

SPECIFICATIONS FOR EXCAVATING TRENCH FOR 14" AND
16" PIPE ON CUYAMACA WATER COMPANY'S MAIN LINE FROM
EUCALYPTUS DAM TO BOUNDARY STREET AND EL CAJON AVE.

Character of Work.

The work required is furnishing the material and tools and do all things necessary to dig a trench 24 and 26 inches in width and to the depths shown upon the accompanying profile.

Backfill will not be included in this contract.

Responsibility.

All work done under the contract is to be done at the contractor's risk, up to such time as he shall notify the representative of the Baker Iron Works and in case said representative refuses to accept this trench and the responsibility, he shall notify the engineer. The contractor is notified that the line is located as far as possible, more than four feet from the Company's existing 15 inch main. All leaks will be promptly repaired by the Company on notice if they occur, but the Company assumes no responsibility for damage to contractor or delays of any kind due to such leaks or for cost of pumping out trench if necessary, provided contractor has been notified of location of said pipe line. If contractor is not notified, the Company shall be responsible and shall assume all damages. In other words, the Company on notice will promptly stop leaks but will not be responsible in any way for the effects of the same upon the contractor's work.

Inspection.

The trench will be subject to the inspection of the Company's engineer and also to the inspection and acceptance of the Baker Iron Works, contractors for the pipe line. Directions given by them will be given to the superintendent foreman in direct charge in the absence of the contractor and shall by them be received and strictly obeyed. Any person refusing to obey the directions of the Company's engineer or who shall appear to be incompetent, shall upon notice of the engineer be discharged and not further employed.

Protection of Work.

The contractor shall observe all County Ordinances and City ordinances in relation to construction operations and shall agree to maintain signals, guards and lanterns necessary to avoid accidents. The contractor shall agree to indemnify and save harmless the Cuyamaca Water Company from all suits and actions brought against the Company for any injuries or damages received by any persons on account of the contractor's operations.

Changes of plans.

The Cuyamaca Water Company shall have the right to make changes in the location and depth of the trench and make any variations in the quantity of the work as shown upon the profile and to entirely exclude any portions of the work at any time either before the commencement of the work or during its progress without changing or invalidating the price named in the contract and no claim shall be made or allowed for damages on the ground of loss of anticipated profits on work so dispensed with; and should such action be taken after the commencement of any particular piece of work and result thereby in extra cost to the contractor, the engineer shall estimate the amount to be allowed therefor as extra work.

Extra Work.

Work not provided for in these specifications and proposal which may be ordered in writing by the engineer shall be paid for on the basis of labor cost plus 10% and all claims for such extra work must be presented to the Company within one week of its execution, to be valid.

Pipes Encountered in the Line of Work.

The contractor shall provide for all pipes or conduits intersected in the line of work and shall protect and maintain them in a good and efficient manner satisfactory both to the engineer and to the owners of such pipes as are not owned by the Company.

Location of Trench.

All trenches will be located in accordance with the alignment map attached to these specifications unless modified by direction of the engineer.

Excavations.

The trenches shall be opened in accordance with the lines and grades given and in such order as may be directed by the engineer. The trench shall be 26 inches wide for the 16 inch pipe and 24 inches wide for the 14 inch pipe. No boulders or rocks shall be left in the line of the trench, but shall be carefully removed. Where rock or heavy hard pan is encountered which requires blasting, care will be used to protect traffic and injury to the Company's mains or other property and the contractor will conform specifically to the engineer's directions if he requires a modification of blasting methods. All conduits or pipes, railway tracks, curbs or pavements encountered in the line of excavation, shall be carefully supported and protected until the pipe is laid.

Excavated Material.

Excavated material will be placed on the side nearest the property line (except where impracticable) in a uniform bank, suitable for convenient backfilling. A one foot berm will be maintained to avoid slides while laying pipe. All private and public roadways and entrances will be kept clear of material. The engineer will give directions in special cases and if removal and disposal of material is ordered, will be paid as an extra. The Company will furnish the necessary planking, and the contractor will place the same to maintain crossings.

Delays.

The Company reserves the right to temporarily suspend the trenching in such case the corresponding allowance will be made in the specified rate per day in the contract and the Company agrees to defray the expenses of the contractor when so caused.

Time Allowance.

