

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

**PART 1 GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including School Facilities Management Contract Manual and Specifications and Division 1 Specification Sections, apply to this Section.
- B. In the event of discrepancies between the specifications and School Facilities Management Contract Manual and Specifications the School Facilities Management Contract Manual and Specifications shall prevail.

**1.2 PROJECT**

- A. Project Description: Boiler Replacement, HVAC Upgrades & Asbestos Abatement
- B. Facility: Westchester Hills School 29
- C. Address: 47 Croydon Road, Yonkers, New York
- D. Owner: Yonkers Public Schools
- E. Architect's Name Fuller and D'Angelo, P.C., Architects and Planners

**1.3 PROJECT**

- A. The work includes but not limited to:
  - 1. Asbestos Abatement,
  - 2. Removals.
  - 3. Masonry.
  - 4. Plasatic Laminate Casework
  - 5. Removal and replacement of existing flooring finishes.
  - 6. Removal and replacement of existing ceilings.
  - 7. Removal and replacement of existing lights.
  - 8. Plumbing.
  - 9. HVAC modifications & controls.
  - 10. Boiler replacement.
  - 11. Select ventilation system equipment and control upgrades.
  - 12. Electrical Renovations.

**1.4 CONTRACT DESCRIPTION**

- A. 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. General Construction Contract including asbestos abatement.
  - 2. Plumbing Contract
  - 3. Heating, Ventilating, Air-Conditioning (HVAC) Contract
  - 4. Electrical Contract
- B. The work of each Contractor is identified in this Project Manual and on the Drawings.
- C. Local custom and trade-union jurisdictional settlements do not control the scope of Work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.

- D. 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-I sections and finally with the Drawings and other Sections of the Specifications.
- E. 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 YPS Office of Facilities Management and Fuller and D'Angelo, P.C. attention in writing for determination.
- F. Summary by References: Work of the Contract can be summarized by reference to the School Facilities Management Contract Manual And Specifications, Specification Sections, Drawings, or Addenda 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. YPS Front End Documents or School Facilities Management Contract Manual And Specifications.
- B. Attachment B: Division 01 General Requirements and Technical Specification.

#### **1.6 JURISDICTIONAL DISPUTES**

- A. 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 YPS Office of Facilities Management, 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.
- B. 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. All subcontractors shall be submitted to YPS Office of Facilities Management and Fuller and D'Angelo, P.C. for approval.

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

- A. Scope of removal and alterations work is shown on drawings.
- B. Refer to paragraph 1.3 for general scope of project
- C. Maintain all building systems in operation during construction until acceptance of the project.
- D. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- E. HVAC: Alter existing system and add new construction, keeping existing in operation.
- F. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- G. Fire Alarm: Alter existing system and add new construction, keeping existing in operation.
- H. Telephone: Alter existing system and add new construction, keeping existing in operation.
- I. Security System: Alter existing system and add new construction, keeping existing in operation.

#### **1.9 OWNER OCCUPANCY**

- A. Refer to School Facilities Management Contract Manual and Specifications for occupancy and hours building is available during constructions.

- B. Cooperate with YPS Office of Facilities Management to minimize conflict and to facilitate Yonkers Public Schools's operations.

**1.10 CONTRACTOR USE OF SITE AND PREMISES**

- A. Refer to School Facilities Management Contract Manual and Specifications for additional requirements.
- B. Provide access to and from site as required by law and by YPS Office of Facilities Management:
  - 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.
- C. Existing building spaces may not be used for storage unless approved by the YPS Office of Facilities Management.
- D. 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.
- E. 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 and school is in session.
- F. During the entire construction period the Contractor(s) shall have the use of the premises for construction operations, including use of the site as indicated in School Facilities Management Contract Manual and Specifications 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 Construction Contractor shall administer allocation of available space equitably among the separate prime(s) and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. Each Prime Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
  - 2. Each Prime 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. Each Prime 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 YPS Office of Facilities Management 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.
- G. 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.
- H. Site work shall be scheduled and coordinated with General Engineering Agreement and the YPS Office of Facilities Management whose 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

- I. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas designated by YPS Office of Facilities Management. If additional storage is necessary obtain and pay for such storage off-site.
- J. 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 YPS Office of Facilities Management which may be withheld in the sole discretion of the Owner.
- K. Contractor(s) 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..
- L. Without prior approval of the YPS Office of Facilities Management, each Contractor 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 YPS Office of Facilities Management. 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 YPS Office of Facilities Management 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 YPS Office of Facilities Management 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 YPS Office of Facilities Management may, in the YPS Office of Facilities Management'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.
- M. 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.
- N. Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste material, rubbish or construction debris.
- O. Smoking, drinking of alcoholic beverages or open fires will not be permitted on the project site.
- P. 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 YPS Office of Facilities Management and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

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

- A. Refer to School Facilities Management Contract Manual and Specifications for additional requirements.
- B. Upon request by the Contractor, the building may be made available, at the discretion of the YPS Office of Facilities Management 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 Contractor's 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 YPS Office of Facilities Management to make the site available for off-hours work. Should the YPS Office of Facilities Management 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. Refer to School Facilities Management Contract Manual and Specifications for additional requirements.
- B. 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 4:30 PM when the building is unoccupied and approved by the YPS Office of Facilities Management. All costs shall be borne by the Contractor.
- 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. Refer to Section 01 1010 - Milestone Schedule.

