

## SECTION 011000 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:
  1. Project information.
  2. Work covered by Contract Documents.
  3. Work under separate contracts.
  4. Access to site.
  5. Work restrictions.
  6. Specification and Drawing conventions.
  7. Existing conditions information.
  8. Phasing of Work
- B. Related Requirements:
  1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

## 1.3 PROJECT INFORMATION

- A. Owner: County of Luzerne, 200 North River Street, Wilkes-Barre, PA 18711.
- B. Architect/Engineer: A+E Group J.V., 140 Maffet Street, Wilkes-Barre, PA 18705.
- C. Architect's File Transfer (FTP) Site: A FTP site administered by Architect will be used for purposes of managing communication and documents during bidding and construction.
  1. See Division 01 Section "Project Management and Coordination" for requirements regarding the Architect's FTP site.
- D. Contractor: Wherever contractor is written it shall also be understood as the conservator. In the event that the contractor is the owner of the organization and is not a conservator then the contractor's organization must have a conservator on staff and therefore contractor and conservator shall be considered synonymous for this project.
- E. Schedule Milestones:
  1. Notice to Proceed: On or about July 14, 2017
  2. Work May Proceed on Site: On or about July 21, 2017
  3. Substantial Completion: March 9, 2018
  4. Final Completion: April 6, 2018

## 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. This summary is intended to define, but not limit, the scope of Work to be performed. The scope shall include all labor, material, accessories, equipment, hardware, fasteners, tools, layout, engineering, testing, sampling, supervisions, hoisting, scaffolding, rigging, trucking, transportation, permits, fees, insurance, applicable taxes, and all other services required for the complete performance of the Work for this project. The Work of project is further defined by the Contract Documents and includes the following (included but not limited to):

The drawings and specifications are to be treated by the Contractor as "scope" documents which indicate the general scope of the project in terms of the architectural design concept, the overall dimensions, and an outline of the major architectural project elements.

As "scope" documents, the drawings and specifications do not necessarily indicate or describe all items required for the proper completion of the Work. The items identified in the drawings and specifications are not intended to exclude any other items of work required by the Architect, or that may be required by local code, good construction practice, or good conservation practice. It is understood that the intent of the scope of Work is a complete job in every respect.

The Work shall be furnished and installed in accordance with the drawings and specifications. The Contractor shall not perform any extra or unit price work without prior notification to and approval by the Owner. Any such work performed without the required notification and approval may not be reimbursed.

- B. This project is for the preservation, conservation, and/or restoration of historical architectural finishes including flat plaster, plaster trim, wood, metal, marble, and artwork paintings on canvas and plaster as defined and indicated in the contract documents. The areas include the South Lobby, Room Number S013, denoted in the contract documents as the pilot project, and the Rotunda, Room Number 1C01, denoted in the contract documents as priority 1, 2, and 3

The Pilot Project, South Lobby 1S03: Includes restoration and conservation of interior historical ceiling plaster beams and cornices, conservation of large ceiling murals (1 mural will be removed, restored, and reinstalled), conservation or replication of lunette paintings, cleaning of marble walls, cleaning and restoring marble floor, cleaning of historical wood doors and related metal hardware.

Phase 1 – Rotunda Restoration: Includes preservation, restoration, and/or conservation of interior historical dome with plaster beams, Greek keys, painted coffer panels, and the entire decorative cornice (with shields, dentils, corbels, coffers, lions head ornaments, text ring, etc), conservation and/or restoration of 4 large pendentives (with removal and/ or partial removal), cleaning of marble walls, cleaning and restoring marble floor, cleaning of historical wood doors and related metal hardware, cleaning of historical metal items (fascias, balustrades, lighting fixtures, doors, etc.) as indicated on the contact drawings.

The Contractor shall retain a glass studio contractor to restore the center oculus stained glass lay light for removal, restoration, and reinstallation.

Scaffolding: Contractor will provide scaffolding as required to perform all work that will meet OSHA requirements. Contractor shall provide a scaffolding plan that is sealed for structural design. Contractor shall provide necessary inspections of all scaffolding, any necessary permits and approvals for use. The contractor shall provide OSHA training by a qualified OSHA instructor for Owner, Architect, and their respective representatives for a minimum of 10 persons, on safe use of the scaffolding.

Hazardous Materials: The contractor shall retain a microbial assessor and provide a report on the biological growth on artwork canvases in the rotunda. The microbial assessor shall provide appropriate solutions that are coordinated with the contractor for proper remediation on historical canvas artwork. A hazardous material assessment for lead paint shall be provided and appropriate solutions shall be coordinated with the contractor for remediation. Reports shall include solutions for proper containment, removal, and disposal.

Conservator: Contractor shall retain, assign to the Work, and have present on-site a conservator as supervisor.

Other Specialists: Contractor shall retain a microbial assessor, and engineer specializing in scaffold construction and maintenance, a certified industrial hygienist (if required due to environmental hazards), restoration specialist(s) in stone, wood, and metal restoration, specialist(s) in plaster restoration and construction, stained glass repair and restoration specialist, and other specialist(s) and artisans necessary to complete the Work.

