

SECTION 01010

SUMMARY OF WORK

PART I - GENERAL

1.01 GENERAL

- A. The purpose and intent of this contract is to establish an hourly priced contract for the provision of crews with equipment to be used by Town of Jupiter Utilities Department to perform miscellaneous utility infrastructure maintenance, repairs, and or improvements through the issuance of specific Work Orders. Crews and equipment shall be available on an "as needed" basis with no guarantee by the Town of the amount of usage.
- B. For all non-emergency work orders the contractor will be required to submit a material list which includes restoration materials with prices from two separate vendors to the Town's representative. The Town will direct purchase the materials from the lowest vendor. It will be the Contractor's responsibility for material delivery, schedule and all coordination with the vendor.
- C. For emergency work orders the contractor will be required to submit an estimated material list to the extent practical which includes restoration materials with prices to the Town's representative for approval. The contractor will be responsible for the purchase of the materials, material delivery, schedule and all coordination with the vendor.
- D. Normal work hours under this Contract are Monday-Friday, 7:00am - 5:00pm. Work requiring inspection by Town representatives shall be scheduled to occur between 8:00am - 4:00pm. No work will be permitted on weekends, Town observed holidays, or outside of normal work hours without written approval by Owner. Contractor must request in writing, from Owner, permission to work outside of normal work hours at least one week in advance.

WORK COVERED BY THESE CONTRACT DOCUMENTS

- A. Furnish all labor and equipment at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements.
- B. Prior to construction, the Contractor shall identify existing utilities. The contractor will be responsible for the coordination of his work with the associated utility owners and permitting agencies having jurisdiction over the

specific locations to be verified.

C. Maintenance of Traffic (MOT) is the responsibility of the Contractor. Contractor shall submit MOT plans for approval to the Owner and appropriate regulatory agency before work begins with the cost of MOT included in the units of the Work Order.

D. No guarantee is expressed or implied as to the total range and/or quantity of bid items to be issued in Work Orders under this contract. Estimated quantities will be used for bid comparison only. The Owner reserves the right to issue Work Orders as and when required for proposed work. Owner does not guarantee any value of work under this Contract.

E. Contractor's Duties:

Contractor shall be Florida licensed underground contractor. Equipment operators must be fully licensed, as applicable, and competent in the use of the assigned equipment. Failure to comply with any of these requirements is sufficient cause to terminate contract because of default by the Contractor.

The Contractor will be responsible for repairs and maintenance of its equipment. The equipment will be operated by the Contractor and kept in good working condition, including all grease, oil, parts and fuel as necessary.

Contractor's equipment deemed defective by the Town of Jupiter representative shall be promptly removed from the site. Personnel employed either directly or indirectly by the Contractor, who are deemed to be incompetent, inept or unfit to perform the work in the opinion of the Town of Jupiter Project representative, shall be promptly removed from the project under this Contract, and such personnel shall not again be employed to work on the project. Failure of the Successful Bidder to remove defective equipment or incompetent personnel may result in the termination of this Contract.

F. Contractor shall familiarize himself with and perform the work contemplated by this contract in accordance with the Town of Jupiter Utilities and Engineering/Public Works construction standards and details which are available on the Town's website. (www.jupiter.fl.us)

1.02 CONTRACTS

A. Construct the Work under a Unit Price contract.

B. Subcontractors (when used) shall work directly for the contractor.

1.03 WORK BY OTHERS AND FUTURE WORK

- A. The Contractor's attention is directed to the fact that work may be conducted at the sites by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the sites, as required to perform their respective contracts.
- B. The Contractor shall cooperate with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.04 FIELD LAYOUT OF WORK

All work under this Contract shall be constructed in accordance with the information shown herein, on the drawings and/or sketches of each Work Order or as modified by the Owner/Engineer. Elevations of existing ground, structures, and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Owner/Engineer for interpretation or correction.

1.05 CONTRACTOR RESPONSIBILITIES

A. Contractor's Responsibilities:

1. Review and incorporate Owner-reviewed shop drawings, product data, and samples into the construction of the project.
2. Demolish, haul and dispose of in a legal manner all materials scheduled for demolition. Contractor shall test all structures to be demolished to verify the presence or absence of lead. Demolition of structures containing lead shall be done in strict accordance with OSHA's Lead Standard, "Lead in Construction" (OSHA 3142). Contractor is responsible for the development and implementation of a worker protection program in accordance with Title 29 Code of Federal Regulations (CFR), Part 1926.62.
3. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
4. Repair or replace items damaged after receipt.
5. Arrange for product delivery to site.
6. Handle, store, protect and install all delivered products.

7. Submit claims for transportation damage and replace damaged, defective, or deficient items.
8. Arrange for manufacturers' warranties, inspections, and service.
9. Provide the Owner with a one-year warranty on all equipment and workmanship from the date of substantial completion of each work order.
10. Perform an asbestos survey prior to demolition activities.
11. Prepare and submit a Notice of Demolition or Asbestos Renovation (FDEP Form 62-257.900(1)) to the Palm Beach County Health Department (when applicable).

