

## **SECTION 05: SCOPE OF WORK**

### **05.01. GENERAL BACKGROUND / DESCRIPTION**

This project is to provide and install one (1) mobile office trailer building, equipped with septic tank, two (2) restrooms, one (1) Americans with Disabilities Act (ADA) accessible from the outside and one (1) standard restroom on the inside interior office space located at Buena Creek SPRINTER Station. Work includes purchase and installation of a mobile office trailer, installation and connection of domestic water and electrical service, striping of two designated parking spots with signage, relocation and restriping of (3) three accessible parking stalls with signage, and 8' tall aluminum fence with a 4' wide secured swing gate.

### **05.02. CONTRACTOR RESPONSIBILITIES**

- a. The Contractor is required to have North County Transit District (NCTD) Access Authorization on hand prior to working on any NCTD site location. The Contractor must provide work plan submittals in accordance with the Property in Access Requests Process found on the GONCTD.com website (<https://gonctd.com/about-nctd/accountability/working-around-the-rails/>).
- b. Site Security - The Contractor, at his sole cost, shall be solely responsible for the security of Contractor's facilities, materials, and equipment at the work site. The Contractor shall understand that NCTD shall not be responsible for such security measures, and the Contractor shall take necessary and prudent measures to ensure the security of Contractor's facilities, materials, and equipment; including but not limited to security fencing, locked storage facilities, secured equipment areas, posted security personnel, and other measures deemed necessary by the Contractor. The cost for any damaged, vandalized, or stolen items shall be borne solely by the Contractor.
- c. Work and Materials - Until the final acceptance of all the work specified in the Contract, the Contractor shall have the charge and care of the work and of the materials to be used therein or materials which have been furnished by NCTD, and shall bear the risk of injury, loss or damage to any part thereof due to any cause, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore and make good all losses or damages to any portion of the work or the materials occasioned by any cause before its completion and acceptance and shall bear the full expense thereof. In the event the Contractor fails with respect to its obligations under this section, NCTD may withhold a sufficient amount/amounts of any payment/payments otherwise due to the Contractor necessary and sufficient to repair and remedy said losses or damages pursuant to its rights under this document. The suspension of work for any cause shall not relieve the Contractor of the responsibility for performing the services and providing the materials as specified herein.

- d. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work. Such support that may need to be provided after normal working hours will be provided by the Contractor at its expense.
- e. Damaged Materials or Equipment - Any materials or equipment found to be damaged or defective at the time of delivery and are the Contractor's responsibility shall be repaired,

replaced, or corrected by the Contractor hereunder without additional cost to NCTD. If the Contractor shall fail to comply within a reasonable time with any order of the Executive Director to repair/replace or correct damaged or defective work, then the Executive Director shall, upon written notice to the Contractor, have the authority to deduct the reasonable cost thereof from any compensation due to the Contractor.

- f. Hazardous Communications Program - Notification to employees is required when materials that contain hazardous substances or mixtures are required on the work. A Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the Contractor from the manufacturer of any hazardous product used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer's warnings and application instructions listed on the Safety Data Sheet and on the product container label.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided.

- g. Warranty of the Work - The Contractor warrants to NCTD that all materials and equipment furnished under an awarded contract will be of highest quality and new unless otherwise specified by NCTD, free from faults and defects and in conformance with the contract documents. All materials and equipment not conforming to these standards shall be considered defective. If required by NCTD's designated representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of all supplied materials and equipment. The work shall be safe, substantial, and durable construction in all respects.

The Contractor shall assume responsibility for all equipment and services provided under this contract, whether provided by the Contractor or by a subcontractor of its selection. The Contractor shall provide a workmanship warranty for a period of one (1) year from the date of receipt and acceptance will be provided by the Contractor. Warranty shall include pick-up, delivery, transportation, travel-time, removal & replacement (R&R), if required. Additional required manufacturer warranties are identified in Section 5.

In the event of substandard performance or faulty equipment, the Contractor shall reimburse NCTD, upon demand, for all costs incurred in restoring the work to the standards set forth in the contract, NCTD shall have the unqualified option to either make any needed replacements/repairs itself or to have such replacements or repairs done by the Contractor.

