



Addendum

Beacon City School District
Beacon, New York

Reconstruction to
Rombout Middle School
Beacon High School

SED #13-02-00-01-0-004-021 Review #21-1304
SED #13-02-00-01-0-020-011 Review #21-1305

Tt Project No. 279180-22001

BID Addendum No. 1
to
Drawings and Project Manual

September 22, 2022

To: **ALL BIDDERS**

This ADDENDUM forms a part of the BIDDING AND CONTRACT DOCUMENTS and modifies the following documents:

Original DRAWINGS dated December 21, 2021, and
PROJECT MANUAL dated December 21, 2021.

Acknowledge receipt of the ADDENDUM in the space provided on the FORM OF PROPOSAL

This ADDENDUM consists of ONE (1) page and the following:

NEW PROJECT MANUAL SECTIONS

01 10 00 – PROJECT SUMMARY-PROJECT SCHEDULE
01 50 00 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

NEW ATTACHMENT

INSURANCE REQUIREMENTS – CAPITAL CONSTRUCTION – BEACON CITY SD

PROJECT MANUAL MODIFICATIONS

ITEM 1-C-1: Refer to INSURANCE REQUIREMENTS ATTACHMENT (issued herein)

1. Insert into Project Manual behind the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

ITEM 1-C-2: Refer to SECTION 01 10 00 – PROJECT SUMMARY-PROJECT SCHEDULE

1. DELETE existing Section, and ADD Re-Issued Section, attached to this Addendum.

ITEM 1-C-3: Refer to SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

1. DELETE existing Section, and ADD Re-Issued Section, attached to this Addendum.

END OF ADDENDUM

SECTION 01 10 00 – PROJECT SUMMARY-PROJECT SCHEDULE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General 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. Construction schedule.
4. General requirements of Contract.
5. Owner-furnished products.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; all openings are closed with permanent construction; and all exterior joints are sealed.

1.4 PROJECT INFORMATION

A. Project Identification: Reconstruction to: Rombout MS and Beacon HS.

1. Project Location:
 - a. Rombout MS: 88 Matteawan Rd., Beacon, NY 12508.
 - b. Beacon HS: 101 Matteawan Rd., Beacon, NY 12508.

B. Owner: Beacon City School District.

1. Address: 10 Education Drive, Beacon, NY 12508.

C. Architect: Tetra Tech Engineers, Architects & Landscape Architects, P.C., d/b/a Tetra Tech Architects & Engineers.

1. Address: 500 Bi-County Boulevard, Suite 104, Farmingdale, NY 11735.

D. Other Owner Consultants: The Owner has retained the following who have prepared designated portions of the Contract Documents:

1. Construction Manager: Jeff West at UW Marx, Inc.

a. Address: 20 Gurley Ave., Troy, NY 12128.

E. Project Representative: Project Representative will be appointed by Owner.

1. Project Representative will provide assistance in administering the Contract for Construction between Owner and Contractor, according to provisions of Division 01 Section, "Project Management and Coordination".

F. Building Code in Effect for Project: New York State Uniform Fire Prevention and Building Code and the Energy Conservation Construction Code of New York State.

1. Comply with the following: Building standards of the New York State Education Department.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Roof reconstruction at 2 school buildings.

B. Type of Contract: Project will be constructed under a single prime contract at each building as follows:

1. Roof Work Contract RC-A1 at Rombout MS.
2. Roof Work Contract RC-A2 at Beacon HS.

1.6 CONSTRUCTION SCHEDULE

A. The Work shall be conducted in accordance with the following schedule:

1. Commencement of construction (Off-Site Activities): Immediately following Contract Award.
2. Commencement of construction (On-Site Activities): June 26, 2023.
3. Submittals: Provide all submittals within 30 days after award of contract.
4. Substantial Completion date: August 21, 2023.
5. Final Completion date: 45 days after Substantial Completion.

1.7 GENERAL REQUIREMENTS OF CONTRACT

A. Temporary Ventilation: The Contractor is responsible for temporary ventilation before permanent enclosure of building is complete and all associated costs. The Contractor is responsible for temporary ventilation after permanent enclosure of building is complete, but Owner will pay utility-use charges.

1. Use of permanent systems for temporary ventilation is prohibited.

B. Water Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service from Permanent Existing System: Electric power from permanent existing system is available for use. Provide metering, connections and extensions of services as required for construction operations.

1. Construction Use Charges: By Owner.

1.8 ACCESS TO SITE

A. Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.9 COORDINATION WITH OCCUPANTS

A. Owner Occupancy: Owner will occupy site and existing and adjacent building(s) during entire construction period with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Project Representative and approval of authorities having jurisdiction.

