Focus Collaboration Heart Creativity

NEW MILFORD BOARD OF EDUCATION
New Milford Public Schools
25 Sunny Valley Road, Suite A
New Milford, Connecticut 06776

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2026 OCT 16 A 8:34
NEW MILFORD, CT

BOARD OF EDUCATION
MEETING NOTICE

DATE:	**October 20, 2026**
TIME:	**6:30 P.M.**
PLACE:	**Sarah Noble Intermediate School – Library Media Center**

AGENDA

New Milford Public Schools Mission Statement

The mission of the New Milford Public Schools, a collaborative partnership of students, educators, family, and community, is to prepare each and every student to compete and excel in an ever-changing world, embrace challenges with vigor, respect and appreciate the worth of every human being, and contribute to society by providing effective instruction and dynamic curriculum, offering a wide range of valuable experiences, and inspiring students to pursue their dreams and aspirations.

1. **CALL TO ORDER**
   A. Pledge of Allegiance
2. **PUBLIC COMMENT**
   An individual may address the Board concerning any item on the agenda for the meeting subject to the following provisions:
   A. A three-minute time limit may be allocated to each speaker with a maximum of twenty minutes being set aside per meeting. The Board may, by a majority vote, cancel or adjust these time limits.
   B. If a member of the public comments about the performance of an employee or a Board member, whether positive, negative, or neutral, and whether named or not, the Board shall not respond to such comments unless the topic is an explicit item on the agenda and the employee or the Board member has been provided with the requisite notice and due process required by law. Similarly, in accordance with federal law pertaining to student confidentiality, the Board shall not respond to or otherwise discuss any comments that might be made pertaining to students.
3. **IDEAL STUDENT RECOGNITION: Schaghticoke Middle School Learning Leaders**
4. **PTO REPORT**
5. **STUDENT REPRESENTATIVES' REPORT**
6. **LEGISLATIVE UPDATE - STATE REPRESENTATIVE BILL BUCKBEE**
7. **APPROVAL OF MINUTES**
   A. Approval of the following Board of Education Meeting Minutes:
      1. Regular Meeting Minutes September 15, 2026

8. **SUPERINTENDENT'S REPORT**
9. **BOARD CHAIRPERSON'S REPORT**
10. **SUBCOMMITTEE REPORTS**
    A. Policy
    B. Committee on Learning
    C. Facilities
    D. Operations
11. **DISCUSSION AND POSSIBLE ACTION**
    A. Monthly Reports
        1. Budget Position dated September 30, 2026
        2. Purchase Resolution D-810 Revised
        3. Request for Budget Transfers
    B. Northville School Roof Bidding Preparation: Plans, Project Manual, and Cost Estimate
    C. Revised Policies for First Read:
        1. 4112.5 Employment and Student Teacher Background Checks
           4212.5
        2. 4118.6 Policy Regarding Employee Use of the District's Computer Systems
           4218.6 and Electronic Communications
        3. 5131 Student Discipline
    D. Revised Policy for Fourth Read:
        1. 6142.1 Curricular Exemptions

12. **ITEMS OF INFORMATION**
    A. Items of Information:

1.	4118.6 R	Administrative Regulations Regarding Use of the District's Computer Systems
	4218.6 R	and Electronic Communications
2.	4147.1 R	Administrative Regulations Regarding Occupational Safety And Health
	4247.1 R	(Bloodborne Pathogens)
3.	5131 R	Administrative Regulations Regarding Student Discipline
4.	5141.221 R	Administrative Regulations Regarding Immunizations
5.	5141.3R	Administrative Regulations Regarding Health Assessments/Screenings and Oral Health Assessments

    B. District Beliefs About Learning
    C. New Milford High School Graduation Date
    D. 2027-2028 NMPS Calendar
    E. Human Resources Department Update
    F. Employment Report - October 2026
    G. Enrollment Report - October 2026
    H. Fundraising Report
    I. Field Trip Report

13. **ADJOURN**

New Milford Board of Education
Meeting Motions & Minutes
September 15, 2026
Sarah Noble Intermediate School Library Media Center

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2026 SEP 17 P 4:17
NEW MILFORD, CT

Present:	Mrs. Leslie Sarich, Chairperson Mr. Eric Hansell, Vice Chairperson Mrs. Sarah Herring, Secretary Mrs. Tammy McInerney, Assistant Secretary Mrs. Wendy Faulenbach Mr. Brian McCauley Mr. Joseph Failla Mr. Tom O'Brien Mayor Pete Bass, *ex-officio*
Absent:	Mr. Dean Barile

Also Present:	Dr. Janet Parlato, Superintendent of Schools Ms. Holly Hollander, Assistant Superintendent of Schools Mr. Matthew Cunningham, Director of Facilities Mrs. Linda Demeyer, Director of Human Resources Mr. Jeffrey Turner, Director of Technology Mr. Anthony Giovannone, Director of Fiscal Services and Operations Dr. Kimberly Culkin, Director of Student Services

1.	**A.**	**Call to Order** Pledge of Allegiance The meeting of the New Milford Board of Education was called to order at 6:30 p.m. by Mrs. Leslie Sarich, Chairperson. The Pledge of Allegiance immediately followed the call to order.	**Call to Order** A. Pledge of Allegiance
2.	**A.**	**Public Comment** Mrs. Bigalow-Kern of 76 Second Hill Rd., stated she is a parent of a New Milford High School student. She commended the district on their communications but added there was a lack of communication about ICE. Mrs. Bigalow-Kern urged the district to be cognizant of ICE.	**Public Comment**
3.		**IDEAL EMPLOYEE RECOGNITION: TEACHERS AND PARAEDUCATORS OF THE YEAR**	**IDEAL EMPLOYEE RECOGNITION: TEACHERS AND PARAEDUCATORS OF THE YEAR**

		Dr. Parlato stated it is a pleasure to recognize the ParaEducators and Teachers of the Year honorees, and awardees for 2026 and 2027. Winners include: Paraeducators: • Melissa Buturla, Sarah Noble Elementary School • Danielle Evans, Northville Elementary School • Toni Bentley, Schaghticoke Middle School • Anthony Pelillo, Hill & Plain School and **District ParaEducator of the Year** Teachers: • Gretchen Rondini, Northville Elementary School • Susan Stoughton, Schaghticoke Middle School • Jessica Kelly, Hill and Plain School • Megan Lago, Sarah Noble Intermediate School • Nicole DuVerger, New Milford High School and **District Teacher of the Year**	
4.		**PTO REPORT** There was none.	**PTO REPORT**
5.		**STUDENT REPRESENTATIVES' REPORT** *See Superintendent's Report*	**STUDENT REPRESENTATIVES' REPORT**
6.		**APPROVAL OF MINUTES** **Approval of the following Board of Education Meeting Minutes:** **1. Special Meeting Minutes August 18, 2026** **2. Regular Meeting Minutes August 18, 2026** *Mrs. Faulenbach moved to approve the Special Meeting Minutes, August 18, 2026. Seconded by*	**APPROVAL OF MINUTES** **A. Approval of the following Board of Education Meeting Minutes:** **1. Special Meeting Minutes August 18, 2026** **2. Regular Meeting Minutes August 18, 2026** Motion made and passed to approve the Special Meeting

		Mrs. McInerney. Motion passed 6-0-2 with Mr. Hansell and Mr. McCauley abstained. *Mr. O'Brien moved to approve the Regular Meeting Minutes, August 18, 2026. Seconded by Mrs. McInerney. Motion passed 6-0-2 with Mr. Hansell and Mr. McCauley abstained.*	Minutes August 18, 2026. Motion passed 6-0-2. Motion made and passed to approve the Regular Meeting Minutes August 18, 2026. Motion passed 6-0-2.
7.		**SUPERINTENDENT'S REPORT** Dr. Parlato stated the district has begun its 4th week of school. Mr. Porter could not be in attendance for the Student Representatives' Report and Dr. Parlato shared his notes: Hill and Plain had their Open House and a package of "Jitter Glitter" was given to each student to put under their pillow the night before school for luck. The school was featured on WFSB Channel 3 News as one of the first Connecticut schools to start the year. New Milford High School cheerleaders helped cheer on students as they arrived on the first day. They continue to focus on improving attendance and lowering chronic absenteeism. The PTO Color Run raised almost $5,000 and families enjoyed the annual Fall Fest. Northville Elementary School had their Curriculum Night. The PTO hosted a Welcome Back event. Students enjoyed picking out pumpkins, petting goats, and food trucks. The school is currently participating in their Apex Fundraiser, with a Fun Run taking place this Friday. Both schools participated in the Roz's Great Camouflage Challenge, and a few lucky students won the next book in the Wild Robot series. Sarah Noble Intermediate School had a welcome back Foam Fest. Students are settling into their new classes and this past week students enjoyed the PTO fun run. There is a family evening event on the 23rd. Schaghticoke Middle School had their first 6th grade dance of the year. Initial assessments are being done for iReady Math and ELA. Students are	**SUPERINTENDENT'S REPORT**

		using planners for the first time in years. Clubs and activities are open to students. Picture Day is Friday. New Milford High School had their first responder recognition on September 10th. A blood drive on September 11th. Open house is September 15th, and this week is Spirit Week. Homecoming is September 18th and the dance is September 19th.	
8.		**BOARD CHAIRPERSON'S REPORT** Mrs. Sarich reminded board members that they should not contact the Board of Education's attorney directly.	**BOARD CHAIRPERSON'S REPORT**
9.		**LEGISLATIVE UPDATE** Dr. Parlato stated Representative Bill Buckbee will be in attendance at the October meeting to give an update on recent legislation.	**LEGISLATIVE UPDATE**
10.		**SUBCOMMITTEE REPORTS** **A. Policy** No discussion. **B. Committee on Learning** No discussion. **C. Facilities** Mr. O'Brien stated the spring and summer projects will be reviewed by Mr. Cunningham. **D. Operations** Mrs. Faulenbach stated the tuition rates and tennis courts finances will be discussed.	**SUBCOMMITTEE REPORTS** **A. Policy** **B. Committee on Learning** **C. Facilities** **D. Operations**

11.		**<u>DISCUSSION AND POSSIBLE ACTION</u>**	**DISCUSSION AND POSSIBLE ACTION**
	A.	**Monthly Reports** **1. Budget Position dated August 31, 2026** **2. Purchase Resolution: D-809** **3. Request for Budget Transfers** Mrs. Faulenbach asked Mr. Giovannone for a detailed breakdown of transportation. Mr. Giovannone stated the turf field account was now updated.	**A. Monthly Reports** **1. Budget Position dated August 31, 2026** **2. Purchase Resolution: D-809** **3. Request for Budget Transfers**

		Mrs. Faulenbach moved to approve the Budget Position dated August 31, 2026; Purchase Resolution D-809; and Request for Budget Transfers. Seconded by Mr. McCauley. Motion passed unanimously.	Motion made to approve the Budget Position dated August 31, 2026; Revised Purchase Resolution D-809; and Request for Budget Transfers. Motion passed unanimously.
	B.	**2026-27 Board of Education and District Goals** No discussion. *Mrs. Sarich moved to approve the 2026-27 Board of Education and District Goals. Seconded by Mr. McCauley. Motion passed unanimously.*	**B. 2026-27 Board of Education and District Goals** Motion made to approve the 2026-27 Board of Education and District Goals. Motion passed unanimously.
	C.	**Policy for Discussion** **1. 5000 Policy Regarding Non-Discrimination (Students)** Mr. Failla stated the United States Supreme Court issued a decision barring transgender girls and women from competing in female sports, and that is not recognized as a Title IX violation.	**C. Policy for Discussion** **1. 5000 Policy Regarding Non-Discrimination (Students)**
	D.	**RFP E-2627-001 NMHS Tennis Courts A&E** Mayor Bass stated, after hearing the intentions of the tennis courts to include pickleball and other free play components, he will make the recommendation to the Town Council to utilize the Waste Management Fund to disperse $500,000 towards the courts. It will help mitigate costs to the taxpayers. The contribution to the tennis courts from the waste management fund will then give the Board of Education $500,000 in capital funds to use toward HVAC and security projects. Mr. McCauley stated he appreciated the conversation and possibility of the partnership. The district has been putting anywhere from $50,000-$80,000 every 5 years towards the courts for maintenance. Mrs.	**D. RFP E-2627-001 NMHS Tennis Courts A&E**

		Faulenbach stated this is a wise use of the Waste Management funds since they are earmarked for recreation. *Mrs. Faulenbach moved to approve the RFP E-2627-001 New Milford High School Tennis Courts A&E to BSC Group, in the amount of $77,500. Seconded by Mr. Hansell. Motion passed unanimously.*	Motion made to approve the RFP E-2627-001 New Milford High School Tennis Courts A&E to BSC Group, in the amount of $77,500. Motion passed unanimously.
	E.	**NMHS Tennis Court Funding** *Mrs. Faulenbach moved to request appropriation of $500,000 from the Waste Management fund toward the BOE New Milford High School Tennis court project, and re-appropriate $500,000 (of the original $1,100,000) from the BOE New Milford High School Tennis court project as follows: $250,000 towards future Board of Education HVAC replacement/improvements and $250,000 towards Security updates, subject to the approval by Town Council, Board of Finance, and Town Meeting. Seconded by Mr. McCauley. Motion passed unanimously.*	**E. NMHS Tennis Court Funding** Motion made and passed to request appropriation of $500,000 from the Waste Management fund toward the BOE New Milford High School Tennis court project, and re-appropriate $500,000 (of the original $1,100,000) from the BOE New Milford High School Tennis court project as follows: $250,000 towards future Board of Education HVAC replacement/improvements and $250,000 towards Security updates, subject to the approval by Town Council, Board of Finance, and Town Meeting. Motion passed unanimously.
	F.	**2026/2027 Tuition Rates** Mr. Failla asked that the tuition amounts be put on the record to make it easier for the public to find. Mrs. Faulenbach stated the tuition rates will be raised to the following: New Milford High School - $15,765 Schaghticoke Middle School - $13,568 K-5 Schools - $13,306	**F. 2026/2027 Tuition Rates**

		Mr. Failla stated that the tuition rates themselves should be specified in the motion. *Mr. Hansell moved to approve the 2026/2027 Tuition Rates. Seconded by Mr. McCauley. Motion passed unanimously.*	Motion made and passed to approve the 2026/2027 Tuition Rates. Motion passed unanimously.

12.		**ITEMS OF INFORMATION**	**ITEMS OF INFORMATION**
	A.	**5000 R Administrative Regulations Regarding Non-Discrimination (Students)** No discussion.	**A. 5000 R Administrative Regulations Regarding Non-Discrimination (Students)**
	B.	**Board of Education Meeting Schedule** No discussion.	**B. Board of Education Meeting Schedule**
	C.	**Employment Report - September 2026** Mrs. Demeyer stated the majority of vacancies are paraeducators. In response to Mrs. McInerney's question, Mrs. Demeyer stated they have 39.4 openings, 9.4 of those are certified.	**C. Employment Report - September 2026**
	D.	**Enrollment Report - September 2026** Dr. Parlato stated kindergarten has an increase because of the new legislation for kindergarten start age. Class sizes are still reasonable. The October report will give the best snapshot.	**D. Enrollment Report - September 2026**
	E.	**Review of Spring/Summer 2026 Facilities work in New Milford Public Schools** Mr. Cunningham presented a slideshow of the spring/summer 2026 projects. Those projects included the cleaning of the chiller at the high school, sidewalk repair at the high school and Northville, the underground storage tank replacement at the middle school, the gymnasium being redone at the middle school, office space construction at Central Office, pipe work at Northville, other miscellaneous projects as well as the seasonal work needing to be completed.	**E. Review of Spring/Summer 2026 Facilities work in New Milford Public Schools**

		Responding to Mrs. McInerney's inquiry, Mr. Cunningham stated the middle school bleachers will be replaced next year. Mr. O'Brien asked about the source of funding for the projects. Mr. Cunningham stated the projects were funded through the capital reserve and DRIP funds, the middle school gymnasium was through DRIP funds. Mrs. Faulenbach noted the cost savings that was had with conducting the majority of projects in-house.	
	F.	**Field Trip Report** Dr. Parlato stated many of the trips are for the marching band.	**F. Field Trip Report**

13.		**ADJOURN** *Mr. O'Brien. O'Brien moved to adjourn the meeting at 7:24 p.m. Seconded by Mr. Hansell. Vote passed unanimously.*	**ADJOURN** Motion made to adjourn the meeting at 7:24 p.m. Motion passed unanimously.

