

**SECTION 01 1000**  
**SUMMARY OF CONTRACT**

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 PROJECT**

- A. Project Name: Mechanical Upgrades and Related Work
- B. Owner's Name: Haldane Central School District.
- C. Architect's Name: Fuller and D'Angelo, P.C.
- D. The Project consists of the Mechanical Upgrades and Related Work, Haldane Central School District, Cold Spring, NY 10516.

**1.3 DEFINITIONS**

- A. Refer to General Conditions and Section 01 4216 for Definitions.

**1.4 CONTRACT DESCRIPTION**

- A. This project is exempt from the New York State Wick's Law separate bid requirements. All work shall be performed as a single prime contract based on a Stipulated Price as described in Section 00 5200 - Agreement Form
  - 1. Refer to Section 00 4336 - Proposed Subcontractors Form for further requirements.
- B. Contract Type: Multiple contracts are separate contracts, representing significant construction activities, between Owner and separate contractors. Each contract is performed concurrently and coordinated closely with construction activities performed on Project under other contracts. Contracts for this Project include the following
  - 1. Contract #1 Heating, Ventilating, Air-Conditioning (HVAC) .
- C. The work of each Contractor is identified in this Project Manual and on the Drawings.
- D. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in the contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- E. If it becomes necessary to refer to the contract documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts, themselves; then, if a determination cannot be made from the prime Contracts, refer, in the following order, to the Supplementary Conditions, if any, this section of the Specifications, followed by the other Division-1 sections and finally with the Drawings and other Sections of the Specifications.
- F. If, after referring to the contract documents, it cannot be clearly determined which prime Contractor will perform a specific item of required work, then, that item of work will be brought to the Owner's Representative, Architect's, or Construction Manager's attention in writing for determination.
- G. Summary by References: Work of the contract can be summarized by reference to the prime contract(s), General Conditions, Instructions to Bidders, Specification sections, Drawings, Addenda, or Modifications to Contract Documents issued subsequent to the initial printing of this Project Manual, and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the Contract is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

**1.5 RELATED REQUIREMENTS**

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions : Additional requirements for progress payments, final payment, and Changes in the Work.

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- C. Section 01 2000 - Price and Payment Procedures.
- D. Section 01 2100 - Allowances.
- E. Section 01 2300 - Alternates: (Contract #1) Payment procedures relating to alternates, if any.
- F. Section 01 2500 - Substitution Procedures.
- G. Section 01 3553 - Site Safety and Security Procedures.
- H. Section 01 5000 - Temporary Facilities and Controls.
- I. Section 01 5500 - Vehicular Access and Parking.
- J. Section 01 5721 - Indoor Air Quality Controls
- K. Section 01 7000 - Execution.
- L. Section 01 7800 - Closeout Submittals.

#### **1.6 JURISDICTIONAL DISPUTES**

- A. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.
- B. If the Contractor has engaged the services of workers and/or subcontractor who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Owner's representative and Architect, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- C. The Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

#### **1.7 SUBCONTRACTORS/SUPPLIERS**

- A. Refer to Section 00 4336 - Proposed Subcontractors Form for subcontractors required to be submitted with the Bid Proposal.

#### **1.8 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is shown on drawings.
- B. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- C. HVAC: Alter existing system and add new construction, keeping existing in operation.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- E. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- F. Haldane Central School District will remove the following items before start of work:
  - 1. Loose furniture, computers, loose books etc. at window walls..
- G. Haldane Central School District shall reinstall all furniture, computers, loose books etc..
- H. Contractor shall cover all fixed items in each room and floor with polyethylene 6 mil plastic.

**1.9 OWNER OCCUPANCY**

- A. Haldane Central School District intends to occupy portions of the existing building during the entire construction period..
- B. Haldane Central School District intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner's representative to minimize conflict and to facilitate Haldane Central School District's operations.
- D. Schedule the Work to accommodate Owner's occupancy.

