wilshire Nos. 1&2”
Bid Opening: March 25, 2004 @ 2:00 PM”

THE BID DOCUMENTS ARE NOT TO BE REMOVED FROM THE BOUND SPECIFICATIONS.

Plans and Specifications may be obtained at the Office of the Soquel Creek Water District, 5180 Soquel Drive, P.O. Box 158, Soquel, CA 95073 upon deposit of \$15.00 per set, **NON-REFUNDABLE.**

Dated: February, 2004

Jeffery N. Gailey
Engineering Manager/Chief Engineer

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and the conditions existing at the site of the work and its environs.

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned understands that the quantities as set forth under the foregoing units are approximate only and are for the purpose of comparing bids and fixing the amounts of bonds and agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied without claim for damage or loss of anticipated profit, and the payment will only be made on the basis of the actual quantities of work performed.

The undersigned understands that the District reserves the right to reject any and all bids and to waive any informality in bids received and may at its option make the award that in the judgment of the district is to the best interest of the District.

It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

Enclosed herewith is a Certificate of Fair Employment Practices, a Certificate of Security for Compensation and a (bidder's bond, certified check, cashier's check) for an amount equal to ten percent (10%) of the amount bid (\$_____

_____ dollars being not less than ten percent (10%) of the total amount of this proposal. The undersigned agrees that, in case he defaults in executing and/or furnishing the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the District as liquidated damages, because the actual damages in such events are difficult and impracticable to fix.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commended within ten (10) days after execution of the contract by the District and the effective date of the Notice to Proceed issued by the District and shall be completed on or before the expiration of **fifteen (15) working-days** after said notifications as provided for in the contract documents.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined pursuant to the State Statute thereto applicable, by the District the schedule thereof being set forth in the specifications for said work.

Name under which business is conducted _____

Business Address _____

Telephone #: _____

If SOLE OWNER, sign below:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign below:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do. (One or more partners sign.)

If CORPORATION, execute below:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: _____

By: _____ Title: _____

By: _____ Title: _____

Incorporated under the laws of the State of _____

Attachments(3): Fair Employment Practices Certificates, security for Compensation Certificate, Bidder's Statement of Subcontractors, (Bidder's Bond, Cashier's Check or Certified Check).

Date: _____ Contractor's License No.: _____

SPECIAL PROVISIONS AND NOTICE – FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment, without regard to their race, color religion, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sex. Such action shall include, but not limited to, the following employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this Fair Employment Practices section.
- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, reestablish, or renew pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a judicial order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment and Housing Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

- (5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each day, or portion thereof, for each person who was denied employment as a result of non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damage from any monies due the Contractor.
 - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

- (6) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - a. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of this anti-discrimination clause.
 - c. The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the workforce and who has the responsibility for determining whom to hire and whether to hire.
 - d. Personally, or through his representative, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - 1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 - 2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

- e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
- (7) The Contractor will include the provisions of the foregoing Paragraphs 1-7 in every first tier subcontract, so that such provisions will be binding each subcontractor.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

(Fill in description of contract)

(Signature of Bidder(s))

Business Address

Residence Address

***(This certification must be executed by the successful bidder
prior to the award of contract.
The bidder shall execute the certification on the page
at the time of submitting this bid.)***

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each, together with a statement of the portion of the work to be done by each.

<u>NAME OF SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>PORTION OF WORK</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

If none proposed, please check here: _____

Signature of Bidder

SECURITY FOR COMPENSATION CERTIFICATE

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Signature of Bidder

Business Address:

Residence Address:

***(This certification must be executed by the successful bidder
prior to the award of contract.
The bidder shall execute the certification on the page at
the time of submitting his bid)***

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 2003, by and between _____ hereinafter called "Contractor", and the **Soquel Creek Water District**, hereinafter called "District".