Respectfully Submitted,

Sarah E Herring

Mrs. Sarah Herring
Secretary
New Milford Board of Education

BUDGET POSITION DATED 9/30/26

RANGE	MAJOR OBJECT CODE DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
100'S	SALARIES - CERTIFIED	34,750,829	0	34,750,829	4,769,014	29,201,513	780,302	97.75%
100'S	SALARIES - NON CERTIFIED	11,457,022	0	11,457,022	2,337,210	6,319,102	2,800,710	75.55%
200'S	BENEFITS	14,558,035	0	14,558,035	6,399,026	7,076,433	1,082,575	92.56%
300'S	PROFESSIONAL SERVICES	4,392,288	0	4,392,288	777,836	2,317,804	1,296,648	70.48%
400'S	PROPERTY SERVICES	1,002,297	0	1,002,297	230,437	295,122	476,738	52.44%
500'S	OTHER SERVICES	11,818,383	0	11,818,383	1,590,849	9,840,151	387,382	96.72%
600'S	SUPPLIES	3,007,648	0	3,007,648	772,034	1,583,716	651,898	78.33%
700'S	CAPITAL	108,800	0	108,800	56,800	20,001	31,999	70.59%
800'S	DUES AND FEES	98,306	0	98,306	45,942	8,445	43,919	55.32%
900'S	REVENUE	-2,519,950	0	-2,519,950	-49,479	0	-2,470,471	1.96%
	GRAND TOTAL	**78,673,658**	**0**	**78,673,658**	**16,929,670**	**56,662,288**	**5,081,700**	**93.54%**

SALARIES - NON CERTIFIED BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51180	SALARIES - NON CERT - STIPENDS	590,134	0	590,134	0	0	590,134	0.00%
51201	SALARIES - NON CERT - PARA EDUCATORS	2,400,237	0	2,400,237	371,969	1,374,938	653,329	72.78%
51202	SALARIES - NON CERT - SUBSTITUTES	1,200,993	0	1,200,993	312,684	0	888,309	26.04%
51210	SALARIES - NON CERT - SECRETARY	2,649,744	0	2,649,744	629,275	1,799,669	220,800	91.67%
51225	SALARIES - NON CERT - TUTORS	154,755	0	154,755	14,749	0	140,006	9.53%
51240	SALARIES - NON CERT - CUSTODIAL	2,162,736	0	2,162,736	536,929	1,497,816	127,991	94.08%
51250	SALARIES - NON CERT - MAINTENANCE	1,097,826	0	1,097,826	258,845	710,326	128,655	88.28%
51285	SALARIES - NON CERT - TECHNOLOGY	584,377	0	584,377	124,902	407,990	51,485	91.19%
51336	SALARIES - NON CERT - NURSES	616,220	0	616,220	87,857	528,363	0	100.00%
	TOTAL	**11,457,022**	**0**	**11,457,022**	**2,337,210**	**6,319,102**	**2,800,710**	**75.55%**

BENEFIT BREAKOUT

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
52200	BENEFITS - FICA	651,002	0	651,002	135,536	0	515,466	20.82%
52201	BENEFITS - MEDICARE	646,966	0	646,966	95,520	0	551,446	14.76%
52300	BENEFITS - PENSION	1,260,757	0	1,260,757	1,260,757	0	0	100.00%
52600	BENEFITS - UNEMPLOYMENT COMP	37,000	0	37,000	0	37,000	0	100.00%
52810	BENEFITS - HEALTH INSURANCE	11,236,325	0	11,236,325	4,653,799	6,582,526	0	100.00%
52820	BENEFITS - DISABILITY INSURANCE	150,000	0	150,000	23,511	113,502	12,987	91.34%
52830	BENEFITS - LIFE INSURANCE	145,000	0	145,000	22,756	119,568	2,676	98.15%
52900	BENEFITS - OTHER EMPLOYEE BENEFITS	430,985	0	430,985	207,147	223,838	0	100.00%
	TOTAL	**14,558,035**	**0**	**14,558,035**	**6,399,026**	**7,076,433**	**1,082,575**	**92.56%**

EXPENDITURES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
51110	CERTIFIED SALARIES	34,750,829	0	34,750,829	4,769,014	29,201,513	780,302	97.75%
51200	NON-CERTIFIED SALARIES	11,457,022	0	11,457,022	2,337,210	6,319,102	2,800,710	75.55%
52000	BENEFITS	14,558,035	0	14,558,035	6,399,026	7,076,433	1,082,575	92.56%
53010	LEGAL SERVICES	200,478	0	200,478	0	17,340	183,138	8.65%
53050	CURRICULUM DEVELOPMENT	80,000	0	80,000	28,080	174	51,746	35.32%
53200	PROFESSIONAL SERVICES	2,272,092	0	2,272,092	478,729	1,472,765	320,599	85.89%
53201	MEDICAL SERVICES - SPORTS	2,700	0	2,700	0	0	2,700	0.00%
53210	TIME & ATTENDANCE SOFTWARE	7,500	0	7,500	242	7,258	0	100.00%
53220	IN SERVICE	150,650	0	150,650	25,293	7,450	117,907	21.73%
53230	PUPIL SERVICES	824,033	0	824,033	62,861	450,136	311,036	62.25%
53300	OTHER PROF/ TECH SERVICES	74,751	0	74,751	9,820	27,174	37,757	49.49%
53310	AUDIT/ACCOUNTING	49,920	0	49,920	49,920	0	0	100.00%
53500	TECHNICAL SERVICES	270,775	0	270,775	90,859	4,360	175,556	35.17%
53530	SECURITY SERVICES	333,034	0	333,034	5,387	327,647	0	100.00%
53540	SPORTS OFFICIALS SERVICES	126,355	0	126,355	26,645	3,500	96,210	23.86%
54101	CONTRACTUAL TRASH PICK UP	91,800	0	91,800	20,064	71,736	0	100.00%
54301	REPAIRS & MAINTENANCE	521,447	0	521,447	125,636	49,328	346,483	33.55%
54303	GROUNDS MAINTENANCE	12,200	0	12,200	1,542	489	10,169	16.65%
54310	GENERAL REPAIRS	45,070	0	45,070	9,229	1,183	34,658	23.10%
54320	TECHNOLOGY RELATED REPAIRS	42,140	0	42,140	4,907	5,305	31,928	24.23%
54411	WATER	59,497	0	59,497	11,105	48,392	0	100.00%
54412	SEWER	19,750	0	19,750	12,811	6,939	0	100.00%
54420	LEASE/RENTAL EQUIP/VEH	210,393	0	210,393	45,143	111,750	53,500	74.57%
55100	PUPIL TRANSPORTATION - OTHER	200,441	0	200,441	18,441	59,034	122,966	38.65%
55101	PUPIL TRANS - FIELD TRIP	55,500	0	55,500	0	9,502	45,998	17.12%
55110	STUDENT TRANSPORTATION	6,376,163	0	6,376,163	273,287	6,051,318	51,558	99.19%
55200	GENERAL INSURANCE	376,193	0	376,193	376,193	0	0	100.00%
55300	COMMUNICATIONS	25,396	0	25,396	7,977	15,892	1,528	93.98%
55301	POSTAGE	23,450	0	23,450	3,270	19,680	500	97.87%
55302	TELEPHONE	68,798	0	68,798	36,429	32,369	0	100.00%

EXPENDITURES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
55400	ADVERTISING	12,500	0	12,500	1,266	0	11,234	10.13%
55505	PRINTING	26,960	0	26,960	1,156	5,225	20,579	23.67%
55600	TUITION - TRAINING	30,000	0	30,000	4,360	0	25,640	14.53%
55610	TUITION - PUBLIC PLACEMENTS	1,332,787	0	1,332,787	109,173	1,213,469	10,145	99.24%
55630	TUITION - PRIVATE PLACEMENTS	3,252,180	0	3,252,180	753,309	2,433,102	65,769	97.98%
55800	TRAVEL	38,015	0	38,015	5,989	560	31,466	17.23%
56100	GENERAL INSTRUCTIONAL SUPPLIES	212,893	0	212,893	31,780	37,996	143,117	32.78%
56110	INSTRUCTIONAL SUPPLIES	503,976	0	503,976	146,138	45,636	312,202	38.05%
56120	ADMIN SUPPLIES	36,477	0	36,477	9,925	2,304	24,248	33.53%
56210	NATURAL GAS	204,249	0	204,249	45,495	158,754	0	100.00%
56220	ELECTRICITY	1,168,248	0	1,168,248	244,709	922,937	602	99.95%
56230	PROPANE	2,126	0	2,126	0	0	2,126	0.00%
56240	OIL	250,305	0	250,305	9,363	240,942	0	100.00%
56260	GASOLINE	35,281	0	35,281	3,483	27,198	4,600	86.96%
56290	FACILITIES SUPPLIES	328,874	0	328,874	158,771	128,539	41,564	87.36%
56291	MAINTENANCE COMPONENTS	16,475	0	16,475	0	1,162	15,313	7.05%
56292	UNIFORMS/ CONTRACTUAL	13,622	0	13,622	0	0	13,622	0.00%
56293	GROUNDSKEEPING SUPPLIES	25,445	0	25,445	12,245	5,072	8,129	68.05%
56410	TEXTBOOKS	19,620	0	19,620	2,221	3,286	14,113	28.07%
56411	CONSUMABLE TEXTS	65,473	0	65,473	54,151	0	11,322	82.71%
56420	LIBRARY BOOKS	58,449	0	58,449	20,760	7,899	29,789	49.03%
56430	PERIODICALS	18,574	0	18,574	12,641	1,645	4,288	76.91%
56460	WORKBOOKS	11,650	0	11,650	7,625	0	4,025	65.45%
56500	SUPPLIES - TECH RELATED	35,911	0	35,911	12,727	346	22,837	36.41%
57340	COMPUTERS	70,000	0	70,000	51,671	3,765	14,564	79.19%
57345	INSTRUCTIONAL EQUIPMENT	32,200	0	32,200	4,526	16,025	11,648	63.82%
57400	GENERAL EQUIPMENT	6,600	0	6,600	603	211	5,786	12.33%
58100	DUES & FEES	98,306	0	98,306	45,942	8,445	43,919	55.32%
EXPENDITURE TOTAL		**81,193,608**	**0**	**81,193,608**	**16,979,148**	**56,662,288**	**7,552,171**	**90.70%**

REVENUES

OBJECT	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	TRANSFERS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	BALANCE	% USED
43103	EXCESS COSTS	-2,119,091	0	-2,119,091	0	0	-2,119,091	0.00%
43105	MEDICAID REIMBURSEMENT	-109,626	0	-109,626	-49,479	0	-60,147	45.13%
44705	BUILDING USE FEES (BASE RENTAL)	-43,765	0	-43,765	0	0	-43,765	0.00%
49102	BUILDING USE FEES (CUSTODIAL)	-36,758	0	-36,758	0	0	-36,758	0.00%
44800	REGULAR ED TUITION	-136,800	0	-136,800	0	0	-136,800	0.00%
44822	SPECIAL ED TUITION	-34,660	0	-34,660	0	0	-34,660	0.00%
44860	ADMISSIONS/ATHLETIC GATE RECEIPTS	-18,400	0	-18,400	0	0	-18,400	0.00%
44861	PARKING PERMIT FEES	-20,850	0	-20,850	0	0	-20,850	0.00%
49103	TUITION REIMBURSE - DCF PLACED	0	0	0	0	0	0	N/A
REVENUE TOTAL		**-2,519,950**	**0**	**-2,519,950**	**-49,479**	**0**	**-2,470,471**	**1.96%**

GRAND TOTAL	**78,673,658**	**0**	**78,673,658**	**16,929,670**	**56,662,288**	**5,081,700**	**93.54%**

BOE Capital Reserve Acct #43020000-10101	
MUNIS Balance as of 7/1/22	3,039,825
Contribution Towards NMHS Roof Replacement	-450,000
5 year Capital Withdraw 22/23	-980,030
Close and return of Security Grant Set-Asside	201,875
Wastewater Management Plan - SMS	-17,562
NMHS Woodshop	-233,980
Central Office to SNIS Move	-100,000
Fiscal Year End 21/22 Deposit	2,816,025
New Security Grant Set-Asside	-139,800
1/2 of NMHS Fire Insurance Claim Shortfall	-28,538
5 year Capital Withdraw 23/24	-984,078
Observatory Contribution	-12,500
Additional HVAC FUNDS	-150,000
Fiscal Year End 22/23 Deposit	1,568,696
Energy Systems Group 2023 & 2024 Payments	-895,443
5 year Capital Withdraw 24/25	-1,424,000
Fiscal Year End 23/24 Deposit	1,420,700
5 year Capital Withdraw 25/26	-2,586,000
Fiscal Year End 24/25 Deposit	1,218,617
5 year Capital Withdraw 26/27	-1,964,500
NMHS Roof Reimbursement Share	105,872
TOTAL AS OF 9/30/26	**405,178**

Turf Field Replacement Acct Contributions #43020000-10130	
FROM BOE 17/18 FYE BALANCE	50,000
FROM BOE 18/19 FYE BALANCE	50,000
FROM BOE TEAM FEE'S & BANNER SALES - 16/17, 17/18, 18/19	10,225
FROM TOWN DATED 6/4/20	50,000
FROM TOWN DATED 6/16/21	50,000
FROM BOE TEAM FEE'S & BANNER SALES - 19/20	3,765
FROM BOE TEAM FEE'S & BANNER SALES - 20/21	1,890
FROM BOE 20/21 FYE BALANCE	100,000
FROM TOWN DATED 6/9/22	50,000
CONTRIBUTION - FROM BOE 21/22 FYE BALANCE	50,000
FROM BOE TEAM FEE'S & BANNER SALES - 21/22 & 22/23	12,960
CONTRIBUTION - FROM BOE 22/23 FYE BALANCE	100,000
CONTRIBUTION - FROM TOWN 22/23 FYE BALANCE	100,000
FROM TOWN DATED 4/18/24	50,000
CONTRIBUTION - FROM BOE 23/24 FYE BALANCE	100,000
CONTRIBUTION - FROM TOWN 23/24 FYE BALANCE	100,000
CONTRIBUTION - FROM TOWN DATED 6/9/25	50,000
CONTRIBUTION - FROM BOE 24/25 FYE BALANCE	100,000
CONTRIBUTION - FROM TOWN DATED 6/30/26	50,000
TOTAL AS OF 9/30/26	**1,078,840**

WHEREAS, the equipment, supplies and/or services for which the following Purchase Orders have been issued and deemed necessary by the Superintendent of Schools, and the cost, thereof, are within the budget appropriations approved by the voters of the Town, NOW, BE IT RESOLVED, that the said purchase orders and all disbursements in connection, thereof, are hereby approved.

Funding	Location	Vendor Name	Description	Amount	Object
5 YEAR CAPITAL	FACILITIES	AMERICAN PETROLEUM EQUIPMENT	SMS UNDERGROUND STORAGE TANK REPLACEMENT	$ 158,397.28	57200
5 YEAR CAPITAL	FACILITIES	BSC COMPANIES	NMHS TENNIS COURT RECONSTRUCTION DESIGN & ENGINEERING	$ 77,500.00	57200
GENERAL	SPED	SPEECH PATHOLOGY GROUP	SPEECH AND LANGUAGE SERVICES AT HPS	$ 68,906.00	53200
5 YEAR CAPITAL	FACILITIES	DALENE HARDWOOD FLOORING	SMS GYM FLOOR REFINISHING	$ 63,604.00	57200
GENERAL	NMHS	ALL-STAR TRANSPORTATION	26/27 YEARLY - ANTICIPATED ATHLETIC TRANSPORTATION	$ 50,000.00	55100
GENERAL	DISTRICT	ESS NORTHEAST LLC	26/27 YEARLY - FOOD SERVICE SUBSTITUTES AS NEEDED	$ 50,000.00	51202
GENERAL	SPED	WOODHOUSE ACADEMY	26/27 YEARLY - TUITION (1 STUDENT)	$ 45,836.00	55630
5 YEAR CAPITAL	IT	DELL MARKETING	POWEREDGE R760XS (1 UNIT)	$ 21,611.09	57340
GENERAL	SPED	CREATIVE INTERVENTIONS LLC	26/27 YEARLY - CONSULTATION SERVICES FOR BCBA	$ 20,000.00	53230
5 YEAR CAPITAL	FACILITIES	JAED CORPORATION	HPS FACILITY CONDITION ASSESSMENT	$ 18,200.00	57400
5 YEAR CAPITAL	FACILITIES	STERLING ELEVATOR CONSULTANTS	SMS ELEVATOR CONSULTING SERVICES	$ 16,250.00	57200
5 YEAR CAPITAL	IT	OMNI DATA LLC	PANELS & CABLES WITH INSTALLATION	$ 13,657.89	57340
GENERAL	NMHS	VEX ROBOTICS	VEX ROBOTICS KITS (6 UNITS)	$ 12,217.27	56110
GRANT	***FACILITIES***	***DALENE HARDWOOD FLOORING***	***SNIS GYM FLOOR REFINISHING***	***$ 10,326.00***	***57200***
GENERAL	FACILITIES	FUSS & O'NEILL INC.	THREE YEAR INSPECTION AND ASBESTOS MANAGEMENT PLAN	$ 8,300.00	54301
GENERAL	FACILITIES	AIR TEMP MECHANICAL SERVICES	NMHS CHILLER MAINTENANCE & REPAIRS	$ 8,131.42	54301
GENERAL	SPED	LANGUAGE LINK CORPORATION	26/27 YEARLY - INTERPRETING SERVICES	$ 8,000.00	53230
5 YEAR CAPITAL	FACILITIES	DANBURY WINSUPPLY	PLUMBING SUPPLIES	$ 6,202.26	57300
GENERAL	NMHS	ARROW LINE/PETER PAN	TRANSPORTATION FOR BAND TRIP TO METLIFE STADIUM	$ 5,872.40	55101
5 YEAR CAPITAL	FACILITIES	O&G INDUSTRIES	CONSTRUCTION MATERIALS	$ 5,545.80	57200
GENERAL	SMS	THE GRAPHIC EDGE/GAME ONE	ATHLETIC UNIFORMS & EQUIPMENT (VARIOUS SPORTS)	$ 5,426.01	56100
GENERAL	DOI	LANGUAGE LINK CORPORATION	26/27 YEARLY - TRANSLATING SERVICES	$ 5,000.00	53210
				$ 678,983.42	

BOLD AND ITALIC FONT ABOVE INDICATES USE OF GRANT FUNDING.