1.06 CONTRACTOR'S USE OF THE PREMISES

- A. Contractor shall limit his use of the premises for work and storage to allow for:
 1. Work by other Contractors
 2. Owner occupancy
 3. Public use
- B. The contractor shall be responsible for Maintenance of Traffic in accordance with Town of Jupiter standards.
- C. Coordinate use of premises with Owner and/or Engineer.
- D. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- E. Move any stored products, under Contractor's control, which interfere with operations of the Owner other Contractors or the general public.
- F. Obtain and pay for the use of additional storage or work areas needed for operations.

1.07 PERMITS REQUIRED

- A. Owner will obtain required right of way permits as needed for individual work orders. Contractor is responsible to perform work in accordance with permit requirements.
- B. The Contractor will be responsible for obtaining any required dewatering permits required for the execution of the work.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 GENERAL

A. SCOPE OF THIS SECTION

1. The following explanation of the Measurement and Payment for the Schedule of Payment items is provided; however, the omission or reference to any item shall not alter the intent of the Bid Form or relieve the Contractor of the necessity of constructing a complete project under this Contract.
2. The quotations prepared by the Contractor for the various items of work are intended to establish a total price for completion of the work in its entirety. Should the contractor feel that the cost for any particular work item has not been established by the Schedule of Payment items or this section, the Contractor shall include the cost for that work in one of the bid items so the proposal for the project reflects the total cost to complete the work in its entirety.
3. The Owner reserves the right to increase or decrease the quantity of any item or portion of the work during the progress of construction in accordance with the terms of the Contract.
4. Unit prices, if used, are used as a means for computing the bid, for Contract purposes, for periodic payments, for determining value of additions or deletions.
5. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, equipment, tools, transportation, delivery, disposal of waste and surplus material, and backfilling as described in the work order, and all other appurtenances to complete the construction and installation of the work as described in the work order.

1.02 SUBMITTALS

A. Project Unit Costs and Payment Information:

1. Work Order Proposal
2. Application for Payment

3. Final Application for Payment

B. Submittals shall be in accordance with Section 01300.

1.03 APPLICATION FOR PAYMENT

- A. Include accepted schedule of values for each portion of work and the unit price breakdown for the work to be paid on a unit price basis, and a listing of Owner selected equipment, if applicable, and allowances, as appropriate.
- B. Preparation:
1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
 2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.
 3. Include Owner's Application for Payment Cover Sheet and partial or full releases of liens, as appropriate, for all subcontractors, suppliers, and Contractor.

PART 2 – PRODUCTS

2.01 ITEM DESCRIPTIONS

A. GENERAL

1. Contractor shall coordinate with Owner for suitable locations to store Owner purchased materials under this Contract.
2. Costs for Mobilization, Demobilization, Maintenance of Traffic, sediment control/pollution prevention, project record drawings and Contractor General Conditions for individual work orders will be negotiated based on the scope of each work order, and shall not exceed 10% of the sum of the work order line items, excluding this item.
3. For all non-emergency work orders the contractor will be required to submit a material list with prices from two separate vendors to the Town's representative. The Town will direct purchase the materials from the lowest vendor. It will be the Contractor's responsibility for material quantities, receipt of delivery, schedule and all coordination with the vendor.

3. Final Application for Payment

B. Submittals shall be in accordance with Section 01300.

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1. List each Change Order and Written Amendment executed prior to date of submission as a separate line item.
2. Submit application for payment, a listing of materials on hand as applicable, and such supporting data as may be requested by the Owner/Engineer.
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A. INDEMNIFICATION (Bid Item No. 1)

In recognition of Contractor's indemnification obligations, the Owner will pay to the Contractor the specific consideration of one hundred dollars (\$100.00). Payment of said specific consideration shall be made at the time of the payment of the first Work Order and the Contractor shall acknowledge payment of this consideration by letter to the Owner after receipt of the progress payment.

B. BONDS AND INSURANCE (Bid Item No. 2)

The Work included in this Item shall be the actual costs of bonds and any required insurance as outlined in the Contract Documents. Payment of bonds and insurance shall be made on the first Application of Payment of each work order. Contractor shall provide Owner with written documentation from bonding and insurance companies indicating actual costs for bonds and insurance for this project.

C. 4 MAN UNDERGROUND CONSTRUCTION CREW (Bid Item No. 3)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.
2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the work proposed. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during normal working hours. The Owner will track time and approve payment.