In the event NCTD elects to have the work performed by the Contractor, it shall be agreed that the repairs shall be made and such materials as are necessary shall be furnished and installed within the time specified in the contract.

If the Contractor fails or refuses to comply with his/her obligations under this warranty, NCTD shall be entitled to all costs and expenses, including attorney's fees and expert costs reasonably incurred by reason of the said failure or refusal.

### **05.03. CALENDAR SCHEDULE**

Contractor shall be responsible for completing all work described in this Scope of Work no later than one hundred and sixty-five (165) calendar days upon issuance of Notice to Proceed.

Contractor shall submit a detailed Critical Path Method (CPM) schedule and work plan prior to commencement of work, showing a project schedule for equipment acquisition, submittals to NCTD, removal of equipment, installation of equipment, downtime tracking, testing, and closeout activities.

## Modular Building-Purchase and Installation

Work shall be performed only during normal working hours (Monday through Friday, 7 A.M. to 5 P.M.), unless approved by the NCTD Project Manager. Potential impacts to NCTD operations must be submitted to the NCTD Project Manager for review and approval no less than 72 hours prior to the starting work.

**Table A: Project Schedule**

<b>Task</b>	<b>Schedule</b>	<b>Responsible Entity</b>	<b>Milestone</b>
1	Submittal Delivery (Section 05.06, a.)	Contractor	Notice to Proceed + 30 calendar days
2	Review Submittals	NCTD	Receipt of submittals + 30 calendar days
3	Mobilization and Onsite Work	Contractor	Completion of Tasks 1 and 2 + 90 calendar days
4	Punchlist Inspection and Correction of Discrepancies	NCTD & Contractor	Completion of Task 3 + 15 calendar days
5	Project Acceptance	NCTD	Upon completion of Task 4

### 05.04. LOCATION OF SERVICES

Buena Creek SPRINTER Station, 1923 Buena Creek Rd. Vista, CA 92084, CA

### 05.05. SPECIFIED SERVICES

- a. General Requirements
  - i. The Contractor shall field verify all measurements, locations, areas, and materials prior to proceeding with any work.
  - ii. All activities shall be performed in such a way as to minimize impact to NCTD and NCTD contracted personnel.
  - iii. Provide a safe working environment for NCTD and NCTD contracted personnel, and the Contractor's employees.
  - iv. Perform a walk-through inspection with the NCTD Project Manager to identify flaws and accept completion of work.
  - v. Provide all deliverables and follow the guidelines specified in the above Scope of Work
- b. Work shall include the following:
  - i. New Mobile Office Trailer:
    1. Minimum of 200 SF of open office space
    2. Two restrooms, one with access from the interior office space and one with access from the exterior.
    3. The restroom on the exterior shall be ADA accessible. Contractor to provide and install keyed lockset to accept NCTD provided Best, type A2 system, 7 pin core.
    4. Tankless water heater
    5. Built in septic holding tank with minimum 250-gallon capacity.
    6. Exterior door to the office space shall have stairs (ADA accessibility not required) with cypher lock programed to NCTD's designated code
    7. Heating and air conditioning with ceiling ducting
    8. Insulated