Requesting Approval Across MOC

DETAIL				FROM (-)			TO (+)		
#	REASON		AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
				NONE AT THIS TIME					

Informational Within Major Object Code

DETAIL				FROM (-)			TO (+)		
#	REASON		AMOUNT	LOCATION	ORG	OBJECT	LOCATION	ORG	OBJECT
				NONE AT THIS TIME					

PROJECT MANUAL

TOWN OF NEW MILFORD
CONNECTICUT

ROOF REPLACEMENT & SIDING RESTORATION

NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CT 06776

STATE PROJECT #096-0037 RR
S/P+A PROJECT #26.090

VOLUME 1 OF 1

Town Officials

Building Inspector	Fire Marshal
_____	_____
Health Inspector	ADA/504 Coordinator
_____	_____

Construction Document Review Submission: September 10, 2026

Architects | Engineers | Interiors
Silver Petrucelli + Associates, Inc.
3190 Whitney Avenue, Hamden, CT 06518
311 State Street, New London, CT 06320

Town Officials

Building Inspector	Fire Marshal
Sanitation/Health Inspector	ADA/504 Coordinator

ROOF REPLACEMENT & SIDING RESTORATION

NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CT 06776
STATE PROJECT #096-0037 RR

S/P+A PROJECT #26.090

DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS — PAGES

	Invitation to Bid	1
	Instructions to Bidders (AIA A701)	8
	Supplementary Instructions to Bidders	6
	Bid Form	3
	Standard Form of Agreement between Owner and Contractor (AIA A101)	8
	Non-Discrimination Contract Language	2
	General Conditions of the Contract for Construction (AIA A201)	45
	Supplementary General Conditions	9
	Project Application and Project Certificate for Payment (AIA G702)	1
	Project Application Continuation Sheet (AIA G703)	1
	Prevailing Wage Rate Information	22
	2026-27 School Calendar	1
	Drawing List	1

DIVISION 01 – GENERAL REQUIREMENTS

Section 011000	Summary of Work	3
Section 012100	Allowances	3
Section 012200	Unit Prices	1
Section 012300	Alternates	2
Section 012500	Substitution Procedures	4
Section 012600	Contract Modification Procedures	3
Section 012900	Payment Procedures	4
Section 013100	Project Management and Coordination	6
Section 013200	Construction Progress Documentation	6
Section 013233	Photographic Documentation	2
Section 013300	Submittal Procedures	9
Section 014000	Quality Requirements	8
Section 014200	References	7
Section 015000	Temporary Facilities and Controls	4
Section 016000	Product Requirements	5
Section 017300	Execution	6
Section 017700	Closeout Procedures	4
Section 017823	Operation and Maintenance Data	6
Section 017839	Project Record Documents	3

DIVISION 02 – EXISTING CONDITIONS

Section 024119	Selective Demolition	6

DIVISION 04 – MASONRY

Section 042000	Unit Masonry	11

DIVISION 05 – METALS

Section 053100	Steel Decking	3

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 061000	Rough Carpentry	7
Section 061516	Wood Roof Decking	3
Section 061600	Sheathing	5

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 070150.19	Preparation for Reroofing	5
Section 072413	Polymer-Based Exterior Insulation and Finish System (EIFS)	8
Section 073113	Asphalt Shingles	5
Section 074113.16	Standing-Seam Metal Roof Panels	9
Section 074213.13	Formed Metal Wall Panels	8
Section 075216	Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing	10
Section 075323	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	9
Section 076200	Sheet Metal Flashing and Trim	10
Section 077100	Roof Specialties	7
Section 077129	Manufactured Roof Expansion Joints	4
Section 077200	Roof Accessories	6
Section 077253	Snow Guards	3
Section 078413	Penetration Firestopping	4
Section 079200	Joint Sealants	5

DIVISION 09 – FINISHES

Section 092216	Non-Structural Metal Framing	4
Section 099113	Exterior Painting	5

DIVISION 22 – PLUMBING

Section 220719	Plumbing Piping Insulation	15
Section 221423	Storm Drainage Piping Specialties	3

APPENDICES

	Limited Asbestos Exterior Roof Sampling	21

END OF TABLE OF CONTENTS

Legal Notice

Town of New Milford
Purchasing Authority
10 Main Street
New Milford, CT 06776
Tel (860) 355-6060

INVITATION TO BID

Notice is hereby given that sealed bids
by which the Town of New Milford will contract for the

Northville Elementary School Roof Replacement
State Project #096-0037 RR

will be received in the Purchasing Office until

____ AM/PM, ___day, ___, 202_

as determined by the Office's clock, when bids will be publicly opened and read aloud.

A mandatory pre-bid meeting between prospective bidders, Owner and the Architect will convene outside the school's Main Entrance, **22 Hipp Road, New Milford, __day, ____, 202_ at __:00 am/pm** when project details will be discussed. All prospective bidders are required to attend.

A bid bond for five percent (5%) of the base bid cost is required and must accompany each bid. Bids must be held firm for ninety (90) days beyond the bid opening date.

The successful bidder must file a one hundred percent (100%) Performance Bond, a one hundred percent (100%) Labor & Materials Bond and a Certificate of Insurance with the Purchasing Director within ten (10) days of notice of bid award.

Attention of bidders is directed to certain requirements of this contract which require payment of minimum wages and compliance with certain local, state, and federal requirements.

Plans and specifications can be obtained at
https://www.

Each bidder is responsible for checking the website to determine if any addenda have been issued In accordance with Connecticut General Statute Sections 4a-100 and 4b-91, a responsible bid must contain two (2) documents: The Contractor Prequalification Certificate and the Update (Bid) Statement. The classification ROOFING is required as a minimum.

This contract is subject to state spending allocation goals and contract compliance requirements.

New Milford Public Schools reserves the right to reject any and all bids, or any part thereof, to waive defects in same, or to accept any proposal, or part thereof, deemed to be in New Milford Public Schools' best interest.

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

THE OWNER:
(Name, legal status, address, and other information)

THE ARCHITECT:
(Name, legal status, address, and other information)

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents

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in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

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§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received

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within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

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ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

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.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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PART 1 - GENERAL

1.1 COMPLETION DATE

A. All work as required by these specifications and drawings shall be completed by the date stipulated in the Contractor's Bid Form. There is no exception to this contract requirement, unless approved otherwise by contract change order.

B. If the work for this project is not substantially completed by 11:59 pm by the dates stipulated in the Contractor's Bid Form for each of the bid components requiring durations or deadlines, liquidated damages of One Thousand Dollars ($500.00) per day or part thereof shall be due for each bid component to the Owner and subtracted from the unpaid contract amount or bond held by the Owner. "Substantial completion" is as defined in the General Conditions of the Contract for Construction, AIA Document A201 included in this project manual. "Substantial completion" is further defined as the date at which the local authorities with jurisdiction over this project grant a temporary or permanent certificate of occupancy (if required for occupancy) for each project area.

1.2 QUESTIONS/COORDINATION

A. Questions regarding this bid can be submitted via the Town's e-procurement portal.

1.3 RESPONSIBILITY FOR MEASUREMENT OF QUANTITIES

A. The Contractors shall have sole responsibility for the accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

1.4 DISCREPANCIES AND ADDENDA

A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should they be in doubt as to their meaning, they shall notify the Owner at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal, or binding. No change order requests will be authorized or considered because of the failure of the Contractor to include work called for in the Addenda in their bid.

1.5 MODIFICATIONS TO AIA DOCUMENT A701, Instructions to Bidders, 2018.

The following sections modify the provisions and procedures to the degree listed in the sections and articles listed in these supplementary instructions.

ARTICLE 3 **Make the following changes:**

3.1.1 **Delete** all but the first sentence and ", as indicated below," from the first sentence.

3.1.2 **Delete** in its entirety.

3.2.2 **Delete** all but the first sentence and **revise** "Architect at least seven days prior to the date for receipt of Bids" to read "date indicated in the Timeline of Part 2 – Introduction".

3.3.2.1 **Delete** all but the first sentence.

3.4.1 **Revise after the first sentence to read as follows:** "Addenda may be facsimile/electronically transmitted to all who are known to have received a complete set of bidding documents at the time of said facsimile/electronic transmission".

3.4.3 **Delete the phrase** "four days prior to the date for receipt of Bids" and insert "the date indicated in the Timeline of Part 2 – Introduction".

ARTICLE 4 **Make the following changes:**

4.2.1 **Revise to read as follows:** “Each Bid shall be accompanied by the bid security as indicated on the Invitation to Bid.”

4.2.4 **Revise last sentence to read as follows:** “However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may withdraw its Bid and request the return of its bid security after the length of time on the Invitation to Bid.”

4.3.1 **Add to the end the following:** “Paper copy”.

4.4.3 **Add to the end the following:** “Owner will return bid security to the Bidder.”

ARTICLE 5 **Add the following:**

5.3.3 Contractors who have paid liquidated damages or penalties to an Owner for failing to comply with the schedule of any project in the last five (5) years are disqualified from this project, subject to an appeal to the Owner’s Representative(s) where the Contractor demonstrates that 1) subsequent to the project which resulted in penalties the Contractor completed two (2) similar projects or demonstrably similar projects in a timely fashion; and 2) that the factors which lead to delays and penalties in the first instance no longer exist. Payment of liquidated damages or penalties may also be defined as "having been found by the Owner to be in non-compliance with the project schedule and negotiating a financial settlement for the project in which value was returned to the Owner, either via change orders or 'work-in-kind' or other recognized manner". The Contractor under consideration shall respond to this clause in the Contractor's Qualification Statement, A305 as provided in Section 6.1 of the Instructions to Bidders, A701.

ARTICLE 6 **Make the following changes:**

6.1 **Revise to read as follows:** “Refer to the Qualifications of Bidder of Part 3 – Instructions to Bidders.”

Add the following:

6.4 Work Phasing Schedule

Bidders to whom award of the Contractor is under consideration shall submit to the Architect within fifteen (15) days of the Contract date, a detailed work Phasing Schedule describing the bodies of work to be undertaken and areas of the project to be addressed in per week periods between the Award of the Contract and the Bidder's proposed date of Substantial Completion.

ARTICLE 7 **Add the following:**

7.3 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

7.4 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 7.5.1.

7.5 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

7.5.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 7.12 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and

7.5.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 7.5.1; and

7.5.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

7.6 When the Owner has satisfied the conditions of Paragraph 7.5.3, the Surety shall promptly and at the Surety's expense take one of the following actions:

7.6.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

7.6.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

7.6.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages (as described in Paragraph 7.8) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

7.6.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

7.7 If the Surety does not proceed as provided in Paragraph 7.6 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 7.6.4, and the Owner refuses the payment rendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7.8 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 7.6.1, 7.6.2, or 7.6.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction

Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

7.8.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.8.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 7.6; and

7.8.3 Late delivery penalties or if penalties are not specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7.9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

7.10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

7.11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two (2) years after Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

7.12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

7.13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

7.14 Definitions.

7.14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

7.14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

7.14.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

7.14.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

ARTICLE 8 Make the following changes:

Delete in its entirety.

Add the following Articles:

ARTICLE 9 MISCELLANEOUS REQUIREMENTS

9.1 Watchman
The employment of continuous watchman service to guard the property during any and all hours shall be at the discretion of the Contractor. However, the Contractor shall remove and restore all work or temporary structures damaged by fire, vandalism, or similar acts at no extra cost to the Owner.

9.2 Overtime
The Contractor must include within their base price all overtime, nights, holidays, and weekends as required to meet the Project Completion date.

9.3 Permits
The Contractor must obtain their own town and building permits at no additional charge to the Owner. Town of New Milford permits can be obtained from the Town of New Milford at NO cost to the Contractor, except for the State Education permit cost of $0.26/$1,000 value.

9.4 Supervision
The Contractor must provide full-time, properly qualified on-site supervision for the entire duration of the project, while workpersons are on site.

9.5 Department of Administrative Services (DAS)
In accordance with Connecticut General Statute Secs. 4a-100 and 4b-91, a responsible bid that exceeds $1,000,000 for this vertical building project must contain two (2) documents: **The Contractor Prequalification Certificate and the Update (Bid) Statement.** These two (2) documents must be submitted with the bid form. Contact the DAS Contractor Prequalification Unit at 860-713-5280 for more information. The classification ROOFING is required as a minimum.

9.6 Commission on Human Rights and Opportunities (CHRO)
The Contractor who is selected to perform this State project must comply with CT General Statutes 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive.

State law requires a minimum spending allocation goal of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (DAS) under the provisions of CT General Statute 4a-60g. **(Twenty-five percent (25%) of the total state-funded value with DAS-certified Small Businesses and six and one-quarter percent (6.25%) of the total state-funded value with DAS-certified Minority-, Women- and/or Disabled-Owned Businesses.)** The Contractor must demonstrate good faith effort to meet the spending allocation goals.

9.7 Health Emergency
The Contractor shall anticipate and incorporate in their Bids all potential costs related to a public health emergency such as the COVID-19/Coronavirus Pandemic, including rules, regulations, and recommendations issued by public authorities. The potential costs may include, but are not limited to, costs related to social distancing, manpower levels, project scheduling, construction coordination,

material/product supplies and delivery delays, material escalation costs, increased subcontractor/supplier costs, loss of productivity and inefficiency costs, extended general conditions costs, and any other potential costs.

ARTICLE 10 BIDDERS REPRESENTATION

Each bidder shall fully acquaint himself with conditions as they exist, so that he fully understands the complexities and restrictions attending the execution of the Work included in the Bid Documents. The failure to receive or examine any form, instrument, or document, or to visit the site to become acquainted with field conditions, shall in no way relieve the Bidder from any obligation with respect to the Bidder's proposal.

END OF SECTION

(To be submitted in duplicate)

BIDDER: _____
Name

_____
Address

To: **Purchasing Office**
Town of New Milford
10 Main Street
New Milford, CT 06776

Project: **Northville Elementary School Roof Replacement**
22 Hipp Road
New Milford, CT 06776
State Project #096-0037 RR

In preparing this bid, we have carefully examined the Bidding Documents for this Project. We have visited the site and noted the conditions affecting the Work.

The Bidding Documents referred to include Drawings and Project Manual dated April 6, 2026, prepared by Silver/Petrucelli + Associates, Inc., Hamden, Connecticut.

We propose to perform the work described in the Bidding Documents, in keeping with definitions of Article 1 of the Instructions to Bidders, for the Base Bid Sum as follows:

Base Bid:

Entire Project for the Total Cost of:

$ _____ Dollars ($ .00).
written figure

We will commence work on the project _____ calendar days after receipt of "Notice to Proceed" or signing of Contract, whichever is sooner. We will be able to substantially complete the project within _____ calendar days thereafter. (Also refer to SIB 1.1.B).

Allowances: (See Section 012100)

Allowance #1: Metal Deck Replacement (part of Base Bid) $ _____
Allowance #2: Wood Deck Replacement (part of Base Bid) $ _____
Allowance #3: Wood or Metal Soffit Framing Replacement (part of Base Bid) $ _____

Alternates:

The undersigned proposes to furnish all Labor, Materials, Equipment and Services necessary to construct the items listed in the Alternates described in Section 012300 for the stipulated sum of:

ADD ALTERNATE #1: SBS Modified Bituminous Membrane Roofing: Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated

under Add Alternate 1.

ADD ALTERNATE #2: Standing-Seam Metal Roofing: Add to the Base Bid a Total of:

$ _____ Dollars ($ .00).
written figure

The project schedule will be (increased/decreased) by _____ calendar days to complete the work indicated under Add Alternate 2.

Unit Prices:

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment, and related furnishings is as follows:

Item	Description	Unit Price
1.	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	$ sf
2.	Wood T&G roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	$ sf
3.	Wood or metal soffit framing, to match existing framing (including deteriorated framing removal, credit and add)	Wood $ bf Metal $ lf
4.	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	$ bf
5.	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	$ bf

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at the Address designated below, within ninety (90) days after the date of Bid Opening, or any time thereafter before this Bid is withdrawn, the undersigned will, within ten (10) days after the date of mailing, telegraphing, or delivering of the notice, execute and deliver a contract in the Standard Form of Agreement Between the Owner and Contractor, AIA Document A101, or similar contract modified as may be mutually agree upon.

The undersigned acknowledges that he has examined the documents, visited and examined the site as required under "Instructions to Bidders", examined the availability of labor and materials and further agrees to comply with all the requirements as to the conditions of employment and wage rates set forth by the Department of Labor.

