SECTION 01010

summary of work

# GENERAL

## WORK OF THIS SECTION

### This section defines the Lump Sum Prices, Unit Prices and Allowances listed in the Proposal Bidding Schedule, and the manner in which they will be used to determine measurement and payment for all items included in the Bid Schedule. Parts 2 and 3 of this section describe the procedures required to be followed for monthly payments to the Contractor.

### Payment for all items of the Bid Schedule whether lump sum or unit price shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances hereto, and including all costs of permits and costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs shall be included in the prices named in the Bid Schedule for the various items of work.

### Final payment for work covered by Unit Prices will be made on the basis of the actual measured quantities accepted by the Engineer multiplied by the Unit Price of the Bid Schedule.

### Monthly pay requests are due on a certain day of each month (to be determined by Owner), and while pay requests will be accepted prior to this date, pay request processing will not begin until this date for purposes of meeting the Owner's pay request processing obligations under the California Public Contract Code. Failure of the Contractor to submit his pay requests by this day may be cause for rejection of the pay request. If rejected, the Contractor may have to resubmit his pay request the next month. Should the submittal date fall on a holiday or weekend day during the month, the Contractor shall consider the next working day as the due date.

### The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the work in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the DISTRICT.

## RELATED WORK SPECIFIED ELSEWHERE (NOT USED)

## WORK COVERED BY CONTRACT DOCUMENTS

### The work generally includes, but is not limited to, furnishing all products, labor, equipment, material, transportation, and incidental services to construct the following:

#### (populate)

#### (populate)

#### (populate)

## PROJECT LOCATION

### The project is located at (insert address) in the City of *(populate)*, CA.

## BID PROPOSAL

Measurement and payment will be made for each Bid Schedule Item independently and in accordance with the Special Provisions as follows:

### Lump Sum Prices: The Contractor shall provide Lump Sum Prices in the Bid Schedule for all work in the Contract Documents, except items of work listed in the Contract as Unit Priced Items. For Lump Sum items, only the total amount needs be filled in.

### Unit Priced Items: Unit Price Items are provided by the Owner for additive or deductive Work not presently identified in the Contract Documents. In the appropriate places on the Bid Schedule, each Bidder shall quote Unit Prices for the items of work in the units stated. Each unit price, whether additive or deductive, shall cover all costs and charges, including, without limitation, the costs of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit, and taxes. Unit Prices shall be the exact amount per unit to be applied to the units of work actually provided or not provided for the purpose of modifying the Contract Price or establishing the payment due the Contractor, as applicable. Unit Prices provided by the Owner shall be held good and in effect until the work is completed and accepted by the Owner. Contractor-proposed Unit Prices which are so unbalanced as to be detrimental to the Owner's interest may be rejected or cause rejection of the Bidder's entire bid at the discretion of the Owner.

### Allowance Items: Allowance Item amounts are provided by the Owner to cover the cost of additive Work not presently identified in the Contract Documents. Payment for Allowance Items will be made only when authorized as described in Part 1.03, below.

### Retention: Payment for all bid items is subject to the retention provisions set forth in these specifications, or five percent (5%), whichever is greater.

### Schedule: All scoped Allowance Bid Items and Unit Priced Bid Items are included in the scope of the Contract without specific locations for the work provided. The Owner reserves the right to direct that these scoped items of work be performed when they are encountered, and the Contractor is obligated to accommodate this work within the original contract duration. The Contractor will not be entitled to additional time regardless of where work is encountered.

### The Owner reserves the right to vary the total contract price by +/- 25% by varying the Unit Price quantities and authorized Allowance amounts within their respective individual limits.

### Stipulated or Bid Unit Prices: When the Owner's use of a Unit Price Bid Item exceeds 200% of the Bid Item quantity, the Contractor or Owner may demand that the Unit Price Item be renegotiated for quantities in excess of 200%, whether the price is stipulated or bid. This provision is to prevail over any conflicting general condition provision.

### Specified Items and Stipulated Priced: The stipulated price for these items cannot be invoiced until the item is complete and accepted by the Engineer and the Owner.

## WORK BY OTHERS

### Interference with work on utilities: The CONTRACTOR shall cooperate fully with all utility forces of the DISTRICT or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of utilities which interfere with the progress of work by others, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

### Concurrent Work by Other Contractors: The Contractor’s attention is directed to the fact that work may be conducted at or adjacent to the site by other contractors during the performance of the Work of this Contract. The Contractor shall conduct his operations so as to cause a minimum of interference with the work of such other contractors.