#### **1.14 COVID-19**

- A. Refer to Notice to Bidders for additional Information.
- B. Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to (a) when the Owner's schools will be in session during 2020, (b) what restrictions, if any, will be applicable to construction activities on the Owner's property due to State, Federal or Local orders, laws, regulations or rules related to the COVID-19 pandemic (including but not limited to social distancing, cleaning and disinfection requirements) and (c) the duration of any restrictions imposed on construction activities, the Owner may modify the construction schedule set forth in the Contract Documents and the Contractor acknowledges and agrees that there shall be no additional compensation paid by the Owner for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Contractor further acknowledges and agrees that the sole remedy for any schedule modifications caused directly or indirectly by the COVID-19 pandemic shall be an extension of time, if warranted.
- C. In the event that due to the ongoing COVID-19 and school continuing to be **not** in session, the facilities will be made available to the Contractor earlier than the proposed schedule; subject to any restrictions imposed by Federal, State or Local laws, regulations and rules. The completion dates will remain unchanged.

#### **1.15 SPECIFICATION SECTIONS**

- A. Unless otherwise noted, all provisions of Division 01 General Requirements apply to all contracts.
  1. 00 2115 RFI FORM
  2. 01 1000 SUMMARY OF CONTRACTS
  3. 01 2000 PRICE AND PAYMENT PROCEDURES

4. 01 2500 SUBSTITUTION PROCEDURES
5. 01 3000 ADMINISTRATIVE REQUIREMENTS
6. 01 3216 CONSTRUCTION PROGRESS SCHEDULE
7. 01 3307 SED SPECIAL REQUIREMENTS
8. 01 3553 SITE SAFETY AND SECURITY PROCEDURES
9. 01 4000 QUALITY REQUIREMENTS
10. 01 4100 REGULATORY REQUIREMENTS
11. 01 4533 SPECIAL INSPECTIONS AND STRUCTURAL TESTING
12. 01 5000 TEMPORARY FACILITIES AND CONTROLS Based on multi-prime contract.
13. 01 5213 FIELD OFFICES AND SHEDS
14. 01 5510 TRAFFIC AND PEDESTRIAN ACCESS & CONTROL
15. 01 5713 TEMPORARY EROSION AND SEDIMENT CONTROL
16. 01 5721 INDOOR AIR QUALITY CONTROLS
17. 01 5813 TEMPORARY PROJECT SIGNAGE
18. 01 6000 PRODUCT REQUIREMENTS
19. 01 6116 VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS
20. 01 7000 EXECUTION
21. 01 7310 CUTTING AND PATCHING
22. 01 7419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
23. 01 7600 PROCEDURES AND SPECIAL CONDITIONS FOR SEPARATE PRIME CONTRACTS Send copy to BGA Done
24. 01 7800 CLOSEOUT SUBMITTALS
25. 01 7900 DEMONSTRATION AND TRAINING

#### **1.16 GENERAL CONSTRUCTION CONTRACT**

- A. Division 01 - General Requirements:
- B. Provide all Work as specified, but not limited to, the following sections:
  1. 01 7000: FINAL CLEANING
  2. 02 2080 ASBESTOS REMOVAL AND DISPOSAL
  3. 03 3000 CAST-IN-PLACE CONCRETE
  4. 04 0100 MAINTENANCE OF MASONRY
  5. 05 5000 METAL FABRICATIONS
  6. 06 1000 ROUGH CARPENTRY
  7. 07 8400 FIRESTOPPING
  8. 07 9200 JOINT SEALANTS
  9. 08 9100 LOUVERS
  10. 09 5100 ACOUSTICAL CEILINGS
  11. 09 6500 RESILIENT FLOORING
  12. 09 9113 EXTERIOR PAINTING
  13. 09 9123 INTERIOR PAINTING
  14. 12 3200 PLASTIC LAMINATE CASEWORK
  15. 12 3600 SOLID SURFACING COUNTERTOPS