**1.10 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: as stated above..
- B. Arrange use of site and premises to allow:
  - 1. Haldane Central School District occupancy.
  - 2. Work by Haldane Central School District.
  - 3. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Haldane Central School District:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage unless approved by the Owner's Representative.
- E. Time Restrictions:
- F. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed with the following hours:
  - 1. Monday thru Friday: 8 AM to 8 PM.
  - 2. Weekends/ Holidays: 9 AM to 6 PM.
- G. Construction deliveries shall not occur during the hours of 7:30 AM and 9:00 AM and 2:00 PM and 3:00 PM, when school buses are arriving or leaving the school grounds.
- H. During the entire construction period the contractor shall have the use of the work area for construction operations, as indicated in schedule of work and work time included in this section.
  - 1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the Contractor shall administer allocation of available space equitably among the separate prime or subcontractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. The Contractors shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
  - 2. The Contractors shall limit their use of the premises to the work indicated, so as to allow for Owner occupancy and use by the public during the period when the Owner occupies the building.
  - 3. Contractors shall to maintain clear and unobstructed paths of exit discharge from all existing exits.
  - 4. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner's Representative, Owner's employees, emergency vehicles, and public at all time. Do not use these areas for parking or storage of materials.
  - 5. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- I. Only materials and equipment, which are to be used directly in the work, shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the work, it shall be promptly removed from the project site. Protection of construction materials and equipment stored at the project site from weather, theft, damage and all other adversity is solely the responsibility of the Contractors.

- J. Site work shall be scheduled and coordinated with Owner's Representative. The Owner decisions shall be final and binding on all contractors.
  - 1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction
- K. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by Owner's Representative. If additional storage is necessary obtain and pay for such storage off-site.
- L. The Contractor(s) and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner's Representative which may be withheld in the sole discretion of the Owner.
- M. Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, each contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
  - 1. Any areas and buildings adjacent to the site of the work or;
  - 2. The Building in the event of partial occupancy as more..
- N. Without prior approval of the Owner and Owner's Representative, the Contractors shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner. . Without limitation of any other provision of the Contract Documents, the Contractor shall use its best efforts to comply with the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractor shall immediately notify the Owner's Representative in writing if during the performance of the Work, the Contractor finds compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Building.
- O. Maintain the existing building in a safe and weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. When work is scheduled after hours clean and remove all temporary barriers and protection so that the building can be occupied the following day when normal building occupancy will occur.
- P. Keep public areas such as hallways, stairs, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- Q. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.
- R. Utility Outages and Shutdown:
  - 1. Limit disruptions, shut downs, switch overs, etc. of utility services to hours the building is unoccupied, Saturdays, Sunday and/or holidays.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, electrical, data, and heating system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

#### **1.11 AVAILABILITY OF EXISTING BUILDING**

- A. The existing building work areas will be available to the Contractor(s) as follows:
  - 1. Award of Contract thru June 24th, 2022.

- a. 3:30 PM thru 10:30 PM Monday thru Friday only when programs and school occupancy are not disrupted and with the approval of the Owner's Representative. .
  2. June 26th thru August 31st, 2022.
    - a. 7:00 AM thru 4:00 PM Monday thru Friday. .
  3. September 1 thru June 30th, 2022
    - a. 3:30 PM thru 10:30- PM Monday thru Friday only when programs and school occupancy are not disrupted and with the approval of the Owner's Representative.
  4. Construction operations which create dust, noise or fumes, particularly welding operations shall be schedule after school hours, when approved by the Owner.
- B. Upon request by the Contractor, the building may be made available, at the discretion of the Owner and at the Cost to the Contractor, during such times as are allowed by local noise ordinance, in addition to the above listed hours. A request for use during these off-regular hours must be made at least two (2) days before the use. Such off-hours may include Saturdays, and Holidays.
1. If the Contractor requests the use of the facility for off-hours to maintain the scheduled completion date, the Contractor shall pay all additional costs in connection with opening, providing security and project management expenses incurred with no costs to the Owner. All expenses shall be deducted from the Contractors contract price. Comply with other portions of this Section.
  2. Weekend, Holiday and Night Work:
    - a. The contractor shall make no claim for delay for the inability of the Owner to make the site available for off-hours work. Should the Owner make the site available during these hours at the contractor's request, the cost will be borne by the Contractor.
- C. ALL CONTRACTORS SHALL BE REQUIRED TO PERFORM SCHEDULED WORK WITHIN THE EXISTING BUILDING ONLY DURING THE TIME PERIODS INDICATED AND SHALL INCLUDE IN THE BID ALL COSTS FOR LABOR, MATERIAL, ETC. INCLUDING PREMIUM TIME TO PERFORM THE WORK, PER PHASE PER TIME PERIOD.

