

SECTION 01 11 00
SUMMARY OF WORK

Note: This Section is to be used only as a guide. Users are expected to create the complete Section and insert it into the Contract Book.

[Editor's comments are italicized.]

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contract Documents.
- B. Contract Description.
- C. Measurement and Payment.
- D. Scope of Work.
- E. Contract Limits.
- F. Site Access.
- G. Hours of Work.
- H. Contract Duration.
- I. Contract Liquidated Damages.
- J. Hazmat Warning (When applicable).
- K. District Support (When applicable).
- L. Interfaces with Other Agencies and Contractors (When applicable).
- M. Permits (When applicable).
- N. Temporary Storage of Materials and Laydown Area (When applicable).
- O. Incentives (When applicable).

1.02 CONTRACT DOCUMENTS

- A. The Work shall be performed and completed in accordance with the following documents:
 - 1. The General Conditions for Construction Contracts and the Supplementary Conditions; the Contract Specifications which invoke, modify, and augment the Standard Specifications; and the various forms and exhibits; all contained in the Contract Book.
 - 2. The BART Facilities Standards, Standard Specifications, Release Rx.x, dated xxxx 20xx, on Compact Disc (CD) or available for download on-line at www.bart.gov. In accordance with the General Conditions Article GC1, the Standard Specifications are applicable to the Work to the extent referenced in the Contract Specifications.

3. The Contract Drawings [*Note, if there are Reference Drawings, add “and Reference Drawings” and state whether Reference Drawings are bound with the Contract Drawings or Contract Book, or bound separately.*]

1.03 CONTRACT DESCRIPTION

- A. [*Provide a short summary of contract description which identifies the work locations and principal work elements (this paragraph is typically copied and placed in the Invitation to Bidders, so be brief).*]

1.04 MEASUREMENT AND PAYMENT

- A. Separate measurement and payment will not be made for work required under this Contract Specifications Section. All costs in connection therewith will be considered incidental to the item of work to which they pertain.

1.05 SCOPE OF WORK

- A. [*Provide a detailed description or list of the major work elements.*]

1.06 CONTRACT LIMITS

- A. Contract limits are described in the Contract Drawings. [*Additional text can be added to define the physical boundaries of the Jobsite.*]

1.07 SITE ACCESS

The Contractor's access to the Jobsite shall be coordinated with the Engineer¹.

- A. Access to District facilities will only be permitted provided the Contractor has received approval of the Four-Week Work Plan or Baseline Schedule. For the purpose of initial access to District facilities, approval of the Four-Week Work Plan specified in Contract Specifications Section 01 32 16, Construction Progress Schedule will be required. Access shall be primarily for purposes of mobilization. Additional Jobsite activities require approval of the Baseline Schedule or approval of the Baseline Schedule's initial activities. In addition, the Contractor shall give the Engineer at least two (2) weeks advance notice in writing prior to starting work at the Jobsite.
- B. [*Optional, if needed.*] Work shall be scheduled and performed only in accordance with a District approved Site Specific Work Plan (SSWP) as indicated in Contract Specifications Section 01 35 14, Operating System Interface and the Hours of Work specified herein.
- C. Any power connections and power up tests shall be performed during non-revenue hours and with the permission from the Engineer.
- D. The District's elevators and escalators shall not be used to transport materials and debris.

¹ The Term “the Engineer” includes any authorized representative. The term “Engineer’s representative” is typically not needed.

- E. The Contractor shall not interfere in BART Revenue Operations and shall comply with security and safety procedures in accordance with these Contract Specifications and as directed by the Engineer.
- F. *[Provide any additional site access restrictions, such as limits to the number of simultaneous work locations, or defining certain activity restrictions such as work to be performed only during non-revenue.]*

1.08 HOURS OF WORK

- A. Regular construction work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays.
- B. Non-revenue hours are from:
 - 1:30 a.m. to 3:30 a.m. during weekdays
 - 1:30 a.m. to 5:30 a.m. on Saturday
 - 1:30 a.m. to 7:00 a.m. on Sunday
- C. Work shall not be performed on Saturdays, Sundays or District holidays without prior approval from the Engineer. District-recognized holidays are as follows:
 - 1. New Year's Day-January 1
 - 2. Dr. Martin Luther King, Jr. Day- First Monday after January 15
 - 3. President day- Third Monday in February
 - 4. Memorial Day- Last Monday in May
 - 5. Independence Day – July 4
 - 6. Labor Day – First Monday in September
 - 7. Veterans Day– Second week in November
 - 8. Thanksgiving Day, fourth Thursday in November
 - 9. Christmas Day – December 25
- D. Exceptions to the above hours of work will be permitted only upon written authorization from the Engineer.