2. Maintain in operation all life safety provisions and devices (including, but not limited to, fire alarms, fire extinguishers, smoke detectors, heat sensors, emergency and exit lighting, defibrillators, and similar items).
3. Notify Project Representative not less than 72 hours in advance of activities that will affect Owner's operations.

B. Coordination with School Schedule:

1. Normal School Year: Owner intends to maintain a full educational program during the normal school year throughout duration of Project and will make full use of the building and site, unless noted otherwise.
 - a. School and special activities may be conducted within building and on site outside regular school hours, including holidays and weekends.
 - b. Owner's personnel will perform normal custodial and maintenance services for the building areas and systems not involved in construction activities, unless noted otherwise.
2. Summer: Owner may schedule a summer school program or organized recreation activities at the building or site. These events will be coordinated with the contractor and the construction schedule by the CM.
 - a. Owner will staff building, at a minimum, with administrative, custodial and maintenance personnel during summer period.

C. Identification: The Contractor shall require its personnel and those of its subcontractors, sub-subcontractors and suppliers to wear yellow safety vests and visible photo-identification badges acceptable to the Owner, at all times for identification and security purposes.

1.10 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 to normal business working hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, except as otherwise indicated. Movement of materials is not permitted in Owner-occupied areas during normal business hours.

1. Other Weekday Hours: As approved by CM, with 48 hours notice.
2. Weekend Hours: As approved by CM, with 48 hours notice.
3. Hours for Noisy Activity (in excess of 60 dB): Non-School Days – 7:00 a.m. to 3:00 p.m.

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 Project Representative not less than 72 hours in advance of proposed utility interruptions.
2. Obtain Project Representative's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Project Representative not less than 72 hours in advance of proposed disruptive operations.
2. Obtain Project Representative's written permission before proceeding with disruptive operations.

E. Indoor Air Quality (IAQ): Protect indoor air quality, including control of emissions and moisture control during construction. Develop a construction IAQ management plan to be followed.

1. Control of Emissions: Provide measures and conduct operations to:
 - a. Protect HVAC systems.
 - b. Protect against emissions from such sources as environmental tobacco smoke, combustion contaminants, biological contaminants, volatile organic compounds (VOCs), formaldehyde, soil gases, pesticides, particles and fibers.
 - c. Provide low- and zero-VOC materials.
 - d. Protect against dust infiltration, especially during dust-producing activities.
 - e. Isolate work areas to prevent contamination of clean or occupied spaces.
 - f. Continuously maintain and regularly inspect areas and IAQ measures to prevent contamination of building areas.
 - g. Provide adequate ventilation, including, but not limited to:
 - 1) Minimum 48-hour pre-ventilation of packaged dry products which have odors or VOC emissions, prior to installation. Condition products without containers and packaging to maximize off-gassing of VOCs off-site.
 - 2) Adequate ventilation during and after installation of interior wet products and interior final finishes, and
 - 3) Appropriate air filtration, including filter replacement.
 - h. Schedule construction operations involving wet products prior to packaged dry products to the greatest extent possible.
 - i. Vacuum carpeted and soft surfaces with a high-efficiency particulate arrestor (HEPA) vacuum.
 - j. Flush out building for a minimum of 72 hours, or longer if required to dissipate emissions, prior to occupancy.

2. Moisture Control: Provide measures and conduct operations to:
 - a. Provide proper housekeeping to keep materials dry.
 - b. Inspect areas and materials for dampness and mold growth.
 - c. Schedule construction operations so that absorptive materials are protected and weather-proof building as quickly as possible.
 - d. Test for moisture content, moisture penetration and microbial growth to maintain within permissible limits.

- F. Comply with requirements in Division 01 Section “Governmental Safety Requirements”.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

- 1.1 GENERAL NOTE: This is a single prime contract. The Roofing Contractor will be the only contractor involved with roofing operations at both the High School and the Middle School. This Roofing Contractor will be responsible for any and all temp facilities and or controls required by that contractor
- 1.2 RELATED DOCUMENTS
- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.3 SUMMARY
- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- 1.4 USE CHARGES
- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- 1.5 SUBMITTALS, GENERAL
- A. General: Submit all informational submittals required by this Section concurrently.
- 1.6 INFORMATIONAL SUBMITTALS
- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.
- 1.7 QUALITY ASSURANCE
- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.
- B. Fencing Windscreen Privacy Screen: Polyester fabric scrim with grommets for attachment to chain link fence, sized to height of fence, in color selected by Architect from manufacturer's standard colors.
- C. Plastic Barrier Fencing: High-density polyethylene mesh, high-visibility orange; minimum 4 feet high with minimum 6-foot-long wood stakes spaced a maximum of 8 feet on center, and with a continuous wood top stake; steel wire or nylon cable ties every 12 inches on center; with warning signs as indicated or required.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control. Use of permanent HVAC system is not permitted.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. HVAC Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 - a. Directly vent all combustion gases to the exterior.
 - b. Design system to use 100 percent outside make-up air.