# MEASUREMENT AND PAYMENT

## GENERAL

### The CONTRACTOR shall provide all labor, materials, equipment and incidentals for the work described within these specifications and construction drawings. Payment for each bid item shall be included in the contract unit price or lump sum price shown on the Bidder’s proposal. Measurement for payment of lump sum items will be based on the component parts listed in the Bid Items, as required in this specification. Payment for component parts will be based on the Schedule of Values approved by the DISTRICT. The cost breakdown shall include quantities and items aggregating the Bid Item in payments during construction. All measurements of quantities shall be approved by the DISTRICT. Payment for each bid item shall include full compensation for all labor, materials, tools, and equipment necessary to complete the work as shown on the construction drawings and within these specifications and no additional compensation shall be allowed. This includes the cost of work not specifically listed in the Bid Schedule or Schedule of Values but is necessary to complete the project as described and shown in the Contract Documents. Work for which no separate payment has been provided will be considered a subsidiary obligation of the CONTRACTOR, and the cost therefore shall be included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the DISTRICT or its representative.

## BID ITEM NO. 1 – Mobilization, Bonds, Permits, Site Cleanup, Demobilization, and Site Restoration)

Payment for mobilization, bonds, permits, site cleanup, site restoration and demobilization shall be made at the contract lump sum, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The Contract Price shall include, but is not limited to the following principal items: obtaining all permits, insurance, and bonds; preparing schedule and schedule of values; mobilizing labor force, equipment and construction facilities onto site; providing field offices and storage yard (if Contractor deems necessary); securing construction water supply; providing power necessary for construction, providing all temporary construction fencing; installing, maintaining and removing project signs; providing on-site sanitary facilities; posting OSHA requirements and establishing safety programs; performing all work and documentation necessary for the mobilization, bonding, and permitting for construction of the project as described within the Contract Documents. This work also includes the cost for maintaining and submitting the project record drawings at the end of the project. These record drawings must be reviewed monthly with the DISTRICT to receive payment for any work. The amount for this bid item shall be limited to 10% of the total contract amount, 5% payable at the project outset for mobilization and 5% at the project conclusion for demobilization.

Payment for Bid Item 1 will be made at the lump sum bid price.

## BID ITEM NO. 2 – Temporary Erosion Control/Storm Water Pollution Control Plan (WPCP)

Payment shall be made at the contract lump sum price, complete and in accordance with the Contract Documents and as directed by the DISTRICT. The contract price for work under this item shall include but is not limited to furnishing all labor, material, tools, and equipment and performing all work required for establishing, maintaining, operating, and providing all reporting for a complete site erosion control and storm water pollution control plan to be implemented throughout construction. This includes but is not necessarily limited to preparation of all required plans and regulatory DISTRICT submittals, the operation and protection of the site drainage systems (at a minimum, daily street sweeping with a wet vacuum enabled street sweeper), fiber rolls, erosion control blankets, silt fences, gravel bags, berms, stabilized construction entrances, or other measures as described in the CONTRACTOR’s project-specific storm water pollution prevention plan and as necessary to provide a complete erosion control program in complete compliance with all applicable Regional Water Quality Control Board (RWQCB) and all other jurisdictional requirements. The CONTRACTOR shall be responsible for providing a certified WPCP Developer (QSD) to prepare Permit Registration Documents (PRD) and comply with the SMARTS system and coordinate with the DISTRICT’s designated Legally Responsible Party (LRP) throughout the duration of the project. The CONTRACTOR shall also provide a certified Practitioner for the duration of the construction and comply with all monitoring, reporting, and inspection as designated by the RWQCB. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

Payment for Bid Item 2 will be made at the lump sum bid price.

## BID ITEM NO. 3 – City of Lake Elsinore Encroachment Permit, Traffic Control Plans and Traffic Control

Payment will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required to prepare and secure the Right-of-Way Permit(s) and traffic control plans (preparer shall be certified by the American Traffic Safety Services Association, or equal, for work in the State of California), and obtain a Traffic Control Permit for all phases of the work from the City of Lake Elsinore. This bid item includes the payment of all fees associated with the Traffic Control Permit. The contract price for work under this item shall also include furnishing all labor, material, tools, and equipment and performing all work required to implement the approved traffic control plans and all traffic control measures required for construction of the project in accordance with the Traffic Control Permit. All traffic control measures associated with the approved traffic control plans will be paid for with this bid item. The CONTRACTOR will be required to apply and obtain all of necessary permits for Work within the public rights-of-way.