Whenever, in the opinion of the engineer, the contractor may have too much ditch open ahead of the pipe layers, he shall notify the contractor in writing to cease digging, and for such time lost the Company agrees to pay the wages of operating crew, also suspend the clause requiring eight hundred feet of ditch per day, until again notified in writing to resume work.

San Diego, Calif. Dec. 17, 1913.

Mr. W. S. Pest, Engineer,
Cuyamaca Water Co.,
San Diego, Cal.

Dear Sir:-

In regard to the responsibility clause of your specifications for the excavating of trench, would like to offer this solution for liability; that I will agree to carry the liability risk on all such portion of my ditch which has not been accepted by the Baker Iron Works people and providing you furnish the lanterns and attendant, he to work with regards to the placing of lanterns under my direction. I offer this suggestion in anticipation of dispute arising in regards to the responsibility of open ditch.

Yours truly,

R. F. Ware.

V-K

KNOW ALL MEN BY THESE PRESENTS, that the Cuyamaca Water Company of San Diego, California, party of the first part, and R.F.Ware of Los Angeles, California, party of the second part, have made and entered into the following agreement, to-wit:-

In consideration of the payments to be made as provided herein, the party of the second part hereby agrees to excavate a ditch in accordance with the specifications attached hereto and which are made a part of this contract from Station 0 plus 00 to station 85 plus 10 and an additional amount equal to approximately three and three-tenths miles, to be designated by the Engineer, of the main pipe line survey of the Cuyamaca Water Company.

The party of the second part agrees to begin work within ten days of the signing of this contract and prosecute the same at an average rate of 800 feet per day. It is also expressly agreed that in the event that the average rate of progress per day during each week falls below the agreed rate, that the party of the first part shall have the option of ordering the immediate abrogation and annulment of this contract by written notice when the contractor shall immediately discontinue his operations and leave the work. Or as an alternative the party of the first part shall deduct from the prices hereinafter named the sum of two cents (2¢) per cubic yard for each ten per cent which the rate of progress may be short of the agreed rate which deduction shall be the ascertained and agreed damage which the party of the first part suffers by reason of the slow rate of progress.

The party of the first part agrees to pay seventy-five per cent (75%) of the contract prices hereinafter mentioned by the 10th and 25th of each month for the work completed on the 1st and 15th of each month and the balance of twenty-five per cent (25%) within thirty days after the completion and acceptance of this contract. The twenty-five per cent withheld by the Company will constitute a fund to insure the Company against all liens against the contractor and against liability for damage or accident which he may be responsible for, due to his operations. It is expressly agreed that the contractor is responsible for

all such damages due to his operations and in the event of such liability occurring in excess of the twenty-five per cent aforementioned, then the party of the first part will further withhold all sums which may be due the party of the second part upon knowledge of such liability and until the claims are satisfied. The party of the second part agrees to carry liability insurance covering this contract, and file with the Company the name of the Insurance Company.

The party of the second part hereby agrees to conform to all local ordinances of the County of San Diego and municipalities within which the trench is excavated.

The party of the first part agrees to pay for extra work as defined in specifications at cost of labor plus ten per cent provided such extra work is ordered in writing by the Company's engineer and provided that a claim for same is presented within the following week when such extra work shall have been executed. And it is expressly agreed that all work not so specified and claimed will be considered as fully paid at the contract prices given below.

It is expressly agreed that prices which the party of the first part will pay the party of the second part for the trench herein contracted for, will be as follows:

- (a) Trench 0 to 3 feet deep nine (9) cents per lineal foot.
- (b) Trench 3 to 4 feet deep eleven (11) cents per lineal foot.
- (c) Trench 4 to 5 feet deep thirteen (13) cents per lineal foot.
- (d) Trench 5 to 6 feet deep twenty-one (21) cents per lineal foot.
- (e) Trench 6 to 7 feet deep twenty-seven and one-third (27 $\frac{1}{3}$) cents per lineal foot.
- (f) Trench 7 to 8 feet deep thirty-two and one-half (32 $\frac{1}{2}$) cents per lineal foot.

IN WITNESS WHEREOF, the party of the first part and the party of the second part have hereunto subscribed these presents this sixteenth day of December, A. D. 1913.

CUYAMACA WATER COMPANY,

Manager
Party of the first part.

R. E. Ware
Party of the second part.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 56 Folder: 8

Business Records - Water Companies - Cuyamaca Water Company - Specification for replacing El Cajon pipeline



Copyright: UC Regents

Use: This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.