Addenda:

The undersigned acknowledges receipt of the following addenda to the Contract Documents, listed by number and date:

Number , Dated: _____ Number , Dated: _____
Number , Dated: _____ Number , Dated: _____

Exceptions:_____
_____
_____
_____

<u>ATTACHMENTS</u> – Attached hereto is:

1. **Bid Bond**
2. **Contractor Prequalification Statement**
3. **Update Bid Statement**

NON-COLLUSIVE BID STATEMENT

The undersigned bidder certifies that this bid is made independently and without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of the bid shall not be disclosed to anyone other than employees, agents, or sureties prior to the official bid opening.

Signature: _____ Date: _____

Printed Name and Title
of Agent submitting bid: _____

Name of Company: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____

This Bid may be withdrawn prior to the scheduled Bid Opening or any postponement thereof.

Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

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[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	CONTRACTOR *(Signature)*
(Printed name and title)	*(Printed name and title)*

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NON-DISCRIMINATION CONTRACT LANGUAGE

Pursuant to Connecticut General Statutes Section 4a-60 and except as provided in section 10a-151i of the General Statutes, every contract to which a state agency or political subdivision of the state, including a municipality or quasi-public agency, is a party to shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

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Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4

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User Notes:

Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
1.1.4, **6**

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User Notes:

Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

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User Notes:

Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

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User Notes:

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

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User Notes:

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

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Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4,

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User Notes:

15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10

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User Notes:

Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3

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User Notes:

Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2

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User Notes:

Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

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Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model,

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and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of

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facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be

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of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

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§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such

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services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract,

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shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The

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Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the

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Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later

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than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint

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checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is

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sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage,

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the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the

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damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor

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to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
.2 Accept assignment of subcontracts pursuant to Section 5.4; and
.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
.1 cease operations as directed by the Owner in the notice;
.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not

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more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition

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precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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User Notes:

GENERAL CONDITIONS

The Work of this Contract shall be subject to the American Institute of Architects Document A201, "General Conditions of the Contract for Construction", herein referred to as the General Conditions.

SUPPLEMENTARY CONDITIONS

The supplementary Conditions contain changes and additions to the General Conditions. Where any part of the General Conditions is modified or voided by the Supplementary Conditions, the remaining unaltered provisions shall remain in effect.

ARTICLE 1 **Make the following changes**:

1.2.3 **Add the following:** When applied to materials and equipment required for the Work, the words "furnish", "install" and "provide" shall mean the following:

.1 The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit and ready for their intended use.
.2 The word "furnish" shall mean to secure, pay for, deliver to site, unload, and uncrate materials and equipment.
.3 The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit and ready for use and perform all services except those included under the term "furnish".
.4 The phrase "furnish and install" shall be equivalent to the word "provide". Each shall be interpreted to mean "the Contractor shall furnish all labor, material and equipment and install....".
.5 “As required" shall mean as required to produce a fully completed project or result to the satisfaction of the Architect.
.6 Where discrepancies or conflicts occur:

.1 Amendments and Addenda shall take precedence over the Specifications.
.2 The Specifications shall take precedence over the Drawings.
.3 Stated dimensions shall take precedence over scaled dimensions.
.4 Large-scale detail drawings shall take precedence over small-scale drawings.
.5 Schedules shall take precedence over other data on the Drawings.

.7 In case of a difference between Drawings or Specifications or within either document itself in describing the Work, the better quality, greater quantity, or costlier work will be assumed to be and shall be included in the Contract price. The Contractor shall not proceed with such work until the Architect has been contacted for clarification and proper direction.
.8 Instructions or specifications of a particular manufacturer as referred to herein shall be binding as a part of this Specification. Obtain such written instructions and maintain on the job with the Specification.
.9 Schedules of materials in various sections of the Specifications are furnished to assist the Contractor. Contractor shall verify the schedules with the Drawings and shall provide any additional materials indicated on the Drawings but not included in the schedules. The greater quantity or highest quality will govern.

Add the following:

1.2.4 All work shown or referred to in the Contract Documents shall be included in the Contract excepting those items which are specifically noted as being "provided under another contract" or "provided by the Owner", or "not in contract (NIC)".

1.2.5 Parties to the Contract shall not take advantage of obvious error or apparent discrepancy in Contract Documents. Notice of discovered error or discrepancy shall immediately be given in writing to the Architect to make such corrections and interpretations as he may deem necessary for completion of the work in a satisfactory and acceptable manner.

ARTICLE 2 **Make the following changes:**

2.3.6 **Revise to read as follows:** “Contractor shall be furnished up to three (3) sets of Contract Drawings and Specifications, and two (2) copies of each drawing which is issued after the date of the Contract. The Contractor shall pay costs of reproduction for any additional copies of Drawings or Specifications he requires.”

ARTICLE 3 **Make the following changes:**

Add the following:

3.4.4 Should the Contractor wish to substitute another product or method for products or methods specified or shown in the Contract Documents, whether specified or shown in Contract Documents, whether or not such phrases as "equal to" or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. The Architect's decision shall be final. Contractor is responsible for space requirements of substitutions, he shall execute necessary changes in adjacent and relocated situations, he shall execute necessary changes in adjacent and relocated work which are due to such substitutions, without additional cost and he shall be responsible for delays required for evaluation of proposed substitutions.

3.5.3 Project Warranty: Unless otherwise specified, Contractor shall warrant (guaranty) all work against defects resulting from the use of material, workmanship or equipment which is inferior, defective, or not in accordance with the terms of the Contract. This warranty, unless stated otherwise in a given section of the Specifications, shall be for a period of one (1) year from the date of issuance of the Certificate of Substantial Completion for the Project.

3.5.4 Specified Product Warranty: Issued by a manufacturer or fabricator for compliance with requirements of the Contract Documents. Refer to sections of Specifications for requirements of specified warranties.

3.5.5 Coincidental Product Warranty: Available on a product incorporated into the work, by virtue of manufacturer's publication of warranty without regard for application requirement, a non-specified warranty. Contractor shall identify such warranties as they apply.

3.5.6 Warranty Obligations

.1 Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during warranty as it does not comply with or fulfill terms of warranty.

.2 Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.

.3 Cost of restoration or removal-and-replacement is Contractor's obligation, without regard to whether Owner has already benefited from use of failing work.

.4 Except as otherwise indicated or required by governing regulations, warranties do not cover consequential damage to property other than the Work of the Contract.

.5 Upon restoration or removal-and-replacement of warranted work which has failed, Contractor shall reinstate the warranty by issuing newly executed form, for at least the

remaining period of time of the original warranty, but for not less than half of the original warranty period.

.6 Warranties and warranty periods shall not diminish implied warranties, and shall not deprive Owner of actions, rights, and remedies otherwise available if the Contractor fails to fulfill the requirements of the Contract Documents.

.7 Owner reserves the right to reject coincidental product warranties which conflict with or are less than the requirements of the Contract Documents.

3.5.7 Contractor shall furnish fully executed warranties to Owner in accordance with the General Conditions and Section 017700.

3.6 **Add the following:** No amount shall be included in the bid for State Sales Tax or for Federal Excise Tax on materials or supplies purchased for this project. The Owner will supply tax exempt number.

3.7.1 **Add the following:** The Contractor shall pay costs charged by utility companies for service connections, inspections and tests, and related utility company fees normally assessed as part of the construction process.

Add the following:

3.18.3 Refer to the Indemnification, Acknowledgement & Agreement of Part 7 – Vendor Questionnaire.

ARTICLE 4 **Make the following changes:**

4.2.13 Add to the first sentence, after "...relating to aesthetic effect..."

"and except for claims which have been waived by making or acceptance of final payment as provided by Subparagraphs 9.10.3 and 9.10.4,"

Add the following:

4.3 The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in arbitration proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

ARTICLE 6 **Add the following:**

6.3.1 In a dispute between the Owner and the Contractor concerning rubbish and orderliness on the site, the Owner may have the rubbish removed and charge the cost to the Contractor. Upon written notification from the Architect that the project requires cleaning, the Contractor shall within 24 hours remove all rubbish and hazards from the project and shall arrange his material and equipment in an orderly manner on the site. If this cleaning is not completed within 24 hours, the Owner may engage labor to clean up the projects to his satisfaction and deduct the costs from any monies due the Contractor.

ARTICLE 7 **Add the following:**

7.2.2 The Contractor's proposal for changes in the Work shall be itemized completely and in detail and shall include material costs and quantities, labor wages, time, insurance, pensions and equipment rental other than small tools, and the number of additional calendar days, if any, which are required to complete the Work.

Where unit prices have been established, the proposal shall state the quantity involved and the applicable unit price.

7.5 ALLOWANCE FOR OVERHEAD AND PROFIT

7.5.1 The allowance for overhead and profit is compensation for administration, superintendence, materials for temporary structures, additional premiums on bonds and the use of small tools.

7.5.2 For additions, deletions or other changes in the Work ordered under method 7.3.3.3, the Contractor may apply an allowance of up to fifteen percent (15%) for profit and overhead to the net cost of the work actually performed by him.

7.5.3 Work to be performed by a subcontractor may include an allowance for the subcontractor's overhead and profit not to exceed ten percent (10%) of the net cost. The Contractor is permitted up to a **five percent (5%)** allowance to be applied against the net cost to a subcontractor. In no case shall the total allowance exceed fifteen percent (15%) of the net cost of work performed by the subcontractor.

7.5.4 The Contractor's allowance of up to ten percent (10%) on changes involving more than one (1) subcontractor shall be applied only to the combined net of cost additions and deductions of all subcontractors.

7.5.5 There shall be no allowance for overhead and profit for the Contractor or any subcontractor on changes resulting in a net deduction.

7.5.6 The provisions of this Article shall apply only to subcontractors as defined in Article 5. Allowance for overhead and profit will be accepted only for those who are direct subcontractors.

ARTICLE 8 **Add the following:**

8.3.4 No extension of time will be allowed for adverse weather conditions unless the number of days of inclement weather is substantially greater or conditions substantially more severe than the average for the calendar period as recorded by a recognized weather observation agency.

ARTICLE 9 **Make the following changes:**

9.3.1 **Revise** “ten days” to read “fifteen (15) days”.

Add the following:

9.3.1.3 During progress of the Work, the Owner will pay Contractor ninety-five percent (95%) of the total amount of each monthly payment due. The remaining five percent (5%) will be retained by the Owner until the Project is substantially completed. There will be no further reduction considered until final acceptance of the Project in accordance with the Contract Documents.

9.3.2 **Add the following:** If the Contractor does not submit evidence of payment to vendor for material and equipment stored, the Architect will recommend deduction of the amount previously allowed for the items stored from the current or subsequent Application for Payment.

Add the following:

9.3.2.1 Contractor may include in Application for Payment the delivered cost of equipment and non-perishable materials delivered and stored at the site but not incorporated in the work, under the following conditions:

.1 Items to be protected from fire, theft, vandalism, weather and other damage.
.2 Storage procedures and areas to be approved.
.3 Items to be available at all times for inspection by the Owner and Architect.

9.3.4 Contractor shall furnish with Application for Payment an invoice establishing value of material and equipment stored at the site along with a statement of amount to be paid the vendor.

.1 Such stored items are subject to inspection by Architect before payment is recommended.
.2 Contractor shall furnish Owner with Certificate of Insurance in accordance with Contract Documents for the full value of the items stored at the site.

9.6.2.1 Contractor shall furnish Architect with satisfactory evidence of payment to vendors supplying material and equipment for approved storage. This shall be done within thirty (30) days after the date of progress payment. Satisfactory evidence of payment shall be one (1) of the following:

.1 Contractor's canceled check in correct amount with identification of invoices paid.
.2 A letter or telegram from vendor with authorized signature stating amounts and invoices paid.
.3 A receipted invoice.

9.6.7.1 Payment for material and equipment delivered and stored shall not relieve Contractor of responsibility for furnishing equipment and material required for the work in the same manner as if such payment were not made.

9.10.6 A prerequisite to final payment shall be that the Contractor furnish proof that he has completed all specification requirements covering the following item as applicable:

Warranties.

ARTICLE 10 **Add the following:**

10.3.4.1 The Contractor shall not bring hazardous materials onto the site nor use in the Work without compliance with the following conditions.
.2 The Contractor shall be solely responsible for the handling, storage, and use of explosive or other hazardous materials when their use is permitted. For such use, the Contractor shall obtain necessary permits from regulating agencies and submit copies of permits to the Architect for review before proceeding with use.
.3 Contractor shall obtain insurance for use of hazardous material and furnish certificates of insurance in keeping with Conditions of the Contract.

ARTICLE 11 **Make the following changes:**

11.1.1 **Revise** “authorized to do business in the jurisdiction in which the Project is located” to read “licensed to do business in Connecticut”.

11.1.2 **Revise** “authorized to do business in the jurisdiction in which the Project is located” to read

"licensed to do business in Connecticut".

11.2.2 **Revise** "prior to commencement of the Work" to read "within ten (10) days of Notice of Award".

11.3.2 **Delete** in its entirety.

11.4 **Delete** in its entirety.

11.5 **Delete** in its entirety.

Add the following:

11.6 MISCELLANEOUS INSURANCE REQUIREMENTS

11.6.1 The Contractor shall not begin work until he has obtained all insurance as required, nor shall any subcontractor be permitted to commence work until he has obtained all insurance as required under the same provisions. Insurance shall be maintained throughout the life of the Contract.

11.6.2 It shall be the responsibility of the Contractor to obtain Certificates of Insurance from each subcontractor and to make certain that all coverage is maintained throughout the life of the Contract.

11.6.3 The Contractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.

11.6.4 Each subcontractor, before commencing work, shall supply Owner with Certificates of Insurance evidencing compliance with the insurance requirements. Each certificate shall state that the insurance evidenced by such certificate will not be canceled or reduced without thirty (30) days prior written notice to the Owner.

11.6.5 The Contractor shall maintain a file of Certificates of Insurance received from each subcontractor and provide Owner with copy of each certificate.

11.6.6 The Contractor shall furnish to the Owner copies of any endorsements subsequently issued amending coverage or limits.

11.6.7 Insurance shall be provided as required in the Insurance Requirements document. Furthermore, the Certificate must name Silver/Petrucelli + Associates, Inc. as Additional Insureds. The coverage must be on a primary, noncontributory basis.

ARTICLE 15 **Make the following changes:**

15.3.2 **Revise to read as follows:** In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in w\question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question

would be barred by the applicable statute of limitations. The provisions of Article 15 notwithstanding, the Contractor expressly agrees to joinder in mediation proceedings between Owner/Architect upon specific written request of the Owner. This agreement shall be valid with the Architect's acceptance of an equal provision in their respective contracts.

END OF SECTION

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:** GENERIC	**APPLICATION NO:** 001	**Distribution to:**
			OWNER : [ ]
		PERIOD TO: January 1, 2026	ARCHITECT : [ ]
		CONTRACT FOR:	CONTRACTOR : [ ]
FROM	**VIA**	**CONTRACT DATE:** 01-06-2026	FIELD : [ ]
CONTRACTOR:	**ARCHITECT:**	**PROJECT NOS:** / /	OTHER : [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINALCONTRACT SUM..... 0.00

2. NET CHANGE BY CHANGE ORDERS..... 0.00

3. CONTRACT SUM TO DATE(Line 1 ± 2)..... 0.00

4. TOTAL COMPLETED & STORED TO DATE(Column G on G703)..... 0.00

5. RETAINAGE:

a. 0.00% of Completed Work
(Column D + E on G703: 0.00)= 0.00

b. 0.00% of Stored Material
(Column F on G703: 0.00)= 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... 0.00

6. TOTAL EARNED LESS RETAINAGE..... 0.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order		0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:	
APPLICATION DATE:	01-01-2026
PERIOD TO:	January 1, 2026
ARCHITECT'S PROJECT NO:	

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**	**0.00**	**0.00**

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CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I,_____of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and sworn to before me this _____ day of _____,_____.

_____
Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)

CURRENT PREVAILING WAGE RATES

FORM SCG-6000

IN COMPLIANCE WITH SECTION 31-53 OF THE CONNECTICUT GENERAL STATUTES (C.G.S.)

SHALL BE INSERTED

PRIOR TO RELEASE OF DOCUMENTS For BID or PROCUREMENT

ANNUAL ADJUSTMENT OF WAGE RATES

WILL BE AS REQUIRED

PER C.G.S. SECTION 31-55a

If you have questions regarding wages and workplace standards refer to the Department of Labor website: http://www.ctdol.state.ct.us or call 860-263-6000

N: Website migration\FORM SCG-6000\Prevailing Wage Rate holder page.DAS.doc
Rev. 04/24/2017 KD

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

⇨ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Dredging (Heavy)

a. Paid Holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.

b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

STATUTE 31-55a

- SPECIAL NOTICE –

To All State and Political Subdivisions,Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the ***contractor's*** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

Information Bulletin
Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine *"job classification"* on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- ***ASBESTOS WORKERS***

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- ***ASBESTOS INSULATOR***

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- ***BOILERMAKERS***

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- ***BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS***

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- ***CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS***

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

• The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

• If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

• An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- ***ELECTRICIANS***

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- ***ELEVATOR CONSTRUCTORS***

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.***

- ***FORK LIFT OPERATOR***

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- ***GLAZIERS***

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- ***IRONWORKERS***

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- ***INSULATOR***

• Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- ***LABORERS***

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- ***PAINTERS***

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- ***LEAD PAINT REMOVAL***

• Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

• Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- ***PLUMBERS AND PIPEFITTERS***

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- ***POWER EQUIPMENT OPERATORS***

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- ***ROOFERS***

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- ***SHEETMETAL WORKERS***

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- ***SPRINKLER FITTERS***

Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.***

- ***TILE MARBLE AND TERRAZZO FINISHERS***

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***License required, drivers only, per Connecticut General Statutes.***

For example:

• Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
• Hauling material off site is not covered provided they are not dumping it at a location outlined above.
• Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➢ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized

trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher train course student completion cards, and made technical changes, effective July 1, 2011.