WITNESSETH:

WHEREAS, the District has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled, "**Well Destruction at Aptos Par 3, Park Wilshire Nos. 1 & 2**", and adopted by the district on February 17, 2004, items and quantities of which are more particularly set forth in the Contractor's bid therefore on file in the Office of the District.
2. **TIME OF PERFORMANCE:** After the contract has been executed by the District, the Contractor shall begin work within ten (10) calendar days after receiving from the District written notice to proceed, and shall diligently prosecute the same to completion before the expiration of **15 working-days** from the day of said notification, except as provided in the Standard Specifications and Special Provisions.
3. **CONTRACT PRICE:** Contractor shall perform the work for the sum of \$ _____ payable by the District to Contractor at the time and in the manner provided in the Specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the District and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice Inviting Sealed Proposals
 - c) Accepted Proposal
 - d) Standard Specifications and Standard Plans
 - e) Special Provisions
 - f) Technical Specifications
 - g) Faithful Performance Bond
 - h) Payment Bond
 - i) Plans, Profiles and Detailed Drawings
 - j) Resolution of Intention and Related Procedures
 - k) Special Provisions-Fair Employment Practices
 - l) Certificate of Fair Employment Practice
 - m) Certificate of Security for Compensation
 - n) Bidder's Statement of Subcontractors

5. **WAGE SCALE:** Reference is hereby made to the rate of prevailing scale established by the District and contained in the Standard Specifications, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this project. The Contractor also agrees to comply with the requirements of Section 1777.5, Chapter 1 of Division 2 of the California Labor Code with respect to Apprenticeship Standards.
6. **HOURS OF LABOR:** The Contractor shall forfeit, as penalty to the District, Fifty Dollars (\$50.00) for each worker employed in execution of the contract by him or by any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) day and forty (40) hours in any one (1) week in violation of the provisions of §1811 of the Labor Code of the State of California and all amendments thereto.
7. **SECURITY FOR PAYMENT OF COMPENSATION:** The Contractor shall secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61).

IN WITNESS WHEREOF, District has caused these presents to be executed by the District's officers thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

By: _____
Contractor

By: _____
Soquel Creek Water District

Countersigned: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that WHEREAS, the **Soquel Creek Water District**, State of California, hereinafter designated as District, by Resolution Number _____ to be passed on _____, has been awarded to _____, hereinafter designated as "Principal" a contract for **Well Destruction at Aptos Par 3, Park Wilshire Nos. 1 & 2**, and;

WHEREAS, said Principal is required to furnish a bond in connection with said contract, providing that if said Principal, or any of his or its contractors, shall fail to pay for any materials, provision, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we, the Principal and _____ as surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$) lawful money of the United States not less than 100 percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its heirs, executors or administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

- (1) This bond and all of its provisions shall inure to the benefit of any and all persons entitled to file claims under California Civil Code §3129 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.
- (2) This bond is given to comply with the provisions of California Public Contract Code Div. 2 Part 1 Ch. 4 (§4100 et seq.). This liability of the principal and surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specification.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____ 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

(SEAL)

By: _____
Principal

By: _____
Surety

The above bond is accepted and approved this _____ day of _____, 2003.

By: _____
Attorney for the District

BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: that **WHEREAS** Soquel Creek Water District; State of California, hereinafter designated as District, by Resolution Number _____ passed on _____, has awarded to _____, hereinafter designated as the "Principal" a contract for the **Well Destruction at Aptos Par 3, Park Wilshire Nos. 1 & 2;** and;

WHEREAS, said- Principal is required under the terms of said contract and the specifications therefore to furnish a bond of faithful performance of said contract.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the said District, in the penal sum of _____ Dollars (\$) lawful money of the United States, being a sum equal to the total amount payable by the terms of said contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to satisfactory completion of the said contract, the above obligation to the amount of _____ Dollars (\$) being not less than ten percent (10%) of the estimated contract cost, shall hold good for a period of two (2) years after the completion and acceptance of said work, during which time if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the District from loss of damage made evident during said period of two years from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the said sum of _____ Dollars (\$ _____), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event that the said District, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum herein above specified, we agree to pay to said District, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 2003, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by this undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.
The above bond is accepted and approved this ____ day of _____, 2003.

Principal

By: _____
Attorney for the District

By: _____
Surety