1.09 CONTRACT DURATION *[If applicable add "AND MILESTONES"]*

- A. Contract Completion Time: Pursuant to Article GC8.3 of the General Conditions, the Contractor shall commence Work on the date specified in the Notice to Proceed (NTP) and shall complete all Contract Work within xxxx Days.
- B. *[If applicable, define any intermediate milestone durations or additional Days if options or additive bid items are awarded.]*

- C. *[If applicable, listed required Operation and Maintenance manuals and their scheduled milestones.]*

1.10 CONTRACT LIQUIDATED DAMAGES

[Indicate the liquidated damages for total Contract duration and any intermediate milestone liquidated damages. The values of the liquidated damages listed below are samples and should be calculated by the District Project Manager for each contract.]

- A. Liquidated Damages: The amount of liquidated damages that will be assessed under the provisions of Article GC8.4.1 of the General Conditions is \$1,000 per Day for each Day's delay in completing all Contract Work, within the time specified in Article 1.09, above.²
- B. *[Optional, if needed.]* Liquidated Damages for Milestones specified in Article 1.09: The amount of liquidated damages that will be assessed under the provisions of Articles GC8.4.1 of the General Conditions for each intermediate milestone per Day for each Day's delay in completing the milestone, within the time specified in Article 1.09, above.
1. Milestone 1: \$x,xxx per Day.
 2. Milestone 2: \$x,xxx per additional weekend or partial weekend.
- C. *[Optional, if needed.]* Liquidated Damages for Interruption of Revenue Operations: In the event that Revenue Operations are delayed or shut down due to Contractor's construction operations, including but not limited to, when such delays or shut down is due to Contractor's failure to complete scheduled activities by the planned time or Contractor's failure to put in place and implement an approved contingency plan so that the Jobsite is available for BART's Revenue Operations, the Contractor will be assessed liquidated damages as follows:
1. \$3,000 for the first hour or part thereof
 2. \$11,000 for the second hour or part thereof
 3. \$26,000 for the third hour or part thereof
 4. \$62,000 for the fourth hour or part thereof
 5. \$26,00 per hour thereafter
- D. *[Optional, if needed]* Liquidated Damages for Operations and Maintenance Manuals: Failure of the Contractor to obtain approval and deliver the required Operation and Maintenance manuals within the required schedule will make the Contractor liable for liquidated damages. The amount of liquidated damages that will be assessed for late delivery to the District of the required Manuals after 30 Days after Substantial Completion is \$100 per Day.
- E. All Liquidated Damages for each milestone listed above are separate and cumulative.

² Rather than refer to Article 1.03B which is a Contract Description and not comprehensive, recommend that reference be made to "Work" that is defined in the General Conditions, Definitions.

- F. Liquidated Damages for Failure to Implement BART Police Recommendations: Refer to Contract Specifications Section 01 35 33, Security Procedures. If the Contractor fails to implement BART Police recommendations, the amount of liquidated damages that will be assessed will be \$710 for each crime incident.

1.11 HAZARDOUS MATERIALS WARNING (*When Applicable*)

- A. *[Describe if Contractor has risk of exposure to known or suspected hazardous materials and reference applicable sections. This Article is not intended to cover unknown hazardous materials. Users are referred to General Conditions Article GC4.6, which specifies Contractor's actions when Contractor suspects hazardous materials are not identified in the Contract.]*

1.12 DISTRICT SUPPORT (*When Applicable*)

- A. *[Provide description of assistance to be provided by District forces or equipment such as use of high rail equipment.]*
- B. A Safety Monitor will be assigned for each work area within or in the proximity of the BART Right of Way. The BART Right of Way is the portion of the BART System within protective fencing, tunnels, tubes, subways, stations or aerial structures wherein trains operate or which are essential to train operations. A single Safety Monitor will be responsible for an area that covers a maximum of 100 feet in each direction or a safe distance based on a clear line of sight, for a party of no more than 5 untrained individuals. Individuals are considered trained after the successful completion of the training specified under Contract Specifications Section 01 35 14, Operating System Interface, Article 1.06B. If the Contractor's work exceeds the scope of a single Safety Monitor's responsibility, additional Safety Monitors will be assigned.
- C. Safety Monitors: The District will assign and provide Safety Monitors as specified to support the Contractor's work. The Contractor shall provide a minimum of 12 Days' notice to the Engineer to schedule Safety Monitors. The Contractor shall include on its invoice the number of Safety Monitor hours utilized during the invoice period in accordance with Article entitled "Contract Payments" of Contract Specifications Section 01 20 00, Price and Payment Procedures. The District will assume the cost for xxxx of hours of Safety Monitor support. The actual incurred cost of the Safety Monitors beyond these hours shall be the responsibility of the Contractor and will be deducted from the value of the progress payments through the issuance of a credit Change Order. The rate for Safety Monitors is \$xxxx per hour per monitor with a minimum of 8 hours per shift. The rate for Safety Monitors is \$xxxx per hours for shifts lasting longer than 8 hours.
- D. A Watchperson will be assigned for each work area within the Track Zone. The Track Zone is an area within 6 feet of the outside rail on both sides of the track. If the Contractor is performing work at an additional Track Zone at the same time, an additional Watchperson will be necessary if the Watchperson is unable to provide effective warning in compliance with the 15-second rule for both Track Zones. The 15-second rule requires a worker to be clear of approaching train or on-rail equipment 15 seconds before a train or on-rail equipment moving at the maximum authorized speed on that track can pass the location of the roadway worker.
- E. Watchpersons: The District will assign and provide Watchpersons as specified to support the Contractor's work. The Contractor shall provide a minimum of 12 Days' notice to the