D. OVERTIME MULTIPLIER FOR 4 MAN UNDERGROUND CONSTRUCTION CREW (Bid Item No. 4)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.
2. Basis of Payment: Payment shall be made at the Contract unit price per hour multiplied by the overtime multiplier for the provision of a 4 Man Underground Construction Crew at the direction of the Town to perform miscellaneous utility infrastructure maintenance, repairs, and/or improvements. All work shall be performed in accordance with permitted regulatory agency requirements and meet the appropriate jurisdictional standards which include but are not limited to FDEP, Palm Beach County Health Dept., and/or Town of Jupiter, Palm Beach County, Martin County, and any other permitting entity applicable to the proposed work. This pay item shall include but not be limited to full compensation for furnishing labor consisting of a four (4) man crew which includes foreman/operator, pipe layer and two laborers; minimum equipment consisting of 1 ton pickup truck, pipe saw, plate compactor, 3" trash pump; miscellaneous hand tools and safety equipment necessary to meet regulatory agency requirements. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for a 4 Man Underground Construction Crew during overtime working hours. The Owner will track time and approve payment.

E. COMBINATION BACKHOE LOADER (Bid Item No. 5)

1. Method of Measurement: The quantity to be paid for under this Section shall be on an hourly basis.
2. Basis of Payment: Payment shall be made at the Contract unit price per hour for the provision of a Combination Backhoe Loader which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 461E Backhoe Loader (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (not including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing

by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. This pay item is an hourly rate charge for the Combination Backhoe Loader. The Owner will track time and approve payment.

F. HYDRAULIC EXCAVATOR WITH OPERATOR (Bid Item No. 6)

1. **Method of Measurement:** The quantity to be paid for under this Section shall be on an hourly basis for the actual time the excavator with Operator is in use for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item shall not include travel time for the excavator or operator to and from the site.
2. **Basis of Payment:** Payment shall be made at the Contract unit price per hour for the provision and operation of a Hydraulic Excavator which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for providing a Caterpillar 315D Hydraulic Excavator (or equivalent size machine) to the work order site for a specified period of time and include all costs associated with delivery, pickup, maintenance, operation (including operator), insurance, and any other miscellaneous costs or fees associated with providing a safe working machine as designed by the manufacturer. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment.

G. DEWATERING WITH 4" HYDRAULIC PUMP (Bid Item No. 7)

1. **Method of Measurement:** The quantity to be paid for under this Section shall be on an hourly basis for the actual time the 4" hydraulic pump is in operation for the intended scope of work as agreed to between Contractor and Owner. The Owner will track time and approve payment. Measurement of this pay item will not include the time required to mobilize, set up and remove the pump and associated equipment to/from the job site.
2. **Basis of Payment:** Payment shall be made at the Contract unit price per hour for the provision and operation of a 4" Hydraulic Pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full

compensation for labor, equipment, and material such as providing pump and associated equipment, fuel, maintenance, suction and discharge piping, disposal of pump discharge, dewatering permits and any other costs associated with dewatering using a 4" hydraulic pump to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be approved for payment. Contractor shall include costs associated with dewatering with anything smaller than a 4" hydraulic pump in the 4 Man Underground Construction Crew pay item. If a 4" hydraulic pump does not provide adequate dewatering, in the opinion of the Owner, then Contractor shall dewater by well point. Owner will not pay costs associated with this Pay Item if dewatering with 4" hydraulic pump is not adequate, or efficient. Owner will not direct Contractor in what type of dewatering to use. This pay item is an hourly rate charge for the 4" Hydraulic Pump.

H. DEWATERING WITH WELL POINTS (Bid Item No. 8)

1. **Method of Measurement:** The quantity to be paid for under this Section shall be on a daily basis for the actual time the well point dewatering system is in operation for the intended scope of work as agreed to in writing between Contractor and Owner. The Owner will track time and approve payment. Measurement of this item will not include the time to mobilize, set up and remove the well point dewatering system to/from the job site.
2. **Basis of Payment:** Payment shall be made at the Contract unit price per 24 hour-day (24 hr) for the provision of a well point system complete with suction/discharge piping and vacuum pump which is a supplement to the 4 Man Underground Construction Crew bid item. This pay item shall include, but not be limited to, full compensation for labor, equipment, and material for a complete well point dewatering system including but not limited to fuel, maintenance, suction and discharge piping, manifold header piping, dewatering permits, permitting pump discharge, disposal of pump discharge and any other costs associated with dewatering using a well point system to assist in removing groundwater from the excavation area to an acceptable discharge location. Any time charged under this line item must be specifically approved in writing by the Owner, including a mutually agreed upon start date and duration in hours. Any time charged by the Contractor without the Owner's prior written approval under this pay item will not be

approved for payment. This pay item is an hourly rate charge for Dewatering with Well Points. If Contractor has not provided a well point dewatering system adequate to allow for repairs and/or installation of the infrastructure in accordance with Town or other applicable entity standards, Owner will not pay costs associated with this Pay Item until the Contractor has corrected the system to function properly and efficiently.

END OF SECTION

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