Opportunity ★ Guidance ★ Support

CONNECTICUT DEPARTMENT OF LABOR

THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages
CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least $100,000)

(1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);

(2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;

(3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least $100,000;

(4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;

(5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNIG THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders -** operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9) -** operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

NOTICE

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

Inquiries can be directed to 860.263.6790.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

Contracting Agency Certification Form

I,_____, acting in my official capacity as _____,
Authorized Representative Title

for _____, located at _____,
Contracting Agency Address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
Project name and number Address

shall be $_____, which includes all work, regardless of whether such project contains of one or more contracts.

Contractor Information

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

_____ _____
Signature Date

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Rev. 4/22

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:
EXPIRATION DATE:

PAYROLL NUMBER | Week-Ending Date | PROJECT NAME & ADDRESS

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION / Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	Total ST Hours / Total O/T Hours	BASE HOURLY RATE / TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY																
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							

12/9/2013 *IF REQUIRED
WWS-CP1

*SEE REVERSE SIDE

PAGE NUMBER _____OF

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability_____

2) Pension or retirement _____ 5) Vacation, holiday_____

3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

_____	_____	_____
(Signature)	(Title)	Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

_____	_____	_____
(Signature)	(Title)	Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT*****

*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE S	M	T	W	TH	F	S	Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER	GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				HOURS WORKED EACH DAY																
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							
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												$ Cash Fringe	4. $ 5. $ 6. $							
												$ Base Rate	1. $ 2. $ 3. $							
												$ Cash Fringe	4. $ 5. $ 6. $							

*IF REQUIRED

12/9/2013
WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER _____OF

NEW MILFORD PUBLIC SCHOOLS

2026-2027 Calendar

	First days for teachers
	First day for students
	Last day for teachers & students
	Schools closed

	Short session
	Short session for students only
	K-5 Parent Teacher Conferences
	Potential Blackout Day

NMBOE Approved: 01/21/2026

September 2026 — 18 student days/20 staff days

S	M	T	W	T	F	S		
		1	2	3	4	5	9/1, 9/2	1st days for teachers
6	7	8	9	10	11	12	9/3	1st day for students / Short session for students/Teacher PD
13	14	15	16	17	18	19	9/4	Short session for students/Teacher PD
20	21	22	23	24	25	26	9/7	Labor Day - Schools closed
27	28	29	30				9/21	Yom Kippur - Schools closed

October 2026 — 22 student days/22 staff days

S	M	T	W	T	F	S		
				1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17	10/12	Short session for students/Teacher PD
18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

November 2026 — 16 student days/16 staff days

S	M	T	W	T	F	S		
1	2	3	4	5	6	7	11/2, 11/4	K-5 Conferences (K-5 Short session)
8	9	10	11	12	13	14	11/3	Election Day - Schools closed
15	16	17	18	19	20	21	11/5 ,11/6	NJEA Convention - Schools closed
22	23	24	25	26	27	28	11/25	Short session for students & staff
29	30						11/26,11/27	Thanksgiving Recess

December 2026 — 17 student days/17 staff days

S	M	T	W	T	F	S		
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26	12/23	Short session for students & staff
27	28	29	30	31			12/24-12/31	Winter Break - Schools closed

January 2027 — 19 student days/19 staff days

S	M	T	W	T	F	S		
					1	2	1/1	New Years Day - Schools closed
3	4	5	6	7	8	9		
10	11	12	13	14	15	16	1/15	Short Session for students/Teacher PD
17	18	19	20	21	22	23	1/18	MLK Jr., Day - Schools closed
24	25	26	27	28	29	30		
31								

February 2027 — 19 student days/19 staff days

S	M	T	W	T	F	S		
	1	2	3	4	5	6		
7	8	9	10	11	12	13	2/12	Short session for students & staff
14	15	16	17	18	19	20	2/15	Presidents Day - Schools closed
21	22	23	24	25	26	27		
28								

March 2027 — 21 student days/22 staff days

S	M	T	W	T	F	S		
	1	2	3	4	5	6		
7	8	9	10	11	12	13	3/9	Eid Al Fitr - Schools closed/Teacher PD
14	15	16	17	18	19	20		
21	22	23	24	25	26	27	3/26	Good Friday - Schools closed
28	29	30	31					

April 2027 — 17 student days/17 staff days

S	M	T	W	T	F	S		
				1	2	3		
4	5	6	7	8	9	10		
11	12	13	14	15	16	17	4/12-4/16	Spring Break Schools closed
18	19	20	21	22	23	24		
25	26	27	28	29	30			

May 2027 — 20 student days/20 staff days

S	M	T	W	T	F	S		
						1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15	5/10	Short session for students/Teacher PD
16	17	18	19	20	21	22		
23	24	25	26	27	28	29	5/28	Potential Blackout Day
30	31						5/31	Memorial Day - Schools closed

June 2027 — 14 student days/ 14 staff days

S	M	T	W	T	F	S		
		1	2	3	4	5	6/1	Potential Blackout Day
6	7	8	9	10	11	12	6/8	Schools closed for Primary Elections
13	14	15	16	17	18	19	6/16	Short session for students/DEO Promotion
20	21	22	23	24	25	26	6/17	Short session for students/ HS Graduation
27	28	29	30				6/18	Short session for students/Teacher PD
							6/21	Short session for students & staff / Last Day / Potential Blackout Day

Total Student Days = 183 ***Total Staff Days = 186***

The calendar has three (3) emergency closing days built in. Please note: If the district exceeds 3 days, additional days will be made up during Spring Break counting forward with April 12, 2027. Any unused emergency days, NMBOE reserves the right to close the district on 'Blackout Days' and adjust the calendar when necessary. Notification of any such instances will be communicated.

ROOF REPLACEMENT & SIDING RESTORATION

NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CT 06776
STATE PROJECT #096-0037 RR

S/P+A PROJECT #26.090

Drawing Number	Drawing Name
	COVER SHEET
A1	GENERAL INFORMATION, CODE, AND DRAWINGS LIST
A2	OVERALL ROOF DEMOLITION PLAN BASE & ALTERNATE BID
A3	OVERALL ROOF PLAN BASE BID
A4	TYPICAL ROOF DETAILS BASE BID
A5	SECTION DETAILS BASE BID
A6	SECTION DETAILS BASE BID
A7	SECTION DETAILS BASE BID
A8	SECTION DETAILS BASE BID
A9	SECTION DETAILS BASE BID
A10	SECTION DETAILS BASE BID
A11	ALTERNATE OVERALL ROOF PLAN ALTERNATE BID
A12	ALTERNATE TYPICAL ROOF DETAILS ALTERNATE BID
A13	ALTERNATE SECTION DETAILS ALTERNATE BID
A14	ALTERNATE SECTION DETAILS ALTERNATE BID
A15	ALTERNATE SECTION DETAILS ALTERNATE BID
A16	ALTERNATE SECTION DETAILS ALTERNATE BID
A17	ALTERNATE SECTION DETAILS ALTERNATE BID
A18	ALTERNATE SECTION DETAILS ALTERNATE BID
A20	METAL PROFILE SECTION DETAILS BASE & ALTERNATE BID
A30	EXTERIOR ELEVATIONS BASE BID
A31	ALTERNATE EXTERIOR ELEVATIONS ALTERNATE BID

END OF DRAWING LIST

SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

A. The Work of the Project is defined by the Contract Documents and consists of the removal and replacement of a roof and partial facade restoration at an existing building.

B. The Work includes, but is not limited to, the following:

1. Removal of existing membrane and built-up roofing systems, insulation, cant strips and tapered edges, and metal flashings.
2. Removal and replacement of existing asphalt shingles at pitched roofs.
3. Removal and replacement of existing masonry veneer where necessary to accommodate flashing.
4. Removal and replacement of existing metal batten wall panels.
5. Removal and replacement of existing EIFS soffits at entrances.
6. Removal and replacement of existing roof accessories.
7. Removal and replacement of deteriorated roof decking and wood blocking.
8. Removal and replacement of existing roof drains and related piping and insulation.
9. Removal, storage and reinstallation of existing roof appurtenances as described in Drawings.
10. Provision and installation of EPDM membranes, underlayment, and flat and tapered insulations.
11. Provision and installation of new flashings, caps, fasciae, and other trim metal work as detailed and specified, including new gutters, downspouts, and scuppers.
12. Offsite disposal of all removed materials.

1.3 CONTRACTOR USE OF PREMISES

A. Limits on Use of Site: Limit use of the premises to construction activities in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

B. Confine operations to as small work areas and accessways as possible. As much as possible and without damage to the finishes, doors, and related building systems, access the project area via the service doors designated by Owner.

C. Keep driveways and entrances serving the premises clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

D. Maintain existing egress patterns, exit doors, and means of egress during construction, which will include the provision of temporary walkways, sidewalks, or other means necessary to provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.

E. Maintain existing site sidewalks and accessible ramp during construction, which will include the provision of temporary walkways or sidewalks.

F. Use of the Existing Building: Maintain the existing building in a 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.

1. Contractor is responsible to secure project area/site from intrusions during unoccupied (after hours) period of time. Any temporary doors and /or window coverings that may be necessary to complete repairs are the Contractors responsibility to furnish and install as part of the project scope.

1.4 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner's administrative and maintenance staff will occupy the site and existing building during the entire construction period, with the possibility of children on site during the school year. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations. Pre-schedule construction operations with the Owner for areas that must be evacuated for extended periods, giving the Owner the opportunity to relocate administrative or educational operations to non-affected areas.

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 Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.5 SPECIAL REQUIREMENTS

A. The Contractor shall ensure that all work performed is done so in a safe manner and that all his/her employees shall adhere to all applicable safety procedures and practices at all times. There may be children and staff in the vicinity of the work area during normal working hours. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.

B. Meaningful Instruction: Meaningful instruction (as determined by the Owner) must be facilitated and possible within the building at all times. This requirement may limit the Contractor's demolition and construction operations as the distraction represented by hammering, material movement, etc. may disrupt classes. No down time or mobilization charges will be permitted should the meaningful instruction requirement suspend the Contractor's operations for any length of time.

C. Testing: During the school year, Smarter Balanced Assessment Consortium may be administered to portions of the student population, which requires absolute concentration on the part of the students. The Owner may prohibit operations during the administration of these assessments. Cooperate with the Owner to determine the schedule, locations of the testing and where operations may proceed with disrupting classroom or roofing operations.

D. Under no circumstances shall the buildings' occupants be subjected to excessive construction noise or vibrations, nor shall they be subject to fumes, odors, or other deleterious effects of the operation. Should material delivery, demolition or construction operations, inclement weather, or related schedule conditions produce this situation (as determined by the Owner), the Contractor

shall be required to suspend operations that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.

E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances inside the building or on the grounds is not permitted. Strict adherence to the regulations will be enforced for the entire duration of the construction.

F. There will be absolutely **no** fraternizing with the students by construction personnel. Anyone caught doing so will be required to leave the jobsite and will not be permitted to return. Such dismissal shall not give the contractor grounds for default on any other contract requirements, including the construction schedule.

G. Site Security – Identification Badges

1. The Contractor shall provide a list of all contact persons. The list shall include each trade, name of Contractor, contact person(s), phone numbers, fax numbers, Federal Employer Identification Number (FEIN), social security number if FEIN is not available, and Connecticut Tax Registration number.
2. Prior to the start of work all Contractor and Sub-Contractor personnel assigned to perform work shall be required to fill out and submit to a background check at a cost provided by the Contractor. All information shall be submitted to the Town of New Milford. Information for background check includes the following:

    a. Identity Verification
    b. Criminal Background
    c. Additional checks as deemed warranted.

3. Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

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 administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Quantity allowances.
2. Lump-sum allowances.

C. Related Sections:

1. Section 012200 "Unit Prices" for procedures for using unit prices.
2. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 QUANTITY/LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.

B. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.7 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. **Allowance #1: Metal Roof Deck Replacement:** Include in the Base Bid an allowance to replace 4,350 square feet of metal decking that may be deteriorated under the existing roofs. Should metal decking be encountered that at the Architect's direction requires removal, the Contractor shall do so, deducting the amount of the affected installation(s) from the allowance amount. Removal and replacement, to match existing, shall include all fasteners, accessories, removal, and disposal (including all manpower, tools, and materials). Refer to Section 053100 “Steel Decking” for additional information.

B. **Allowance #2: Wood Roof Deck Replacement:** Include in the Base Bid an allowance to replace 350 square feet of wood tongue-and-groove decking that may be deteriorated under the existing roofs. Should wood decking be encountered that at the Architect's direction requires removal, the Contractor shall do so, deducting the amount of the affected installation(s) from the allowance amount. Removal and replacement, to match existing, shall include all fasteners, accessories, removal, and disposal (including all manpower, tools, and materials). Refer to Section 061516 “Wood Roof Decking” for additional information.

C. **Allowance #3: Wood or Metal Soffit Framing Replacement:** Include in the Base Bid an allowance of $5,000 to replace wood or metal soffit framing that may be deteriorated in the existing soffits. Should framing be encountered that at the Architect's direction requires removal, the Contractor shall do so, deducting the amount of the affected installation(s) from the allowance amount. Removal and replacement, to match existing, shall include all fasteners, accessories, removal, and disposal (including all manpower, tools, and materials). Refer to Sections 061000 “Rough Carpentry” and 092216 “Non-Structural Metal Framing” for additional information.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

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 administrative and procedural requirements for unit prices.

B. Related Sections:

1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. A list of unit prices is included in the Bid Form.

END OF SECTION 012200

SECTION 012300 - ALTERNATES

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 administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract. No extensions of time shall be granted for accepted alternates.

D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. **ADD ALTERNATE #1: SBS Modified Bituminous Membrane Roofing:** Add to the Base Bid the labor, material and equipment to provide and install new 2-ply modified bituminous roofing system and cover board in lieu of EPDM membrane system at all low-slope roofs. All other work including allowances and unit prices to remain the same. Refer to Section 075216 “Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing” for additional information.

B. **ADD ALTERNATE #2: Standing Seam Metal Roofing:** Add to the Base Bid the labor, material and equipment to provide and install new standing seam metal roofing system in lieu of asphalt shingle at all steep-slope roofs. Work for this alternate will also include snow guard procurement and installation. All other work including allowances and unit prices to remain the same. Refer to Sections 074113.16 “Standing-Seam Metal Roof Panels” and 077253 “Snow Guards” for additional information.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

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 administrative and procedural requirements for substitutions.

B. Related Sections:

1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
2. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

A. Substitution Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use **CSI Form 1.5C**, **13.1A**, or comparable form.
2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. Certificates and qualification data, where applicable or requested.
g. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Procurement Substitution Request: Submit to Architect seven (7) days prior to date of bid opening.

B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Substitution request is fully documented and properly submitted.
   c. Requested substitution will not adversely affect Contractor's construction schedule.
   d. Requested substitution has received necessary approvals of authorities having jurisdiction.
   e. Requested substitution is compatible with other portions of the Work.
   f. Requested substitution has been coordinated with other portions of the Work.
   g. Requested substitution provides specified warranty.
   h. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor's construction schedule.
   f. Requested substitution has received necessary approvals of authorities having jurisdiction.
   g. Requested substitution is compatible with other portions of the Work.
   h. Requested substitution has been coordinated with other portions of the Work.
   i. Requested substitution provides specified warranty.
   j. If requested substitution involves more than one (1) contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

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 administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections:

1. Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to the Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit Price Adjustment: Refer to Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

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. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
2. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
3. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
4. Section 013300 "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Architect at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one (1) line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.
b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent (5%) of Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

    1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 or comparable form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

    1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
    2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
    3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
5. Include updated and approved Contractor's construction schedule, potential Change Order Log and Product Submittal Log.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

    a. Materials previously stored and included in previous Applications for Payment.
    b. Work completed for this Application utilizing previously stored materials.
    c. Additional materials stored with this Application.
    d. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One (1) copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.

10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of pre-construction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing one hundred percent (100%) completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

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 administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Administrative and supervisory personnel.
3. Requests for Information (RFIs).
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Sections:

1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one (1) part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate Contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 KEY PERSONNEL

A. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. RFI subject.