C. Type of Contract:

1. Project will be constructed under one prime contract.
  - a. Contract No. 1 – Courthouse Rotunda Restoration.

1.5 ACCESS TO SITE

- A. During bidding the bidder may contact Lawrence Plesh, County Engineer, at (570) 825-1606 to arrange a site visit.
- B. Contractor shall have limited use of Project site during work period. Contractor shall provide access to Owner and occupants at all times. Contractor shall coordinate work schedule with Owner.
- C. Use of Site: Limit use of Project site to areas within the limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- D. Driveways, Parking Areas, Walkways and Entrances: Keep drives, roads, driveways, parking areas, walkways and entrances serving premises clear and available to occupants, Owner, Owner's employees, pedestrians, and visitors. Emergency vehicles shall be provided access to site and adjacent areas at all times. Do not use parking areas, walkways, or entrances for parking or storage of materials unless approved by Owner and Architect.
1. Schedule work and deliveries to minimize use of driveways and entrances by construction operations.
  2. Schedule work and deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  3. Contractor shall provide a schedule of work and deliveries and other events that may impact access to site or otherwise interfere with Owner's day-to-day operations to Owner and Architect a minimum of seven (7) days prior to event.

## 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours or as required by the Owner Monday through Friday, unless otherwise indicated.
1. Weekend Hours: At no additional cost to the owner and as permitted by authorities and Owner.
  2. Early Morning Hours: As required by the Owner.
  3. Hours for Utility Shutdowns: No restrictions but as permitted by authorities.
  4. Hours for Core Drilling or noisy activity: as permitted and regulated by authorities.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner and Architect not less than three (3) days in advance of proposed utility interruptions.
  2. Obtain Architect's written permission before proceeding with utility interruptions.
  3. Coordinate with utility companies.
- D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- E. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.
  2. Employee Background Check:
    - a. Contractors may be subject to employee background checks for all employees and all Subcontractors' employees working on this project.
- F. The Owner reserves the right to limit access to be based on the results of the background check. The Contractor shall at all times comply with all governing safety codes including Occupational Safety & Health Administration (OSHA) requirements and OSHA approved state plans for Pennsylvania.

## 1.7 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 section, paragraph, sentence or phrase. Thus, a colon (:) defines a mandatory activity that a Contractor or all Contractors, if a general activity or element, must provide. The word "will" signifies intent or an obligation. Where Work or a requirement could be reasonably assumed to be duplicated (e.g. assigned to multiple Contracts or Contractors), the Contractor shall request the Architect for a clarification prior to submitting its Bid; otherwise the Contractor shall include the Work or requirement in its Bid. The words "include" and "including" when followed by an element or activity, or list of elements, activities, or

contents may refer to a partial list. The words "include" and "including" do not exclude other elements or contents; however, the words do not rule out the possibility of a complete listing. Similarly, the term "particular" and "particularly" may refer to a partial list and may not be exclusive of work to be completed or exclude responsibilities of other contractors.

2. Specification requirements are to be provided and performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. 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: Requirements for materials and products identified on Drawings may be described by typical generic terms, by proprietary term, or in detail in the Specifications.

#### 1.8 EXISTING CONDITION INFORMATION

- A. Existing condition information known to Architect is shown or described on drawings, in the specifications, or in another document referenced therein. Existing condition information is for Bidder's convenience and is intended to supplement Bidder's own investigations. It is made available for Bidder's convenience and information, but is not a warranty, either expressed or implied, of existing conditions or guaranteed in any way. This information is provided "as-is". The Bidder shall verify and confirm existing conditions to the extent necessary to prepare its Bid and complete the Work.
- B. Incorporated Documents: The following documents are incorporated by reference in their entirety. The documents are included in the Appendix.
1. Appendix A: Luzerne County Courthouse - Interior Restoration Recommendations, dated February 16, 2017 and completed by Evergreene Architectural Arts, Inc.
  2. Appendix B: Luzerne County Courthouse - Murals and Plaster Assessment, dated June 28, 2016 and completed by Evergreene Architectural Arts, Inc.
  3. Appendix C: Luzerne County Courthouse - Phase I: Rotunda, Level I: Preliminary Paint and Plaster Investigation, dated January 2006 and completed by Evergreene Painting Studios, Inc.
  4. Appendix D: Luzerne County Courthouse - Interior Restoration Recommendations for Appendix 3: Stained Glass Laylights and Windows, dated November 21, 2016 and completed by Evergreene Architectural Arts, Inc.
  5. Appendix E: Code of Ethics of the American Institute for Conservation of Historic & Artistic Works

#### 1.9 PHASING:

- A. It is the Contractor's responsibility to develop a work plan, with all other subcontractors and the conservator (retained by Contractor), and a schedule detailing, at a minimum, the procedures to be employed and a schedule defining the duration of the work with milestone subtasks. The Contractor shall coordinate with all subcontractors and assemble and furnish to the Owner one final schedule of approximate phasing dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. In addition, Contractor shall notify the Owner two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing dates to insure accomplishment of this work in successive phases mutually agreeable to the Owner and Contractor, as follows:
1. Scaffolding installation for Priority I Work
  2. Pilot Project Work
  3. Priority I Work
  4. Priority II Work
  5. Priority III Work

#### 1.10 WARRANTY

- A. WARRANTY FOR CONSTRUCTION: This warranty is in addition to any other manufacturer warranties provided as part of the manufacturer's standard warranty or as stated in other sections of specifications:

1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (9) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
2. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Owner takes possession.
3. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner-owned or controlled real or personal property, when that damage is the result of:
  - a. The Contractor's failure to conform to contract requirements; or
  - b. Any defect of equipment, material, workmanship, or design furnished.
4. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
5. The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
6. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - a. Obtain all warranties that would be given in normal commercial practice;
  - b. Require all warranties to be executed, in writing, for the benefit of the Owner.
  - c. Enforce all warranties for the benefit of the Owner.
8. In the event the Contractor's warranty under paragraph (2) of this clause has expired, the Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
9. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner-furnished material or design.
10. This warranty shall not limit the Owner's rights with respect to latent defects and gross mistakes.

END OF SECTION 011000