- c. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Temp-Air, Inc.
- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
 - 1. Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 2. Provide reduced pressure zone (RPZ) backflow preventer at connection to existing system. Provide appropriate drainage piping with air gap from the backflow preventer relief port to an approved discharge point.
 - a. Basis-of-Design Product: Watts Water Technologies; Series LF909.
 - 3. Provide 3/4-inch hose connections [**at each level**] spaced so that a 200-foot-long hose will reach all areas of building where a Contractor requires water.

4. Provide sign at each outlet indicating temporary water sources are not for human consumption
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and bottled drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Use of Owner's toilet facilities and drinking water facilities is not permitted.
1. Provide continual supply of toilet paper, paper towels, soap, and bottled drinking water.
- D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service **overhead** unless otherwise indicated.
 2. Connect temporary service to Owner's existing power source, as directed by Owner. Maintain equipment in a condition acceptable to Owner.
 3. Service Requirements:
 - a. Provide 120/208 V, 60 Hz, single/three phase alternating current with capacity to accommodate maximum electric power and lighting requirements during construction.
 - b. Provide minimum of two each 120/208 V duplex outlets spaced so that a 50-foot-long extension cord will reach all areas of building where a Contractor requires electric power.
 4. Distribution System: Provide poles, pole hardware, overhead, exterior and interior wiring, transformers, and similar items required for electric power service and lighting.
 - a. Single-Phase Wiring: 3-wire, 120/208 V feeders, with No. 12 three- or four-wire branch circuits conforming to NEC No. 210-7 and OSHA requirements, with branch circuit protective device.

- 1) Provide each branch circuit with 120/208 V, single-phase fused grounding-type power outlets, buss type SRX or SKY, with approved covered box and fuses as required.
 - 2) Provide panelboards containing ground fault interrupter type circuit breakers meeting applicable NEC requirements with required number of poles.
 - a) Basis-of-Design Product: Square D by Schneider Electric; QO120GFI for each branch circuit allowing maximum total load of 16 amps on each 20 amp branch circuit.
 - 3) Provide appropriately-sized green grounding wiring complying with NEC requirements in feeder and branch circuits to provide grounding of all 120 and 208 V outlets in approved manner.
 - b. Three-Phase Wiring: Three-wire, 208 V feeders, with fused disconnect switches, allowing minimum 5 hp motor load at 208 V from each feeder, and providing four three-phase outlets on each floor near points of use.
 5. Extension Cords: Temporary 3-wire plug-in extensions with grounding features at both ends.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service in Contractor's field office.
1. Provide Contractor's superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Comply with the following:
1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 2. Maintain support facilities until Substantial Completion.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas **within construction limits indicated** on Drawings.
1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations in all areas of construction operations.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
1. Waste from Construction Operations: Includes materials not intended or necessary for completion of Work, including packing materials, food waste, waste paper, and similar items. Excavated material is not included in this definition.
 2. Chutes: Provide enclosed chutes for removal of waste from construction operations from levels above grade level or roof. Remove waste in a controlled manner; materials shall not be dropped or thrown from heights.
- F. Recycling Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Packaging:
 - a. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - b. Polystyrene Packaging: Separate and bag materials.
 - c. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site.
 3. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.
- G. Shoring and Bracing: Provide and maintain shoring, bracing, and structural supports, designed by a qualified professional engineer, required to preserve stability and prevent movement, settlement, or collapse of new and existing construction and to prevent unexpected or uncontrolled movement or collapse of construction.
- H. Staging and Scaffolding: Provide facilities necessary for supporting materials and personnel in accordance with requirements of authorities having jurisdiction
- I. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