8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: AIA Document G716 or comparable form.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for coordination information already indicated in the Contract Documents.
    d. Requests for adjustments in the Contract Time or the Contract Sum.
    e. Requests for interpretation of Architect's actions on submittals.
    f. Incomplete RFIs or inaccurately prepared RFIs.

2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.

E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.

F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: General Contractor or Construction Manager is responsible for recording significant discussions and agreements achieved. General Contractor or Construction Manager is also responsible for distributing the meeting minutes to everyone concerned including Owner and Architect, within three (3) days of the meeting.

B. Pre-construction/Preinstallation Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of Owner, Construction Administrator, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Lines of communications.
    f. Procedures for processing field decisions and Change Orders.
    g. Procedures for RFIs.
    h. Procedures for testing and inspecting.
    i. Procedures for processing Applications for Payment.
    j. Distribution of the Contract Documents.
    k. Submittal procedures.
    l. Preparation of record documents.
    m. Work restrictions.
    n. Working hours.
    o. Owner's occupancy requirements.
    p. Responsibility for temporary facilities and controls.
    q. Procedures for moisture and mold control.
    r. Procedures for disruptions and shutdowns.
    s. Parking availability.
    t. Office, work, and storage areas.
    u. Equipment deliveries and priorities.
    v. First aid.
    w. Security.
    x. Progress cleaning.
    y. Refer to **Section 070150.19 “Preparation for Reroofing”** for additional items.

4. Minutes: General Contractor or Construction Manager is responsible for recording and distributing meeting minutes.

C. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than thirty (30) days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

    a. Preparation of record documents.
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    c. Submittal of written warranties.
    d. Requirements for preparing operations and maintenance data.
    e. Requirements for demonstration and training.
    f. Preparation of Contractor's punch list.
    g. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    h. Submittal procedures.
    i. Responsibility for removing temporary facilities and controls.

4. Minutes: General Contractor or Construction Manager is responsible for recording and distributing meeting minutes.

D. Progress Meetings: Conduct progress meetings at bi-weekly intervals.

1. Coordinate dates of meetings with preparation of payment requests.
2. Attendees: In addition to representatives of Owner and Architect, each Contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

        1) Review schedule for next period.

    b. Review present and future needs of each entity present, including the following:

        1) Interface requirements.
        2) Sequence of operations.
        3) Status of submittals.
        4) Deliveries.

5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Progress cleaning.
10) Quality and work standards.
11) Status of correction of deficient items.
12) Field observations.
13) Status of RFIs.
14) Status of proposal requests.
15) Pending changes.
16) Status of Change Orders.
17) Pending claims and disputes.
18) Documentation of information for payment requests.

4. Minutes: General Contractor or Construction Manager is responsible for recording and distributing meeting minutes.

   a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

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 administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Daily construction reports.
3. Material location reports.
4. Field condition reports.
5. Special reports.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

C. Daily Construction Reports: Submit at weekly intervals.

D. Material Location Reports: Submit at weekly intervals.

E. Field Condition Reports: Submit at time of discovery of differing conditions.

F. Special Reports: Submit at time of unusual event.

1.5 QUALITY ASSURANCE

A. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the Contractor's construction schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Discuss constraints, including phasing, work stages and area separations.
3. Review time required for review of submittals and resubmittals.
4. Review requirements for tests and inspections by independent testing and inspecting agencies.
5. Review time required for completion and startup procedures.
6. Review and finalize list of construction activities to be included in schedule.
7. Review submittal requirements and procedures.
8. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include not less than fifteen (15) days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than thirty (30) days for punch list and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Uninterruptible services.
c. Use of premises restrictions.
d. Provisions for future construction.
e. Seasonal variations.
f. Environmental control.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Fabrication.
e. Sample testing.
f. Deliveries.

g. Installation.
h. Tests and inspections.
i. Adjusting.
j. Startup and placement into final use and operation.

4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion**.**

E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Section 012900 "Payment Procedures" for cost reporting and payment procedures.

F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.

G. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within seven (7) days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require three (3) months or longer to complete, indicate an estimated completion percentage in ten percent (10%) increments within time bar.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.

2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Construction Administrator, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

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 administrative and procedural requirements for the following:

1. Periodic construction photographs.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.

B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

C. Metadata: Record accurate date and time from camera.

D. File Names: Name media files with date, Project area, and sequential numbering suffix.

1.4 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum depth of field and in focus. Photographs with blurry or out-of-focus areas will not be accepted.

1. Field Office Images: Maintain one (1) set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Architect.

B. Periodic Construction Photographs: Take eighteen to twenty (18-20) photographs weekly, coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

C. Additional Photographs: Architect may request photographs in addition to periodic photographs specified.

1. In emergency situations, take additional photographs within 24 hours of request.
2. Circumstances that could require additional photographs include, but are not limited to, the following:

a. Immediate follow-up when on-site events result in construction damage or losses.
b. Substantial Completion of a major phase or component of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

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 requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections:

1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submit concurrently with Contractor's construction schedule. Include submittals required during the first sixty (60) days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Format: Arrange the following information in a tabular format:

    a. Scheduled date for first submittal.
    b. Specification Section number and title.
    c. Submittal Category: Action, informational.
    d. Name of subcontractor.
    e. Description of the Work covered.
    f. Scheduled date for Architect's final release or approval.
    g. Scheduled dates for purchasing.
    h. Scheduled dates for installation.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of the Building Information Model (BIM) will **not** be provided by Architect for Vendor's use in preparing submittals unless requested and Architect's user agreement properly completed.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

    a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow ten (10) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow ten (10) days for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow fifteen (15) days for initial review of each submittal.

D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Name of subcontractor.
    f. Name of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.

    a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).

3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Include the following information on an inserted cover sheet:

    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name of Contractor.
    e. Name of firm or entity that prepared submittal.
    f. Name of subcontractor.
    g. Name of supplier.
    h. Name of manufacturer.
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Related physical samples submitted directly.
    m. Other necessary identification.

5. Include the following information as keywords in the electronic file metadata:

a. Project name.
b. Number and title of appropriate Specification Section.
c. Manufacturer name.
d. Product name.

F. Options: Identify options requiring selection by the Architect.

G. Deviations: Identify deviations from the Contract Documents on submittals.

H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes non-compliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Indication of full or partial submittal.
j. Drawing number and detail references, as appropriate.
k. Transmittal number**,** numbered consecutively.
l. Submittal and transmittal distribution record.
m. Remarks.
n. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Submit electronic submittals via email as PDF electronic files.

a. Architect will return annotated file. Annotate and retain one (1) copy of file as an electronic Project record document file.

2. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

4. Test and Inspection Reports Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's catalog cuts.
b. Manufacturer's product specifications.
c. Standard color charts.
d. Statement of compliance with specified referenced standards.
e. Testing by recognized testing agency.
f. Application of testing agency labels and seals.
g. Notation of coordination requirements.
h. Availability and delivery time information.

4. For equipment, include the following in addition to the above, as applicable:

a. Wiring diagrams showing factory-installed wiring.
b. Printed performance curves.
c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Identification of products.
    b. Schedules.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.
    f. Relationship and attachment to adjoining construction clearly indicated.
    g. Seal and signature of professional engineer if specified.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches but no larger than 30 by 42 inches.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one (1) submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of applicable Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine the final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design**.** Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person Include lists of completed projects with project names and addresses, contact information of Architects and Owners, and other information specified.

K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.

L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

S. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

T. Pre-construction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

V. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

W. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Section 017700 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

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 administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections:

1. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor’s quality-control services do not include contract enforcement activities performed by Architect.

C. Pre-construction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.

F. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.

I. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 DELEGATED DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two (2) or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems.

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Main wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within ten (10) days of Notice to Proceed, and not less than five (5) days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements.

F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as non-conforming or defective. Indicate corrective actions taken to bring non-conforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.9 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.

F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.11 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
3. Costs for testing that is cancelled will be charged to the Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, Contractor and to authorities having jurisdiction.

4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

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 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
7. ABMA - American Boiler Manufacturers Association; www.abma.com.
8. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
11. AF&PA - American Forest & Paper Association; www.afandpa.org.
12. AGA - American Gas Association; www.aga.org.
13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
15. AI - Asphalt Institute; www.asphaltinstitute.org.
16. AIA - American Institute of Architects (The); www.aia.org.
17. AISC - American Institute of Steel Construction; www.aisc.org.
18. AISI - American Iron and Steel Institute; www.steel.org.
19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
21. ANSI - American National Standards Institute; www.ansi.org.
22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
23. APA - APA - The Engineered Wood Association; www.apawood.org.
24. APA - Architectural Precast Association; www.archprecast.org.
25. API - American Petroleum Institute; www.api.org.
26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
29. ASCE - American Society of Civil Engineers; www.asce.org.
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
33. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
34. ASSP - American Society of Safety Professionals (The); www.assp.org.
35. ASTM - ASTM International; www.astm.org.
36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
37. AVIXA - Audiovisual and Integrated Experience Association; (Formerly: Infocomm International); www.soundandcommunications.com.

38. AWEA - American Wind Energy Association; www.awea.org.
39. AWI - Architectural Woodwork Institute; www.awinet.org.
40. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
41. AWPA - American Wood Protection Association; www.awpa.com.
42. AWS - American Welding Society; www.aws.org.
43. AWWA - American Water Works Association; www.awwa.org.
44. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
45. BIA - Brick Industry Association (The); www.gobrick.com.
46. BICSI - BICSI, Inc.; www.bicsi.org.
47. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.
48. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
49. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
50. CDA - Copper Development Association; www.copper.org.
51. CE - Conformite Europeenne; www.ec.europa.eu/growth/single-market/ce-marking.
52. CEA - Canadian Electricity Association; www.electricity.ca.
53. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
54. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
55. CGA - Compressed Gas Association; www.cganet.com.
56. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
57. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
58. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
59. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
60. CPA - Composite Panel Association; www.compositepanel.org.
61. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
62. CRRC - Cool Roof Rating Council; www.coolroofs.org.
63. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
64. CSA - CSA Group; www.csa-group.org.
65. CSI - Construction Specifications Institute (The); www.csiresources.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTA - Consumer Technology Association; www.cta.tech.
68. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.coolingtechnology.org.
69. CWC - Composite Wood Council; (See CPA).
70. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
71. DHA - Decorative Hardwoods Association; (Formerly: Hardwood Plywood & Veneer Association); www.decorativehardwoods.org.
72. DHI - Door and Hardware Institute; www.dhi.org.
73. ECA - Electronic Components Association; (See ECIA).
74. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
75. ECIA - Electronic Components Industry Association; www.ecianow.org.
76. EIA - Electronic Industries Alliance; (See TIA).
77. EIMA - EIFS Industry Members Association; www.eima.com.
78. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
79. EOS/ESD Association; (Electrostatic Discharge Association); www.esda.org.
80. ESTA - Entertainment Services and Technology Association; (See PLASA).
81. ETL - Intertek (See Intertek); www.intertek.com.
82. EVO - Efficiency Valuation Organization; www.evo-world.org.
83. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
84. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
85. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
86. FM Approvals - FM Approvals LLC; www.fmglobal.com.

87. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
88. FRSA - Florida Roofing, Sheet Metal Contractors Association, Inc.; www.floridaroof.com.
89. FSA - Fluid Sealing Association; www.fluidsealing.com.
90. FSC - Forest Stewardship Council U.S.; www.fscus.org.
91. GA - Gypsum Association; www.gypsum.org.
92. GANA - Glass Association of North America; (See NGA).
93. GS - Green Seal; www.greenseal.org.
94. HI - Hydraulic Institute; www.pumps.org.
95. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
96. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
97. HPVA - Hardwood Plywood & Veneer Association; (See DHA).
98. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
99. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
100. IAS - International Accreditation Service; www.iasonline.org.
101. ICBO - International Conference of Building Officials; (See ICC).
102. ICC - International Code Council; www.iccsafe.org.
103. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
104. ICPA - International Cast Polymer Association; www.theicpa.com.
105. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
106. IEC - International Electrotechnical Commission; www.iec.ch.
107. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
108. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
109. IESNA - Illuminating Engineering Society of North America; (See IES).
110. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
111. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
112. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.org.
113. II - Infocomm International; (See AVIXA).
114. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.
115. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
116. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
117. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
118. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
119. ISO - International Organization for Standardization; www.iso.org.
120. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
121. ITU - International Telecommunication Union; www.itu.int.
122. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
123. LMA - Laminating Materials Association; (See CPA).
124. LPI - Lightning Protection Institute; www.lightning.org.
125. MBMA - Metal Building Manufacturers Association; www.mbma.com.
126. MCA - Metal Construction Association; www.metalconstruction.org.
127. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
128. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
129. MHI - Material Handling Industry of America; www.mhia.org.
130. MIA - Marble Institute of America; (See NSI).
131. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
132. MPI - Master Painters Institute; www.paintinfo.com.
133. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
134. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
135. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
136. NADCA - National Air Duct Cleaners Association; www.nadca.com.

137. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
138. NALP - National Association of Landscape Professionals; www.landscapeprofessionals.org.
139. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
140. NBI - New Buildings Institute; www.newbuildings.org.
141. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
142. NCMA - National Concrete Masonry Association; www.ncma.org.
143. NEBB - National Environmental Balancing Bureau; www.nebb.org.
144. NECA - National Electrical Contractors Association; www.necanet.org.
145. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
146. NEMA - National Electrical Manufacturers Association; www.nema.org.
147. NETA - InterNational Electrical Testing Association; www.netaworld.org.
148. NFHS - National Federation of State High School Associations; www.nfhs.org.
149. NFPA - National Fire Protection Association; www.nfpa.org.
150. NFPA - NFPA International; (See NFPA).
151. NFRC - National Fenestration Rating Council; www.nfrc.org.
152. NGA - National Glass Association (The); (Formerly: Glass Association of North America); www.glass.org.
153. NHLA - National Hardwood Lumber Association; www.nhla.com.
154. NLGA - National Lumber Grades Authority; www.nlga.org.
155. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
156. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
157. NRCA - National Roofing Contractors Association; www.nrca.net.
158. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
159. NSF - NSF International; www.nsf.org.
160. NSI - National Stone Institute; (Formerly: Marble Institute of America); www.naturalstoneinstitute.org.
161. NSPE - National Society of Professional Engineers; www.nspe.org.
162. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
163. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
164. NWFA - National Wood Flooring Association; www.nwfa.org.
165. NWRA - National Waste & Recycling Association; www.wasterecycling.org
166. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
167. PDI - Plumbing & Drainage Institute; www.pdionline.org.
168. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
169. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
170. RFCI - Resilient Floor Covering Institute; www.rfci.com.
171. RIS - Redwood Inspection Service; www.redwoodinspection.com.
172. SAE - SAE International; www.sae.org.
173. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
174. SDI - Steel Deck Institute; www.sdi.org.
175. SDI - Steel Door Institute; www.steeldoor.org.
176. SEFA - Scientific Equipment and Furniture Association (The); www.sefalabs.com.
177. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
178. SIA - Security Industry Association; www.siaonline.org.
179. SJI - Steel Joist Institute; www.steeljoist.org.
180. SMA - Screen Manufacturers Association; www.smainfo.org.
181. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
182. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
183. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
184. SPIB - Southern Pine Inspection Bureau; www.spib.org.
185. SPRI - Single Ply Roofing Industry; www.spri.org.
186. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.

187. SSINA - Specialty Steel Industry of North America; www.ssina.com.
188. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
189. STI - Steel Tank Institute; www.steeltank.com.
190. SWI - Steel Window Institute; www.steelwindows.com.
191. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
192. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
193. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
194. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
195. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
196. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
197. TMS - The Masonry Society; www.masonrysociety.org.
198. TPI - Truss Plate Institute; www.tpinst.org.
199. TPI - Turfgrass Producers International; www.turfgrasssod.org.
200. TRI - Tile Roofing Institute; www.tileroofing.org.
201. UL - Underwriters Laboratories Inc.; www.ul.com.
202. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
203. USAV - USA Volleyball; www.usavolleyball.org.
204. USGBC - U.S. Green Building Council; www.usgbc.org.
205. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
206. WA - Wallcoverings Association; www.wallcoverings.org.
207. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
208. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
209. WDMA - Window & Door Manufacturers Association; www.wdma.com.
210. WI - Woodwork Institute; www.wicnet.org.
211. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
212. WWPA - Western Wood Products Association; http://www.wwpa.org.

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.

1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
2. ICC - International Code Council; www.iccsafe.org.
3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.

1. COE - Army Corps of Engineers; www.usace.army.mil.
2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
4. DOD - Department of Defense; www.quicksearch.dla.mil.
5. DOE - Department of Energy; www.energy.gov.
6. EPA - Environmental Protection Agency; www.epa.gov.
7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov/fdsys.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.

12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.govinfo.gov.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.

    a. Available from Defense Standardization Program; www.dsp.dla.mil.
    b. Available from General Services Administration; www.gsa.gov.
    c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org.

6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

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 requirements for temporary support, security, and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary of Work" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

A. Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

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

1.4 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

1.5 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 TEMPORARY FACILITIES

A. Field Offices: Pre-fabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading, if required. Unit must be large enough for regular job meetings, plan review areas, submittal storage, and other job file and administrative functions.