#### **1.12 COMPLETION OF WORK AFTER SCHEDULED COMPLETION DATE**

- A. Contractor(s) shall perform work only within these limitations and all manpower, equipment, etc., shall be provided as required to complete the work as per schedule. In the event the contractor does not complete the work as scheduled all work to be performed shall be performed after 3:30 PM when the building is unoccupied and approved by the Owner's Representative. All costs shall be borne by the Contractor.
- B. The Contractor shall prepare a progress schedule in detail listing items of work, sections of building and the time required for each.
- C. The Contractor shall provide necessary manpower, equipment, etc., as required to maintain schedule developed within the time limitations as described above.

#### **1.13 WORK SEQUENCE**

- A. Start Date: Letter of Award of Contract:
- B. Construct Work in phases during the construction period:
  1. Phase 1: Award of Contract.
    - a. Tasks: Schedule of Values, Progress Schedule, Contracts, Bonds and Insurance, Field verification of existing conditions, and Submittals
    - b. Completion Phase 1: 6 weeks from Award of Contract.
  2. Phase 2: Construction.
    - a. Tasks: 6 weeks from Award of Contract
    - b. Completion Phase 2: August 31, 2022
  3. Phase 3: Punch List:
    - a. Start Date: September 1, 2022
    - b. Completion Phase 3: September 15, 2022
  4. Phase 4: Closeout.
    - a. Start Date: September 16, 2022

b. **Completion Phase: October 1, 2022**

C. Coordinate construction schedule and operations with Owner's Representative.

**1.14 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS**

A. Unless otherwise noted, ALL Provisions of Division 00 and 01 listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.

**DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

00 0115 LIST OF DRAWING SHEETS  
00 2113 BIDDING REQUIREMENTS  
00 2115 RFI FORM  
00 4120 BID FORM – CONTRACT #1 HVAC  
00 4401 QUALIFICATIONS OF BIDDERS  
00 4460 CERTIFICATION OF COMPLIANCE WITH THE IRAN DISINVESTMENT ACT  
00 4470 DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT.  
00 4476 INSURANCE CERTIFICATION  
00 5200 FORM OF AGREEMENT  
00 6000 BONDS AND CERTIFICATES  
00 7200 GENERAL CONDITIONS

**DIVISION 01 - GENERAL REQUIREMENTS**

01 1000 SUMMARY OF CONTRACTS  
01 2000 PRICE AND PAYMENT PROCEDURES  
01 2005 PARTIAL RELEASE OF LIEN  
01 2100 ALLOWANCES  
01 2300 ALTERNATES  
01 2500 SUBSTITUTION PROCEDURES  
01 3000 ADMINISTRATIVE REQUIREMENTS  
01 3216 CONSTRUCTION PROGRESS SCHEDULE  
01 3306 NONDISCRIMINATION CLAUSES  
01 3307 SED SPECIAL REQUIREMENTS  
01 3553 SITE SAFETY AND SECURITY PROCEDURES  
01 3554 PREVAILING WAGE RATES  
01 4000 QUALITY REQUIREMENTS  
01 4100 REGULATORY REQUIREMENTS  
01 4216 DEFINITIONS  
01 4219 REFERENCE STANDARDS  
01 5000 TEMPORARY FACILITIES AND CONTROLS  
01 5500 VEHICULAR ACCESS AND PARKING  
01 6000 PRODUCT REQUIREMENTS  
01 6116 VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS  
01 7000 EXECUTION  
01 7419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  
01 7800 CLOSEOUT SUBMITTALS  
01 7900 DEMONSTRATION AND TRAINING