Engineer to schedule Watchpersons. The Contractor shall include on its invoice the number of Watchperson hours utilized during the invoice period in accordance with Article entitled "Contract Payments" of Contract Specifications Section 01 20 00, Price and Payment Procedures. The District will assume the cost for xxxx of hours of Watchperson support. The actual incurred cost of the Watchpersons beyond these hours shall be the responsibility of the Contractor and will be deducted from the value of the progress payments through the issuance of a credit Change Order. The rate for Watchpersons is \$xxxx per hour per monitor with a minimum of 8 hours per shift. The rate for Watchpersons is \$xxxx per hours for shifts lasting longer than 8 hours.

- F. District Hi-Rail Vehicles: The District will assign and provide Hi-Rail vehicles and drivers as specified to support the Contractor's work. The Contractor shall provide a minimum of 12 Days' notice to the Engineer to schedule Hi-Rail Vehicles. The Contractor shall include on its invoice the number of Hi-Rail Vehicle driver hours utilized during the invoice period in accordance with Article entitled "Contract Payments" of Contract Specifications Section 01 20 00, Price and Payment Procedures. The District will assume the cost for xxxx of hours of Hi-Rail Vehicle support. The cost of Hi-Rail Vehicle support beyond these hours shall be the responsibility of the Contractor and will be deducted from the value of the progress payment through the issuance of a credit Change Order. The rate for Hi-Rail Vehicles is \$xxxx per hour per vehicle with a minimum of 8 hours per shift. *[The rate varies depending on equipment and man-power requirements.]*
- G. Safe Clearances: The District will provide Safe Clearance support of electrified third rail sections as specified to support the Contractor's work provided a minimum of 12 Days' notice to the Engineer is given in advance of the work. The Contractor shall include on its invoice the number of District Support Safe Clearances during the invoice period in accordance with Article entitled "Contract Payments" of Contract Specifications Section 01 20 00, Price and Payment Procedures. The District will assume the cost for xxxx number of Safe Clearances occurrences. The cost of Safe Clearance support beyond this number of Safe Clearances occurrences shall be the responsibility of the Contractor and will be deducted from the value of the progress payment through the issuance of a credit Change Order. The rate for Safe Clearances is \$xxxx per occurrence which includes the installation and removal of the Safe Clearance. *[The rate varies depending on equipment and man-power requirements.]*
- H. Cancellations: The Contractor shall notify the District in advance of any cancellation of the above support at least 2 Working Days in advance of the start of such support to avoid the cost of District support. Cancellations of Safety Monitors or Watchpersons made less than 2 Working Days in advance of the requested support will be considered hours worked.

1.13 INTERFACE WITH OTHER AGENCIES AND CONTRACTORS *(When Applicable)*

- A. Non-BART Facility Standards: Work on non-BART facilities shall be performed in accordance with the jurisdictional authorities' standard drawings and specification. The Contractor shall obtain such standards as specified and comply with them as applicable.³

³ Note to reviewers: Paragraph similar to proposed Article 1.13A. has been added to some of the utility specifications under "References". The provision may also apply to paving local streets, for example. The Summary of Work is a better place for this provision.

- B. *[Describe Contractor's responsibility and awareness to coordinate with other agencies or contractors.]*

1.14 PERMIT (When Applicable)

- A. *[Refer to General Conditions Article 7.4, Permits and Licenses, which provides that the Contractor is responsible for all permits and their costs. Specify known permits that the Contractor must obtain and the permitting authorities. Make Article clear that the list of permits may not be all inclusive. Most work does not require permits on District property since the District is typically the authority having jurisdiction. If any permits are to be paid for by the District, then the Supplementary Conditions need to modify General Conditions Article GC7.4.]*

1.15 TEMPORARY STORAGE OF MATERIALS AND LAYDOWN AREA (When Applicable)

- A. Refer to Contract Specifications Section 01 52 00, Construction Facilities, for storage provisions.
- B. *[Describe any laydown areas and associated restrictions.]* The Contractor may submit a request in writing for material storage on District property. Approval of such request is not guaranteed.

1.16 INCENTIVES (when applicable)

- A. *[Describe any monetary incentives for early completion, including detailed description of measurement of incentive.]*

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION 01 11 00