- J. Temporary Elevator Use: Use of elevators is not permitted.
- K. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
 - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
 - 1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control:
 - 1. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to "New York State Standards and Specifications for Erosion and Sediment Control" published by Empire State Chapter Soil and Water Conservation Society, under the direction of the New York State Department of Environmental Conservation, Division of Water.
 - 2. General Soil Erosion and Sediment Control Measures:
 - a. Take precautions to prevent mud from construction site accumulating on adjoining public roads and sidewalks and Owner's roads and sidewalks. Clean accumulations of mud from public roads and sidewalks and from Owner's roads and sidewalks when required by public authorities and when directed by Architect.
 - b. Plan and execute construction by methods to control surface drainage from cuts and fills and from borrow areas, and to prevent erosion and sedimentation.
 - 1) Provide temporary measures and erosion control devices or methods appropriate to conditions at site.
 - 2) Construct fills and waste areas by selective placement to avoid erosive surface silts or clays.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
1. Maintain protection zones free of weeds and trash.
 2. Do not prune roots or branches of trees to remain without approval of Architect.
 - a. If pruning is approved, engage an experienced, qualified arborist to perform pruning and treating.
 3. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using materials approved by authorities having jurisdiction as environmentally safe.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- J. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
1. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 2. Paint and maintain appearance of walkway for duration of the Work.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior. Face exterior enclosures with plywood, unless otherwise approved, in advance, by Architect. Polyethylene sheet may not be used for exterior enclosures.
1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
 2. Provide temporary chain link fencing enclosure(s) around any staged materials left on site. Provide lockable gate and keys to lock(s) to CM and Owner.

- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 MOISTURE AND MOLD CONTROL

- A. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.
- B. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.
- C. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

INSURANCE REQUIREMENTS – CAPITAL CONSTRUCTION – Beacon City SD

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an Additional Insured on the contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the contractor (e.g., roofing, carpentry or plumbing) that are covered by the liability policies.
 - b. At the District's request, the contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the contractor will provide a copy of the policy endorsements and forms.
 - c. There will be no coverage restrictions and/or exclusions involving New York State Labor Law statutes or gravity related injuries.
 - d. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificates of insurance. Policy exclusions may not be accepted.
4. The contractor agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/\$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense

The general aggregate shall apply on a per-project basis.

b. Owners Contractors Protective (OCP) Insurance

For projects less than or equal to \$1,000,000 and work on 1 story (10 feet) only; \$1 million per occurrence, \$2 million aggregate with the District as the Named Insured.

For projects greater than \$1,000,000 and/or work over 1 story (10 feet); \$2 million per occurrence, \$4 million aggregate with the District as the Named Insured.

For all projects where General Liability, Auto and Umbrella/Excess Coverage is with non-licensed and non-admitted carriers in New York State; \$2 million per occurrence, \$4 million aggregate with the District as the named Insured.

The District will be the Named Insured on OCP Policies. There will be no Additional Insureds on any OCP Policies.

c. Automobile Liability

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

d. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

e. Builder's Risk

Must be purchased by the contractor to include interest of the Owner and Contractor jointly in a form satisfactory to the owner. The limit must reflect the total completed value – all material and labor costs and provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and/or flood.

f. Umbrella/Excess Insurance

\$5 million each Occurrence and Aggregate for general construction and no work at elevation (1 story – 10 feet) or project values less than or equal to \$1,000,000.

\$10 million each Occurrence and Aggregate for high-risk construction, work at elevation (>1 story or 10 feet) or project values greater than \$1,000,000.

Umbrella/Excess coverage shall be on a follow-form basis over the Auto Liability and General Liability coverages.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District/BOCES. The contractor is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
7. **Subcontractors are subject to the same terms and conditions as stated above and must submit same to the District for approval prior to the start of any work.**
8. In the event the General Contractor fails to obtain the required certificates of insurance from the Subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the District, its Board, employees and volunteers from any and all claims for which the required insurance would have provided coverage. **This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.**

ADDITIONAL REQUIREMENTS ASBESTOS, LEAD ABATEMENT AND/OR HAZARDOUS MATERIALS

Asbestos/Lead Abatement/Pollution Liability Insurance

\$2,000,000 per occurrence/\$2,000,000 aggregate, including products and completed operations. Such insurance shall include coverage for the Contractor's operations including, but not limited to, removal, replacement, enclosure, encapsulation and/or disposal of asbestos, or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. If a retroactive date is used, it shall pre-date the inception of the Contract.

If the Contractor is using motor vehicles for transporting hazardous materials, the Contractor shall maintain pollution liability broadened coverage (ISO Endorsement CA 9948), as well as proof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following acceptance by the District of the Certificate of Completion.

Testing Company Errors and Omission Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate for the testing and other professional acts of the Contractor performed under the Contract with the District.