**APPENDIX**

LIMITED ASBESTOS SURVEY & LEAD-BASED PAINT INSPECTION (Dated 8/10/17)  
LEAD BASED PAINT SURVEY (Dated 9/25/18)

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155.5 UNIFORM SAFETY STANDARDS FOR SCHOOL CONSTRUCTION AND  
MAINTENANCE

**1.15 CONTRACT #1 - HVAC**

**A. Work in the HVAC Contract #1 includes, but is not limited to, the following:**

DIVISION 03 - CONCRETE

03 3000 CAST IN PLACE CONCRETE

DIVISION 05 METALS

05 5000 METAL FABRICATIONS

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000 ROUGH CARPENTRY

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 5010 MODIFICATIONS TO EXISTING ROOFING

07 7720 ROOF ACCESSORIES

07 8400 FIRESTOPPING

07 9200 JOINT SEALANTS

DIVISION 08 OPENINGS

08 4313 ALUMINUM FAMED STOREFRONTS

DIVISION 09 FINISHES

09 2116 GYPSUM BOARD ASSEMBLIES

09 5100 ACOUSTICAL CEILINGS

09 9123 INTERIOR PAINTING

DIVISION 22 – PLUMBING

22 0517 SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING

22 0519 METERS AND GAUGES FOR PLUMBING PIPING

22 0523 GENERAL-DUTY VALVES FOR PLUMBING PIPING

22 0529 HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

22 0553 IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT

22 0716 PLUMBING EQUIPMENT INSULATION

22 0719 PLUMBING PIPING INSULATION

22 1005 PLUMBING PIPING

22 3000 PLUMBING EQUIPMENT

DIVISION 23 - HVAC

23 0513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT

23 0516 EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING

23 0517 SLEEVES AND SLEEVE SEALS FOR HVAC PIPING

23 0519 METERS AND GAUGES FOR HVAC PIPING

23 0523 GENERAL-DUTY VALVES FOR HVAC PIPING

23 0529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

23 0553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

23 0593 TESTING, ADJUSTING, AND BALANCING FOR HVAC

23 0713 DUCT INSULATION

23 0719 HVAC PIPING INSULATION

23 0800 COMMISSIONING OF HVAC

23 0993 SEQUENCE OF OPERATIONS FOR HVAC CONTROLS

23 3100 HVAC DUCTS AND CASINGS  
23 3300 AIR DUCT ACCESSORIES  
23 3700 AIR OUTLETS AND INLETS  
23 7223 PACKAGED AIR-TO-AIR ENERGY RECOVERY UNITS  
23 8126 SMALL-CAPACITY SPLIT-SYSTEM AIR CONDITIONERS  
23 8200 CONVECTION HEATING AND COOLING UNITS

DIVISION 26 – ELECTRICAL

26 0505 SELECTIVE DEMOLITION FOR ELECTRICAL  
26 0526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS  
26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS  
26 0533 CONDUIT FOR ELECTRICAL SYSTEMS  
26 0533.23 SURFACE RACEWAYS FOR ELECTRICAL SYSTEMS  
26 0583 WIRING CONNECTIONS  
26 2416 PANELBOARDS  
26 2816 ENCLOSED CIRCUIT BREAKERS  
26 5100 INTERIOR LIGHTING

DIVISION 31 - EARTHWORK

31 2301 EXCAVATION, BACKFILL AND COMPACTION

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**