## Modular Building-Purchase and Installation

9. Vinyl flooring
10. Exterior aluminum siding
11. Vinyl or aluminum skirting
12. Privacy window treatments
13. Warranty Period: One (1) year factory warranty from date of work acceptance
- ii. Provide one (1) new conference table:
  1. Conference Table Length: 8'-0" - 12'-0"
  2. Conference Table Width: 3'-0" – 5'-0"
  3. Conference Table Height: 29 1/2" – 30"
  4. Wood grain laminate surface and trim
  5. Color: dark grey
  6. Built-in cable management grommets: Yes
  7. Tabletop Material: high-density core laminate
  8. Tabletop Thickness: 1-1/8" - 1 1/2"
  9. Number of Legs: Four (4)
  10. Legs Have Wheels and/or Casters: No
  11. Warranty Period: Five (5) year manufacturer warranty from date of work acceptance.
- iii. Provide two (2) new desks:
  1. Desk Width: 4'-0" - 5'-0"
  2. Desk Depth: 2'-0" - 2'-2"
  3. Desk Height: 29" - 30"
  4. Wood grain laminate work surface and trim
  5. Color: dark grey
  6. Desktop power & data access: Yes
  2. Warranty Period: Five (5) year manufacturer warranty from date of work acceptance.
- iv. Provide eight (8) new desk chairs:
  1. Adjustable armrest: Yes
  2. Tension Adjustment: Yes
  3. Chair Tilt Lock: Yes
  4. Seat Height adjustment: Yes
  5. Seat Angle adjustment: Yes
  6. Back Angle adjustment: Yes
  7. Arm Height adjustment: Yes
  8. Waterfall Seat Edge: Yes
  9. Contoured Cushions: Yes
  10. Width Adjustable Arms: Yes
  11. Center-Tilt Movement: Yes
  12. Lumbar support: Yes
  13. Chair Width: 24-26"
  14. Chair Height: 33" - 35.5"
  15. Chair Depth: 25 - 26"
  16. Seat/Backing Color: black
  17. Seating/Backing Material: cushioned: fabric, bonded leather, or other vinyl material simulating leather/fabric.
  18. Number of Legs: Four (4)
  19. Legs Have Wheels and/or Casters: Yes
  20. Warranty Period: Five (5) year manufacturer warranty from date of work acceptance.
- v. Utilities and Communications – Route electrical conduit and connect to spare circuit at existing electrical panel and switchgear location. See sheets 5 & 6, Attachment A. Route and connect new water source to existing water meter point of connection location as shown in Attachment A.
- vi. Striping – Re-stripe existing 4" wide blue color paint diagonal striping, 3'-0" on center and three (3) relocated accessible parking stalls at 9' x 18'. Also provide accessible parking signs as shown in Attachment A.

## Modular Building-Purchase and Installation

- vii. Aluminum Fence and Gate – Provide and install fencing along the entire perimeter of office trailer. Also install one (1) 3'-6" wide pedestrian gate, with automatic locking closure system. Fencing and Gate shall be in similar design to existing aluminum fence and per detail 1, sheet 3, Attachment A, at Gate include panic hardware on interior side, expanded metal mesh to extend the width and height, 1/8" thick kick plate at 10" height.
- c. Traffic Control: Contractor shall provide vehicle and pedestrian traffic control (i.e., flagging, signage, and barricades).

### 05.06. DELIVERABLES

- a. Submittals:
  - i. Right of Entry Permit Work Plan, Schedule, Activity Hazard Analysis, Traffic Control Plan
  - ii. Submittals Schedule
  - iii. Schedule of Values
  - iv. Detailed Critical Path Method (CPM) schedule
  - v. Installation methods for work performed
  - vi. Product Cut Sheets:
    - 1. Mobile office Trailer
    - 2. Privacy Window Treatments
    - 3. Water Heater
    - 4. Desks, Conference Table, and Chairs
    - 5. Toilet accessories
    - 6. Aluminum Fence and Gate
    - 7. Electrical Conduit
    - 8. Plumbing fixtures
    - 9. Interior solar lighting
    - 10. Water Piping
    - 11. Striping Paint
- b. Daily Reports and Weekly Progress Meetings.
- c. Close-out Submittals:
  - i. Operations and Maintenance manuals
  - ii. Manufacturer's and Contractor's Workmanship warranties. Include aspects of Work to be covered under the warranty, type of corrections and replacements to be provided in the event of failure of the product, material, or system, complete terms and conditions, and duration of warranty. Term of warranty begins on date of acceptance of work. This date shall be included on all warranty documentation.

### 05.07. NCTD RESPONSIBILITIES

- a. Provide access to the project site from the hours of 7am to 5pm.
- b. Provide Contractor with access to the electrical control panels to practice safe lock-out/tag-out procedures when performing work on electrical equipment.

### ATTACHMENTS

Attachment A – Buena Creek Station – Driver Restrooms Trailer Proposed Layout

**END OF SECTION**