#### **1.17 PLUMBING CONTRACT**

- A. Provide all Work as specified, but not limited to, the following sections:
  1. 07 8400 FIRESTOPPING
  2. 07 9200 JOINT SEALANTS
  3. 22 0100 GENERAL CONDITIONS

4. 22 0125 SCOPE OF WORK
5. 22 0130 WATER SUPPLY SYSTEM
6. 22 0160 SANITARY AND STORM DRAINAGE SYSTEMS
7. 22 0190 NEW GAS CONNECTIONS AND ASSOCIATED WORK
8. 22 0300 PLUMBING FIXTURES AND EQUIPMENT
9. 22 0320 DOMESTIC HOT WATER GAS-FIRED HEATING EQUIPMENT
10. 22 0420 SUPPORTS, SLEEVES AND PLATES
11. 22 0430 INSULATION
12. 22 0470 TESTS AND ADJUSTMENTS
13. 22 0480 TAGS, CHARTS AND IDENTIFICATION
14. 22 0490 GUARANTEE

**1.18 HEATING, VENTILATING, AND AIR CONDITIONING CONTRACT**

- A. Provide all Work as specified, but not limited to, the following sections:
1. 07 8400 FIRESTOPPING
  2. 07 9200 JOINT SEALANTS
  3. 23 0100 GENERAL CONDITIONS
  4. 23 0110 SCOPE OF WORK
  5. 23 0120 GAS FIRED CONDENSING BOILERS
  6. 23 0130 BOILER START-UP AND TESTING
  7. 23 0140 DOUBLE WALL BOILER BREECHING
  8. 23 0190 PUMPS
  9. 23 0200 HYDRONIC SPECIALTIES
  10. 23 0290 DUCT MOUNTED COILS
  11. 23 0300 FANS
  12. 23 0310 HOT WATER CABINET HEATERS
  13. 23 0320 HOT WATER UNIT HEATERS
  14. 23 0330 CONVECTORS
  15. 23 0340 FIN-TUBE RADIATION
  16. 23 0400 SHEETMETAL WORK AND RELATED ACCESSORIES
  17. 23 0410 PIPING, FITTINGS, VALVES AND NOTES (HOT WATER)
  18. 23 0420 SUPPORTS, SLEEVES AND PLATES
  19. 23 0430 INSULATION AND COVERINGS
  20. 23 0450 LOUVERS
  21. 23 0460 AUTOMATIC TEMPERATURE CONTROLS
  22. 23 0470 TESTING, START-UP AND ADJUSTMENTS
  23. 23 0480 GENERAL LABELING, VALVE CHARTS AND PIPING IDENTIFICATION
  24. 23 0490 GUARANTEE

**1.19 ELECTRICAL CONTRACT**

- A. Provide all Work as specified, but not limited to, the following sections:
1. 26 0100 GENERAL CONDITIONS
  2. 26 0125 SCOPE OF WORK
  3. 26 0150 APPROVED MANUFACTURERS
  4. 26 0200 CONDUIT
  5. 26 0250 DUCT BANK
  6. 26 0300 WIRE AND CABLE
  7. 26 0320 OVERCURRENT PROTECTIVE DEVICES

Yonkers Public Schools  
Boiler Replacement, HVAC Upgrades & Asbestos Abatement  
P.S. 29 Phase 2 of 3 - YPS # 10878  
SUMMARY OF CONTRACT

- |     |         |  |
|-----|---------|--|
| 8.  | 26 0350 | BOXES  |
| 9.  | 26 0400 | WIRING DEVICES                               |
| 10. | 26 0425 | DIGITAL LIGHTING CONTROL SYSTEM              |
| 11. | 26 0450 | CABINETS AND ENCLOSURES                      |
| 12. | 26 0500 | SUPPORTING DEVICES                           |
| 13. | 26 0550 | GENERAL LABELING AND IDENTIFICATION          |
| 14. | 26 0575 | INTERIOR LUMINAIRES                          |
| 15. | 26 0600 | DISCONNECT SWITCHES                          |
| 16. | 26 0650 | GROUNDING                                    |
| 17. | 26 0700 | PANELBOARDS                                  |
| 18. | 26 0725 | SWITCHBOARDS                                 |
| 19. | 26 0750 | ELECTRIC SERVICE                             |
| 20. | 26 0775 | PACKAGED ENGINE GENERATOR SYSTEMS            |
| 21. | 26 0785 | AUTOMATIC TRANSFER SWITCH                    |
| 22. | 26 0800 | ADDRESSABLE FIRE PROTECTIVE SIGNALING SYSTEM |
| 23. | 26 0825 | PUBLIC ADDRESS AND CLOCK SYSTEM              |
| 24. | 26 0900 | GUARANTEE                                    |

25.

**END OF SECTION**