

## **SECTION 011000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished, Contractor-installed products.
9. Contractor-furnished, Owner-installed products.
10. Customer's own materials
11. Specification and drawing conventions.
12. Miscellaneous provisions.

#### **1.2 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to the Work of all Sections in the Specifications. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
- B. Conflicts or discrepancies among the Contract Documents shall be resolved in the following order of priority:
1. Contract modifications (such as Change Orders and Bulletins) of later date take precedence over those of earlier date;
  2. the Agreement;
  3. Addenda of later date take precedence over those of earlier date;
  4. the Supplementary Conditions;
  5. The General Conditions;
  6. Drawings and Specifications; Drawings govern Specifications for quantity and location. Specifications govern Drawings for quality and performance. In the event of ambiguity or conflicts, the greater quantity and the better quality shall govern.

### **1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of Renovation of a 2,500-square-foot Interventional Radiology Suite, including new Rooftop MEP equipment and structural screening elements.
1. The Work includes
    - a. Selective demolition of existing construction as indicated on drawings.
    - b. Construction of interior tenant facilities within an existing building.
    - c. Construction of new rooftop MEP equipment and structural screening elements.
  2. Project is designed to comply with the U.S. Green Building Council's "Leadership in Energy & Environmental Design (LEED) Rating System" certification level as specified in [Section 018113 "Sustainable Design Requirements] [Section 018113.13 "Sustainable Design Requirements – LEED for New Construction and Major Renovations] [Section 018113.16 "Sustainable Design Requirements – LEED for Commercial Interiors] [Section 018113.19 "Sustainable Design Requirements – LEED for Core and Shell Development] [Section 018113.23 "Sustainable Design Requirements – LEED for Schools]."
- B. Type of Contract:
1. Project will be constructed under a single prime contract.

### **1.4 WORK BY OWNER**

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
1. Furniture Installation. Coordinate with Owner on scope requirements.

## **1.5 PURCHASE CONTRACTS**

- A. General: Owner has negotiated purchase contracts with suppliers of material and equipment to be incorporated into the Work. Owner will assign these purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum, unless otherwise indicated.
1. Contractor's responsibilities are same as if Contractor had negotiated purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.
- B. Purchase Contracts Information:
1. Purchase Contracts: As Indicated in a schedule in the drawings or specifications.

## **1.6 OWNER-FURNISHED, CONTRACTOR-INSTALLED PRODUCTS**

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
  2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
  3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
  4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
  5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
  6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
  7. Contractor shall review Shop Drawings, Product Data, and Samples and return them noting discrepancies or anticipated problems in use of product. Examples of discrepancies or problems include, but are not limited to, coordination issues.
  8. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.

## **1.7 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS**

- A. Contractor shall furnish products indicated. The Work includes unloading, handling, storing, and protecting Contractor-furnished products as directed and turning them over to Owner at Project closeout.

## **1.8 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

## **1.9 MISCELLANEOUS PROVISIONS**

- A. Special Insurance: Contractor's Commercial General Liability insurance shall contain no exclusion that would deny coverage for any claim arising out of or contributed to by any fungus, mildew, mold, or resulting allergens. If such exclusion exists and cannot be removed by endorsement, Contractor shall submit proof of coverage for fungus, mildew, mold, or resulting allergens under a Pollution Legal Liability or Contractor's Pollution Liability policy.

- B. Tax Exemption: The Owner states that it qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of the state of New York State Tax Code, Chapter Number. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by the State Comptroller of Public Accounts. The Owner is not required to reimburse the Contractor for taxes paid on items that qualify for tax exemption.

**PART 2 - EXECUTION (Not Used)**

**END OF SECTION**