Payment for Bid Item 3 will be made at the lump sum bid price.

## BID ITEM NO. 4 – County of Riverside Encroachment Permit, Traffic Control Plans and Traffic Control

Payment will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required to prepare and secure the Right-of-Way Permit(s) and traffic control plans (preparer shall be certified by the American Traffic Safety Services Association, or equal, for work in the State of California), and obtain a Traffic Control Permit for all phases of the work from the County of Riverside. This bid item includes the payment of all fees associated with the Traffic Control Permit. The contract price for work under this item shall also include furnishing all labor, material, tools, and equipment and performing all work required to implement the approved traffic control plans and all traffic control measures required for construction of the project in accordance with the Traffic Control Permit. All traffic control measures associated with the approved traffic control plans will be paid for with this bid item. The CONTRACTOR will be required to apply and obtain all of necessary permits for Work within the public rights-of-way.

Payment for Bid Item 4 will be made at the lump sum bid price.

## BID ITEM NO. 5 – Pre/post construction videotapes and photographs

Payment for the pre/post-construction videotapes and photographs will be paid for at the contract lump sum price, complete and in accordance with the Contract Documents, and as directed by the DISTRICT. The contract price for work under this item shall include but not be limited to furnishing all labor, material, tools, and equipment and performing all work required at each construction site location for the completion of the pre/post-construction videotapes and photographs as described in the Contract Documents. All work shall be considered as compensated for in the lump sum price and no additional compensation shall be made thereafter.

Payment for Bid Item 5 will be made at the lump sum bid price.

## BID ITEM NO. 6 – (*populate*)

*(populate)*

# EXECUTION

## WORK SEQUENCE:

All of the following sequence items shall be contingent on the CONTRCTOR obtaining approval from the CITY’s and/or COUNTY’s Traffic Engineer as a part of CONTRACTOR’s prepared Traffic Control Plans.

### The general sequence of work shall be as follows:

#### The CONTRACTOR shall provide a two-week written notice to EVMWD notifying of any shutdown activities.

#### Submit proposed schedule of work, insurance and bonds. The CONTRACTOR is responsible for supplying electrical power for the entire project length. Obtain required permits, licenses, and jurisdictional approvals. After construction survey, call Underground Service Alert (DIGALERT) and utility owners to obtain mark out of buried utilities.

#### If required, the CONTRACTOR is responsible for obtaining a construction water meter from the DISTRICT for any temporary water usage throughout duration of construction.

#### Secure laydown/staging areas. The CONTRACTOR shall obtain written approval for use of any public or private rights-of-way.

#### Take pre-construction photographs and video log of pipeline alignment and along proposed work areas (potential layout or staging areas, etc.).

#### Identify and pothole all points of connection and existing utilities crossing the pipeline alignment and those parallel to it within 5 feet, and submit potholing record drawing results to DISTRICT for review, prior to starting any construction. Allow 10 working days for review.

#### Submit shop drawings and other submittals required by the plans or Contract Documents.

#### Begin manufacturing and shipping materials and equipment after receiving approved submittals.

#### Complete work according to approved Proposed Work Schedule.

#### Complete Punch List items.

#### Finalize clean up and restore construction areas.

#### Provide warranty as specified.

## CONTRACTOR USE OF PROJECT SITE

### The CONTRACTOR’s use of the project site shall be limited to its construction operations. On-site storage of materials, on-site fabrication facilities, and field offices located within public right-of-way require approval from the DISTRICT.

### The CONTRACTOR shall install signs, barricades and lights necessary to ensure public safety and safety of DISTRICT’s operators and personnel. Provide plates across ditches to enable safe access of DISTRICT’s personnel to facilities or the public across excavations within public right-of-way that cannot be backfilled at the end of the day. Traffic control during hours of construction work shall be in accordance with the approved traffic control plans included in this bid package.

## DISTRICT USE OF THE PROJECT SITE

### The DISTRICT may utilize all or part of the existing facilities during the entire period of construction for the conduct of the DISTRICT’s normal operations. The CONTRACTOR shall cooperate and coordinate with the DISTRICT to facilitate the DISTRICT’s operations and to minimize interference with the CONTRACTOR’s operations at the same time. In any event, the DISTRICT shall be allowed access to the project site during the period of construction.

END OF SECTION