

SECTION 01 11 00

SUMMARY OF WORK

*Note: This Section is to be used only as a reference. 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. Precedence of Documents
- B. Contract Description
- C. Scope of Work
- D. Contract Limits
- E. Site Access
- F. Hours of Work
- G. Contract Duration
- H. Contract Liquidated Damages
- I. Hazmat Warning (When applicable)
- J. District Support (When applicable)
- K. Interfaces with Other Agencies and Contractors (When applicable)
- L. Permits (When applicable)
- M. Temporary Storage of Materials and Laydown Area (When applicable)
- N. 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 October 20xx, on Compact Disc (CD) or available for download on-line at www.bart.gov.
 - 3. The Contract Drawings and, if applicable, Reference Drawings, contained in the 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 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. *This is 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 job site.*

1.07 SITE ACCESS

- A. The Contractor's access to the Jobsite shall be coordinated with the Engineer or the Engineer's representative. The Engineer's presence shall not relieve the Contractor of responsibility for performing the Work.
- B. Access to District facilities will only be permitted provided the Contractor has received approval of the work schedule. In addition, the Contractor shall give the Engineer at least two (2) weeks advance notice in writing prior to starting work at the Jobsite.
- C. (Optional) Work shall be scheduled and performed only in accordance with a District approved Site Specific Work Plan (SSWP) as indicated in Contract Specifications 01 35 14, Operating System Interface and the Hours of Work specified herein.
 - 1. BART reserves the right to change the Work sequence described in the SSWP. The change of the Work sequence shall not impact the construction schedule and the District shall not be liable for any additional cost.
 - 2. Operating and physical data of all construction equipment shall be included in the SSWP for District review and approval.
- D. Any power connections and power up tests shall be performed during non-revenue hours and with the permission from the Engineer.
- E. The District's elevators and escalators shall not be used to transport materials and debris.
- F. *Add 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.
- D. Exceptions to the above hours of work will be permitted only after obtaining written authorization from the Engineer. Contractor is responsible for providing a work schedule to the Engineer for approval before commencing the Work.
- E. The Contractor shall not interfere in BART revenue operations under any circumstances and shall comply with all security and safety procedures in accordance with these Contract Specifications and as directed by the Engineer.

1.09 CONTRACT DURATION

- 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 XXX Days.
- B. *If applicable, define any intermediate milestone durations or additional days if options or additive bid items are awarded.*
- C. *If applicable, define which O&M manuals are required and their scheduled milestones.*

1.10 CONTRACT LIQUIDATED DAMAGES

[define 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 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 One Thousand Dollars (\$1000) per day for each day's delay in completing all work referred to in Article 1.03B above, within the time specified in Article 1.09, above.
- B. *[Optional]* Liquidated Damages for Interruption of Revenue Operations: In the event that the Contractor fails to complete scheduled activities that affect BART train operations by the planned time, fails to put in place an approved contingency plan so that the areas of Work are available for BART operations and use at the approved completion time, or causes a delay or shut-down of the BART operating system because of its construction operations, the Contractor will be assessed liquidated

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damages if the operation of the BART system for passenger Revenue Operation is delayed as follows:

1. Three Thousand Dollars (\$3,000) for the first hour or part thereof
 2. Eleven Thousand Dollars (\$11,000) for the second hour or part thereof
 3. Twenty-Six Thousand Dollars (\$26,000) for the third hour or part thereof
 4. Sixty-Two Thousand Dollars (\$62,000) for the fourth hour or part thereof
 5. Twenty-Six Thousand Dollars (\$26,000) per hour thereafter.
- C. [*Optional*] Liquidated Damages for Operation 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.
- D. The Liquidated Damages for each milestone listed above are separate and cumulative.
- E. (Optional) The total sum of all liquidated damages shall not exceed 20% of the Bid Price amount.

1.11 HAZMAT WARNING (WHEN APPLICABLE)

- A. *Identify if contractor has risk of hazmat exposure and reference applicable sections.*

1.12 DISTRICT SUPPORT (WHEN APPLICABLE)

- A. *Identify if assistance will be provided by District forces or equipment such as use of high rail equipment.*
- B. Safety Monitors: The District will assign and provide Safety Monitors as specified to support the Contractor's Work. A minimum 48 hour notice must be given to the District 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 1.06 of Contract Specifications section 01 20 00, Contract Payments. The District will assume the cost for xxxx number of hours of Safety Monitor support. The 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. The rate for Safety Monitors is \$57.86 per hour per monitor with a minimum of 8 hours per shift.
- C. District Hi-Rail Vehicles: The District will assign and provide Hi-Rail vehicles and drivers as specified to support the Contractor's Work. A minimum 7 working days must be given to the District 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 1.06 of Contract Specification section 01 20 00, Contract Payments. The District will assume the cost for xxxx number 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. 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.)*

- D. 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 7 calendar days' notice to the District 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 1.06 of Contract Specification section 01 20 00, Contract Payments. 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 payment. 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.)*
- E. Cancellations: The Contractor shall notify the District in advance of any cancellation of the above support at least 36 hours in advance of the start of such support to avoid the cost of District support.

1.13 INTERFACES WITH OTHER AGENCIES AND CONTRACTORS (WHEN APPLICABLE)

- A. *This paragraph identifies contractor's responsibility and awareness to coordinate with other agencies or contractors.*

1.14 PERMITS (WHEN APPLICABLE)

- A. *Identify if BART or Contractor will obtain any necessary permits. Specify which Cities or Agencies the Contractor must obtain permits from, since most work does not require permits on BART property since BART is frequently the Authority Having Jurisdiction. Typically, the Contractor is responsible for all permits and their costs. If any permits are to be paid by BART, then the SC's need to modify GC7.4.*

1.15 TEMPORARY STORAGE OF MATERIALS AND LAY DOWN AREA (WHEN APPLICABLE)

- A. The Contractor shall be responsible for temporary storage of materials /equipment at the Work Sites and shall assume all risk or losses of materials/equipment and the safety/liability associated with the storage of the materials/equipment.
- B. *Identify any lay down areas and associated restrictions.* The Contractor may submit a request in writing for material storage on BART property. Approval of such request is not guaranteed.

1.16 INCENTIVES (WHEN APPLICABLE)

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

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PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01 11 00