1. If provided, Contractor will be responsible for its complete installation, including anchoring if required by authority having jurisdiction.
2. No building space will be provided by the Owner for the Contractor's field office.

B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Sheds to be metal box storage units or have wood floors raised above the ground.
2. Store combustible materials apart from building.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 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.

3.2 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: 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.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and 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.

D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

E. 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.

F. Electronic Communication Service: Regardless of availability of Owner's service, the Contractor shall maintain at his expense secure and reliable WiFi wireless connection to internet with provisions for access by Architect, the Owner's staff, Municipal Officials or Inspectors, and all subcontractors.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary sheds located within construction area or within 30 feet of building lines that is non-combustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. 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.

C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

D. Storage and Staging: Use designated areas of Project site for storage and staging needs.

E. Project Signs: Provide Project signs as required by Owner. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs so they are legible at all times.

F. 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 Section 017300 "Execution."

G. Existing Elevator Use: Use of elevators for construction activities is not permitted.

H. 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.

3.4 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.

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. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. 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.

3.5 OPERATION, TERMINATION, AND REMOVAL

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

B. 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. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

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 administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

B. Related Sections:

1. Section 012500 "Substitution Procedures" for requests for substitutions.
2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one (1) week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

    a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or non-standard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

Comparable products or substitutions for Contractor's convenience will not be considered.

3. Products:

   a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one (1) of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
   b. Non-Restricted List: Where Specifications include a list of names of both available manufacturers and products, provide one (1) of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:

   a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one (1) of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
   b. Non-Restricted List: Where Specifications include a list of available manufacturers, provide a product by one (1) of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one (1) of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one (1) of the other named manufacturers.

C. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed, SIDE-BY-SIDE comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

6. Comply with requirements of Section 012500 “Substitution Procedures”.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Protection of installed construction.
5. Correction of the Work.

B. Related Sections:

1. Section 017700 "Closeout Procedures" for submitting recording of Owner-accepted deviations from indicated lines and levels and final cleaning.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner

that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of utilities and construction indicated as existing are not guaranteed.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.
    b. List of detrimental conditions, including substrates.
    c. List of unacceptable installation tolerances.
    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

2. Allow for building movement, including thermal expansion and contraction.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Temporary Support: Provide temporary support of work to be cut.

C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching.

E. Existing Utility Services: Where existing services are required to be removed, relocated, or abandoned, bypass such systems before cutting to minimize interruption to occupied areas.

F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Proceed with patching after construction operations requiring cutting are complete.

G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

b. Restore damaged pipe covering to its original condition.

3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily at the end of each workday, including common areas. Empty or remove dumpsters at the end of each work week. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

a. Utilize containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where more than one (1) installer has worked.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

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 administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final completion procedures.
3. Warranties.

B. Related Sections:

1. Section 017300 "Execution" for progress cleaning of Project site.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Terminate and remove temporary facilities from Project site, along with construction tools and similar elements.
8. Advise Owner of changeover in heat and other utilities.
9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touchup painting.

11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures".
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
5. Secure and provide both temporary and final Certificate of Occupancy from the Building Official, meeting all local and state permit closeout requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. CT DOE OGA Closeout Assistance:

1. The Contractor shall assist the Architect and Owner with the Office of Grants Administration closeout and any audit of the project by providing supplemental cost or scope information related to their work or change orders that were executed during the course of the project. This assistance may require administrative support from the Contractor’s office but may also require in-person attendance at meetings with the Owner, and any information requested by the Owner must be provided within five (5) calendar days of the request.
2. This closeout service shall be provided at no additional expense to the project, and may be required as much as twenty-four (24) months after the final date of substantial completion of the project.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use **CSI Form 14.1A** or comparable form.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Architect.
    d. Name of Contractor.
    e. Page number.

4. Submit list of incomplete items in the following format:

    a. PDF electronic file. Architect will return annotated file.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION (Not Used)

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

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 administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Systems and equipment maintenance manuals.
4. Product maintenance manuals.

B. Related Sections:

1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual specification sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.

1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:

1. Two (2) thumb drives. Enable review comments on draft submittals.
2. Two (2) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return both copies to be given to the Owner.

C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or modify each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

E. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

B. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8½-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

a. If two (2) or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
4. Supplementary Text: Prepared on 8½-by-11-inch white bond paper.

5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

   1. Title page.
   2. Table of contents.
   3. Manual contents.

B. Title Page: Include the following information:

   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name and contact information for Contractor.
   6. Name and contact information for Architect.
   7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
   8. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

   1. If operation or maintenance documentation requires more than one (1) volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one (1) system into a single binder.

1.7 EMERGENCY MANUALS

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Content: Organize manual into a separate section for each of the following:

   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

1.8 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional

B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:

1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one (1) item in a tabular format,

identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.

F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.

1. Do not use original project record documents as part of maintenance manuals.

1.9 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

D. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

E. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

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 administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.
4. Miscellaneous record submittals.

B. Related Sections:

1. Section 017700 "Closeout Procedures" for general closeout procedures.
2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one (1) set(s) of marked-up record prints.

B. Record Specifications: Submit one (1) paper copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one (1) paper copy of each submittal.

1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one (1) set of marked-up paper copies of the Contract Drawings and Shop Drawings.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an acceptable drawing technique.
c. Record data as soon as possible after obtaining it.
d. Record and check the markup before enclosing concealed installations.
e. Cross-reference record prints to corresponding archive photographic documentation.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Revisions to routing of piping and conduits.
d. Revisions to electrical circuitry.
e. Actual equipment locations.
f. Locations of concealed internal utilities.
g. Changes made by Change Order or Construction Change Directive.
h. Changes made following Architect's written orders.
i. Details not on the original Contract Drawings.
j. Field records for variable and concealed conditions.
k. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Paper copy.
3. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Architect.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
5. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as paper copy.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as paper copy.

1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one (1) copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused, reinstalled, or recycled.

B. Related Requirements:

1. Section 011000 "Summary of Work" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Remove and Replace: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled. Provide and install new items as specified.

E. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

F. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Pre-demolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract. Contractor will be required to coordinate with Owner’s vendor.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

1. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

C. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.

1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove components indicated on Drawings to be removed.

a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. All removed materials and rubbish shall be constantly sprinkled with water or other dusting agent to mitigate dust. Provide drop cloths or other type of coverings to prevent infiltration of dust to other parts of the existing building.
10. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 042000 - UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Clay face brick.
2. Mortar and grout.
3. Embedded flashing.
4. Miscellaneous masonry accessories.

B. Related Requirements:

1. Section 076200 "Sheet Metal Flashing and Trim" for exposed sheet metal flashing and for furnishing manufactured reglets installed in masonry joints.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For the following:

1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.
2. Fabricated Flashing: Detail corner units, end-dam units, and other special applications.

C. Samples: For each type and color of the following:

1. Clay face brick, in the form of straps of five (5) or more bricks.
2. Special brick shapes.
3. Pigmented mortar. Make Samples using same sand and mortar ingredients to be used on Project.
4. Weep vents.
5. Accessories embedded in masonry.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Material Certificates: For each type and size of the following:

1. Masonry units.

a. Include material test reports substantiating compliance with requirements.
b. For brick, include size-variation data verifying that actual range of sizes falls within specified tolerances.
c. For exposed brick, include test report for efflorescence according to ASTM C 67.

2. Cementitious materials. Include brand, type, and name of manufacturer.
3. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
4. Grout mixes. Include description of type and proportions of ingredients.
5. Anchors, ties, and metal accessories.

C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.

1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109 for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.

D. Cold-Weather and Hot-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with requirements.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.

B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

D. Deliver preblended, dry mortar mix in moisture-resistant containers. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 FIELD CONDITIONS

A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.

1. Extend cover a minimum of 24 inches down both sides of walls and hold cover securely in place.

B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three (3) days after building masonry walls or columns.

C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.

1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
2. Protect sills, ledges, and projections from mortar droppings.
3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven (7) days after completing cleaning.

E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.

B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 UNIT MASONRY, GENERAL

A. Masonry Standard: Comply with ACI 530.1/ASCE 6/TMS 602, except as modified by requirements in the Contract Documents.

B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects will be exposed in the completed Work.

2.3 BRICK

A. General: Provide shapes indicated and as follows, with exposed surfaces matching finish and color of exposed faces of adjacent units:

1. For ends of sills and caps and for similar applications that would otherwise expose unfinished brick surfaces, provide units without cores or frogs and with exposed surfaces finished.
2. Provide special shapes for applications where stretcher units cannot accommodate special conditions, including those at corners, movement joints, bond beams, sashes, and lintels.
3. Provide special shapes for applications requiring brick of size, form, color, and texture on exposed surfaces that cannot be produced by sawing.
4. Provide special shapes for applications where shapes produced by sawing would result in sawed surfaces being exposed to view.

B. Clay Face Brick: Facing brick complying with ASTM C 216.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. The Belden Brick Company, distributed by The Homer C. Godfrey Company
   b. Glen-Gery Corporation, distributed by The Homer C. Godfrey Company
   c. Mack Brick Company
   d. Watsontown Brick
   e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Grade: SW.
3. Type: FBS.
4. Initial Rate of Absorption: Less than 30 g/30 sq. in. per minute when tested per ASTM C 67.
5. Efflorescence: Provide brick that has been tested according to ASTM C 67 and is rated "not effloresced."
6. Size (Actual Dimensions): 3-5/8 inches wide by 2¼ inches high by 7-5/8 inches long.
7. Application: Use where brick is exposed unless otherwise indicated.
8. Color and Texture: Red blended veneer, <u>to match existing</u> brickwork exactly in color range, texture, and size, where exposed.

2.4 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150, Type I or II, except Type III may be used for cold-weather construction. Provide natural color or white cement as required to produce mortar color indicated.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compounded for use in mortar mixes and complying with ASTM C 979. Use only pigments with a record of satisfactory performance in masonry mortar.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

   a. Davis Colors; **True Tone Mortar Colors**
   b. Lanxess Corporation; **Bayferrox Iron Oxide Pigments**
   c. Solomon Colors, Inc.; **SGS Mortar Colors**
   d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

D. Colored Cement Products: Packaged blend made from Portland cement and hydrated lime and mortar pigments, all complying with specified requirements, and containing no other ingredients.

1. Colored Portland Cement-Lime Mix:

    a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

        1) Capital Materials Corporation; **Riverton Portland Cement Lime Custom Color**
        2) Holcim (US) Inc.; **Rainbow Mortamix Custom Color Cement/Lime**
        3) Lafarge North America Inc.; **Eaglebond Portland & Lime**
        4) Lehigh Cement Company; **Lehigh Custom Color Portland/Lime Cement**
        5) Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Formulate blend as required to produce color indicated or, if not indicated, as selected from manufacturer's standard colors.
3. Pigments shall not exceed ten percent (10%) of Portland cement by weight.

E. Aggregate for Mortar: ASTM C 144.

1. For mortar that is exposed to view, use washed aggregate consisting of natural sand or crushed stone.
2. For joints less than ¼-inch-thick, use aggregate graded with one hundred percent (100%) passing the No. 16 sieve.
3. White-Mortar Aggregates: Natural white sand or crushed white stone.

F. Aggregate for Grout: ASTM C 404.

G. Water: Potable.

2.5 EMBEDDED FLASHING MATERIALS

A. Metal Flashing: Provide metal flashing complying with Section 076200 "Sheet Metal Flashing and Trim".

B. Flexible Flashing: Use the following unless otherwise indicated:

1. Copper-Laminated Flashing: 5-oz./sq. ft. copper sheet bonded between two (2) layers of glass-fiber cloth. Use only where flashing is fully concealed in masonry.

    a. Basis-of-Design:

        1) York Manufacturing, Inc.; **Multi-Flash 500**

    b. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

        1) Advanced Building Products Inc.
        2) Sandell Moisture Protection Systems, a Hohmann & Barnard Company
        3) Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

C. Application: Unless otherwise indicated, use the following:

1. Where flashing is indicated to receive counterflashing, use metal flashing.
2. Where flashing is indicated to be turned down at or beyond the wall face, use metal flashing.
3. Where flashing is partly exposed and is indicated to terminate at the wall face, use metal flashing or flexible flashing with a metal drip edge.

4. Where flashing is fully concealed, use flexible flashing, type as indicated on Drawings.

D. Adhesives, Primers, and Seam Tapes for Flashings: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

2.6 MISCELLANEOUS MASONRY ACCESSORIES

A. Weep Vent Products: Use the following unless otherwise indicated:

1. Cellular Plastic Weep Vent: One-piece, flexible extrusion made from UV-resistant polypropylene copolymer, full height and width of head joint and depth 1/8-inch less than depth of outer wythe, in color selected by Architect and Owner from manufacturer's entire range.

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1) Advanced Building Products Inc.; **Mortar Maze weep vent**
2) Heckmann Building Products Inc.; **No. 85 Cell Vent**
3) Hohmann & Barnard, Inc.; **Quadro-Vent**
4) Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.7 MASONRY CLEANERS

A. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner designed for removing mortar/grout stains, efflorescence, and other new construction stains from new masonry without discoloring or damaging masonry surfaces. Use product expressly approved for intended use by cleaner manufacturer and manufacturer of masonry units being cleaned.

1. 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:

a. Diedrich Technologies, Inc.
b. EaCo Chem, Inc.
c. ProSoCo, Inc.
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.8 MORTAR AND GROUT MIXES

A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.

1. Do not use calcium chloride in mortar or grout.
2. Use Portland cement-lime mortar unless otherwise indicated.

B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.

C. Mortar for Unit Masonry: Comply with ASTM C 270, Property Specification. Provide the following types of mortar for applications stated unless another type is indicated.

1. For exterior, above-grade, load-bearing and non-load-bearing walls and parapet walls; for interior load-bearing walls; for interior non-load-bearing partitions; and for other applications where another type is not indicated, use Type N.

D. Pigmented Mortar: Use colored cement product.

1. Application: Use pigmented mortar for exposed mortar joints with the following units:

a. Face brick.

E. Grout for Unit Masonry: Comply with ASTM C 76.

1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in ACI 530.1/ASCE 6/TMS 602 for dimensions of grout spaces and pour height.
2. Proportion grout in accordance with ASTM C 476, Table 1.
3. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C 143.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.
2. Verify that substrates are free of substances that impair mortar bond.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Thickness: Build cavity and composite walls and other masonry construction to full thickness shown. Build single-wythe walls to actual widths of masonry units, using units of widths indicated.

B. Use full-size units without cutting if possible. If cutting is required to provide a continuous pattern or to fit adjoining construction, cut units with motor-driven saws; provide clean, sharp, unchipped edges. Allow units to dry before laying unless wetting of units is specified. Install cut units with cut surfaces and, where possible, cut edges concealed.

C. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.

D. **Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry and mortar where exposed.**

3.3 TOLERANCES

A. Dimensions and Locations of Elements:

1. For dimensions in cross section or elevation do not vary by more than plus ½-inch or minus ¼-inch.

2. For location of elements in plan do not vary from that indicated by more than plus or minus ½-inch.
3. For location of elements in elevation do not vary from that indicated by more than plus or minus ¼-inch in a story height or ½-inch total.

B. Lines and Levels:

1. For bed joints and top surfaces of bearing walls do not vary from level by more than ¼-inch in 10 feet, or ½-inch maximum.
2. For conspicuous horizontal lines, such as lintels, sills, parapets, and reveals, do not vary from level by more than 1/8-inch in 10 feet, ¼-inch in 20 feet, or ½-inch maximum.
3. For vertical lines and surfaces do not vary from plumb by more than ¼-inch in 10 feet, 3/8-inch in 20 feet, or ½-inch maximum.
4. For conspicuous vertical lines, such as external corners, door jambs, reveals, and expansion and control joints, do not vary from plumb by more than 1/8-inch in 10 feet, ¼-inch in 20 feet, or ½-inch maximum.
5. For lines and surfaces do not vary from straight by more than ¼-inch in 10 feet, 3/8-inch in 20 feet, or ½-inch maximum.
6. For vertical alignment of exposed head joints, do not vary from plumb by more than ¼-inch in 10 feet, or ½-inch maximum.
7. For faces of adjacent exposed masonry units, do not vary from flush alignment by more than 1/16-inch except due to warpage of masonry units within tolerances specified for warpage of units.

C. Joints:

1. For bed joints, do not vary from thickness indicated by more than plus or minus 1/8-inch, with a maximum thickness limited to ½-inch.
2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than 1/8-inch.
3. For head and collar joints, do not vary from thickness indicated by more than plus 3/8-inch or minus ¼-inch.
4. For exposed head joints, do not vary from thickness indicated by more than plus or minus 1/8-inch. Do not vary from adjacent bed-joint and head-joint thicknesses by more than 1/8-inch.
5. For exposed bed joints and head joints of stacked bond, do not vary from a straight line by more than 1/16-inch from one (1) masonry unit to the next.

3.4 LAYING MASONRY WALLS

A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.

B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.

C. Stopping and Resuming Work: Stop work by racking back units in each course from those in course below; do not tooth. When resuming work, clean masonry surfaces that are to receive mortar, remove loose masonry units and mortar, and wet brick if required before laying fresh masonry.

D. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

3.5 MORTAR BEDDING AND JOINTING

A. Lay hollow brick as follows:

1. Bed face shells in mortar and with head joints of depth equal to bed joints.
2. Bed webs in mortar in grouted masonry.
3. Fully bed units and fill cells with mortar.

B. Lay solid masonry units with completely filled bed and head joints; butter ends with sufficient mortar to fill head joints and shove into place. Do not deeply furrow bed joints or slush head joints.

C. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.

3.6 CONTROL AND EXPANSION JOINTS

A. General: Install control and expansion joint materials in unit masonry as masonry progresses. Do not allow materials to span control and expansion joints without provision to allow for in-plane wall or partition movement.

B. Form expansion joints in brick as follows:

1. Build flanges of factory-fabricated, expansion-joint units into masonry.
2. Form open joint full depth of brick wythe and of width indicated, but not less than 3/8-inch for installation of sealant and backer rod specified in Section 079200 "Joint Sealants."

3.7 FLASHING, WEEP HOLES, CAVITY DRAINAGE, AND VENTS

A. General: Install embedded flashing and weep vents in masonry where indicated.

B. Install flashing as follows unless otherwise indicated:

1. Prepare masonry surfaces so they are smooth and free from projections that could puncture flashing. Where flashing is within mortar joint, place through-wall flashing on sloping bed of mortar and cover with mortar. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
2. At multi-wythe masonry walls, including cavity walls, extend flashing through outer wythe, turned up a minimum of 8 inches, and 1½ inches into the inner wythe.
3. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing ½-inch back from outside face of wall and adhere flexible flashing to top of metal drip edge.
4. Cut flexible flashing off flush with face of wall after masonry wall construction is completed.

C. Install weep vents in exterior wythes and veneers in head joints of first course of masonry immediately above embedded flashing and as follows:

1. Use specified products to form weep vents.
2. Space weep vents 24 inches o.c. unless otherwise indicated.

3.8 FIELD QUALITY CONTROL

A. Testing and Inspecting: Owner will engage special inspectors to perform tests and inspections and prepare reports. Allow inspectors access to scaffolding and work areas as needed to perform tests

and inspections. Retesting of materials that fail to comply with specified requirements shall be done at Contractor's expense.

B. Inspections: Special inspections according to Level B in TMS 402/ACI 530/ASCE 5.

1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
3. Place grout only after inspectors have verified proportions of site-prepared grout.

C. Testing Prior to Construction: One (1) set of tests.

D. Clay Masonry Unit Test: For each type of unit provided, according to ASTM C 67 for compressive strength.

E. Mortar Aggregate Ratio Test (Proportion Specification): For each mix provided, according to ASTM C 780.

F. Mortar Test (Property Specification): For each mix provided, according to ASTM C 780. Test mortar for mortar air content and compressive strength.

G. Grout Test (Compressive Strength): For each mix provided, according to ASTM C 1019.

3.9 REPAIRING, POINTING, AND CLEANING

A. Remove and replace masonry units that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Install new units to match adjoining units; install in fresh mortar, pointed to eliminate evidence of replacement.

B. Pointing: During the tooling of joints, enlarge voids and holes, except weep vents, and completely fill with mortar. Point up joints, including corners, openings, and adjacent construction, to provide a neat, uniform appearance. Prepare joints for sealant application, where indicated.

C. In-Progress Cleaning: Clean unit masonry as work progresses by dry brushing to remove mortar fins and smears before tooling joints.

D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and nonmetallic scrape hoes or chisels.
2. Test cleaning methods on sample wall panel; leave one-half of panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.
3. Protect adjacent stone and non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent or polyethylene film and waterproof masking tape.
4. Wet wall surfaces with water before applying cleaners; remove cleaners promptly by rinsing surfaces thoroughly with clear water.
5. Clean masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.10 MASONRY WASTE DISPOSAL

A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property. At completion of unit masonry work, remove from Project site.

B. Excess Masonry Waste: Remove excess clean masonry waste that cannot be used as fill, as described above or recycled, and other masonry waste, and legally dispose of off Owner's property.

END OF SECTION 042000

SECTION 053100 - STEEL DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The General Documents, as listed on the Table of Contents, and applicable parts of Division 01 General Requirements shall be included in and made a part of this Section.

1.2 SUMMARY

A. Section Includes:

1. Steel decking includes roof deck types. Provide all edge and end closures, deck support angles at columns, butt strips, ridge, and valley plates, reinforcing angles, recessed sump pans, cell closures, composite finish strips and pour stops.

B. Related Sections:

1. Section 012100 “Allowances” for work of this Section included in allowances.
2. Section 012200 “Unit Prices” for work of this Section included in unit prices.

1.3 QUALITY ASSURANCE

A. Codes and Standards: Comply with provisions of the following codes and standards, except as otherwise shown or specified:

1. AISI "Specification for the Design of Cold-Formed Steel Structural Members".
2. AWS "Structural Welding Code".
3. SDI "Design Manual for Floor Decks and Roof Decks".

B. Qualification of Field Welding: Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".

C. Completed decking in place is subject to inspection and testing. Expense of removing and replacing portions of decking for testing purposes will be borne by Owner if welds are found to be satisfactory. Remove work found to be defective and replace with new acceptable work.

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's specifications showing physical properties and installation instructions for each type of decking and accessories. Include manufacturer's certification as may be required to show compliance with these specifications.

B. Shop Drawings:

1. Submit shop drawings of all members to be furnished. Detail drawings of the members and their connections shall follow standard practice as set forth in the AISC "Manual of Structural Steel Detailing" (Second Edition). In particular, welding shall be shown, using standard AWS welding symbols. Show on detail drawings the paint to be used.
2. Shop drawings will not be reviewed unless accompanied by erection drawings which locates and identifies the members. Copies or reproductions of contract drawings will not be accepted or reviewed as shop drawings.

PART 2 - PRODUCTS

2.1 MATERIALS: Steel for Galvanized Metal Deck Units: ASTM A 653 coating class G-60, Minimum yield point, Fy = 33ksi.

A. Roof Decking: To match existing but as a minimum:

1. 1½-inch-wide rib, galvanized steel deck with nesting flat side laps, formed from hot dipped galvanized steel sheets. Minimum section properties as follows:

Gage	Ip (in4)	In (in4)	Sp (in3)	Sn (in3)
20	0.22	0.24	0.25	0.26

B. Miscellaneous Steel Shapes: ASTM A 36.

C. Sheet Metal Accessories: ASTM A 526, commercial quality galvanized.

D. Galvanizing Repair Paint: High zinc-dust content paint for repair of damaged galvanized surfaces complying with Military Specifications MIL-P-21035 (Ships).

E. Galvanizing: ASTM A 653, G60.

PART 3 - EXECUTION

3.1 INSPECTION

A. Installer must examine areas and conditions under which metal decking is to be installed and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to installer.

3.2 INSTALLATION

A. General: Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings, and as specified herein.

B. Do not use roof deck units for storage or working platforms until permanently secured.

C. Shop drawings shall fully address all edge conditions and pour stops, including overhangs, as described in structural and architectural details.

D. Fastening Deck Units: Welding of roof deck shall not be permitted.

1. Roof decks (1½-inch-depth) shall be pneumatically fastened in place 12 inches o.c. using Hilti pneumatic fasteners, (or equal), with a 36/4 fastening pattern (unless otherwise indicated on the Drawings). Mechanically fasten side laps of adjacent deck units between supports, at intervals not exceeding 18 inches o.c., using plated self-tapping No. 10-14 screws, with a minimum of four (4) #10 plated self-tapping screws per span.

E. Cutting and Fitting: Cut neatly and fit deck units and accessories around other work projecting through or adjacent to the decking, as shown.

F. Reinforcement at Openings: Provide additional metal reinforcement and closure pieces as required for strength, continuity of decking, and to provide support for concrete and other work shown.

G. Roof Sump Pans: Place over openings provided in roof decking and weld to top decking surface. Space welds not more than 12 inches o.c. with at least one (1) weld at each corner. Cut opening in roof sump bottom to accommodate drain size indicated.

H. Touch-up Painting: After decking installation, wire brush, clean and paint scarred areas, rust spots on top and bottom surfaces of roof decking units and supporting steel members.

1. Touch-up galvanized surfaces with galvanized repair paint applied in accordance with manufacturer's instructions.

END OF SECTION 053100

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Rooftop equipment bases and support curbs.
3. Wood blocking and nailers.

B. Related Requirements:

1. Section 061600 "Sheathing" for roof and exterior wall sheathing and nailable composite deck.

1.3 DEFINITIONS

A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.

B. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

C. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. WCLIB: West Coast Lumber Inspection Bureau.
4. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.

B. Evaluation Reports: For the following, from ICC-ES:

1. Wood-preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Post-installed anchors.
5. Metal framing anchors.
6. Expansion anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.

B. Maximum Moisture Content of Lumber: Fifteen percent (15%) unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of fifteen percent (15%). Do not use material that is warped or that does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Treatment shall not promote corrosion of metal fasteners.
2. Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for all locations and where indicated.
3. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.

C. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.

D. Application: Treat **all** rough carpentry unless otherwise indicated.

2.4 DIMENSION LUMBER FRAMING

A. Non-Load-Bearing Interior Partitions (Studs, Posts, Etc.): Construction or No. 2 grade and better.

1. Species:

a. Hem-fir (north); NLGA.
b. Douglas fir-larch; WCLIB or WWPA.
c. Douglas fir-south; WWPA.
d. Hem-fir; WCLIB or WWPA.
e. Douglas fir-larch (north); NLGA.

B. Joists, Rafters, and Other Framing Not Listed Above: No. 2 grade.

1. Species:

a. Hem-fir (north); NLGA.
b. Southern pine; SPIB.
c. Douglas fir-larch; WCLIB or WWPA.
d. Spruce-pine-fir; NLGA.
e. Douglas fir-south; WWPA.
f. Hem-fir; WCLIB or WWPA.
g. Douglas fir-larch (north); NLGA.
h. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.5 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.

B. Dimension Lumber Items: Construction or No. 2 grade lumber of any species.

C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.6 FASTENERS

A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless-steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1

F. Bolts: Steel bolts complying with ; with hex nuts and, where indicated, flat washers.

G. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC193 as appropriate for the substrate.

1. Material: Stainless-steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six (6) times the load imposed when installed in unit masonry assemblies and equal to four (4) times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

2.7 METAL FRAMING ANCHORS

A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one (1) of the following:

1. Cleveland Steel Specialty Co.
2. MiTek Industries, Inc.
3. Simpson Strong-Tie Co., Inc.
4. USP Structural Connectors.
5. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036-inch-thick.

1. Use for wood-preservative-treated lumber and where indicated.

D. Joist Hangers: U-shaped joist hangers with 2-inch- long seat and 1¼-inch wide nailing flanges at least eighty-five percent (85%) of joist depth.

E. Bridging: Rigid, V-section, nailless type, 0.050-inch-thick, length to suit joist size and spacing.

F. Rafter Tie-Downs (Hurricane or Seismic Ties): Bent strap tie for fastening rafters or roof trusses to wall studs below, 2¼ inches wide by 0.062-inch-thick. Tie fits over top of rafter or truss and fastens to both sides of rafter or truss, face of top plates, and side of stud below.

2.8 MISCELLANEOUS MATERIALS

A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025-inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

C. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

D. Do not splice structural members between supports unless otherwise indicated.

E. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

F. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

G. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use copper naphthenate for items not continuously protected from liquid water.

H. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
2. ICC-ES evaluation report for fastener.

J. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 CEILING JOIST AND RAFTER FRAMING INSTALLATION

A. Ceiling Joists: Install ceiling joists with crown edge up and complying with requirements specified above for floor joists. Face nail to ends of parallel rafters.

1. Where ceiling joists are at right angles to rafters, provide additional short joists parallel to rafters from wall plate to first joist; nail to ends of rafters and to top plate and nail to first joist or anchor with framing anchors or metal straps. Provide 1-by-8-inch nominal size or 2-by-4-inch nominal size stringers spaced 48 inches o.c. crosswise over main ceiling joists.

B. Rafters: Notch to fit exterior wall plates and use metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing, if any, and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.

C. Provide special framing as indicated for eaves, overhangs, dormers, and similar conditions if any.

3.3 WOOD BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.4 INSTALLATION OF WOOD FURRING

A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-4-inch nominal- size furring horizontally at minimum 24 inches o.c.

3.5 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 061516 - WOOD ROOF DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Solid-sawn wood roof decking.

B. Related Requirements:

1. Section 012100 “Allowances” for Work of this Section included in allowances.
2. Section 012200 “Unit Prices” for Work of this Section included in unit prices.
3. Section 061000 "Rough Carpentry" for dimension lumber items associated with wood roof decking.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. For preservative-treated wood products, include chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Schedule delivery of wood roof decking to avoid extended on-site storage and to avoid delaying the Work.

B. Store materials under cover and protected from weather and contact with damp or wet surfaces. Provide for air circulation within and around stacks and under temporary coverings. Stack wood roof decking with surfaces that are to be exposed in the final Work protected from exposure to sunlight.

PART 2 - PRODUCTS

2.1 WOOD ROOF DECKING, GENERAL

A. General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.

2.2 SOLID-SAWN WOOD ROOF DECKING

A. Standard for Solid-Sawn Wood Roof Decking: Comply with AITC 112.

B. Roof Decking Species: Balsam fir, Douglas fir-larch, Douglas fir-larch (North), hem-fir, hem-fir (North), southern pine, spruce pine-fir (North), western hemlock, or western hemlock (North).

C. Roof Decking Nominal Size: 7/8-inch by 6-inch at minimum but to match existing.

D. Roof Decking Grade: Select(ed) Decking.

E. Grade Stamps: Factory mark each item with grade stamp of grading agency. Apply grade stamp to surfaces that are not exposed to view.

F. Moisture Content: Provide wood roof decking with fifteen percent (15%) maximum moisture content at time of dressing.

G. Face Surface: Smooth as a minimum but to match existing.

H. Edge Pattern: Tongue and grooved.

2.3 PRESERVATIVE TREATMENT

A. Pressure treat wood roof decking according to AWPA U1; Use Category UC2.

B. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

C. Use process that includes water-repellent treatment.

D. After treatment, redry materials to fifteen percent (15%) maximum moisture content.

E. After dressing and fabricating roof decking, apply copper naphthenate according to AWPA M4 to surfaces cut to a depth of more than 1/16-inch.

2.4 ACCESSORY MATERIALS

A. Fasteners for Solid-Sawn Roof Decking: Provide fastener size and type complying with AITC 112 for thickness of deck used.

B. Nails: Common; complying with ASTM F 1667, Type I, Style 10.

C. Fastener Material: Hot-dip galvanized steel.

D. Bolts for Anchoring Roof Decking to Walls: Carbon steel; complying with ASTM A 307 with ASTM A 563 hex nuts and, where indicated, flat washers, all hot-dip zinc coated.

2.5 FABRICATION

A. Shop Fabrication: Where preservative-treated roof decking is indicated, complete cutting, trimming, surfacing, and sanding before treating.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine walls and support framing in areas to receive wood roof decking for compliance with installation tolerances and other conditions affecting performance of wood roof decking.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install solid-sawn wood roof decking to comply with AITC 112.

B. Anchor wood roof decking, where supported on walls, with bolts as indicated.

C. Where preservative-treated roof decking must be cut during erection, apply a field-treatment preservative to comply with AWPA M4.

1. For solid-sawn roof decking, use copper naphthenate.

3.3 ADJUSTING

A. Repair damaged surfaces and finishes after completing erection. Replace damaged roof decking if repairs are not approved by Architect.

3.4 PROTECTION

A. Provide water-resistive barrier over roof decking as the Work progresses to protect roof decking until roofing is applied.

END OF SECTION 061516

SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Wall sheathing.
2. Roof sheathing.
3. Composite nail base insulated roof sheathing.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each air-barrier and water-resistant glass-mat gypsum sheathing assembly, indicating compliance with specified requirements, for tests performed by a qualified testing agency.

C. Evaluation Reports: For following products, from ICC-ES:

1. Wood-preservative-treated plywood.
2. Fire-retardant-treated plywood.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications:

1. For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Resistance Ratings: As tested according to ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Fire-Resistance Ratings: Indicated by design designations from UL's "Fire Resistance Directory" or from the listings of another qualified testing agency.

2.2 WOOD PANEL PRODUCTS

A. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

B. Factory mark panels to indicate compliance with applicable standard.

2.3 PRESERVATIVE-TREATED PLYWOOD

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Mark plywood with appropriate classification marking of an inspection agency acceptable to authorities having jurisdiction.

C. Application: Treat items indicated on Drawings and plywood in contact with masonry or concrete or used with roofing, flashing, vapor barriers, and waterproofing.

2.4 FIRE-RETARDANT-TREATED PLYWOOD

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article that are acceptable to authorities having jurisdiction and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Treated materials shall comply with requirements specified above for fire-retardant-treated plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.

3. Design Value Adjustment Factors: Treated lumber plywood shall be tested according to ASTM D 5516 and design value adjustment factors shall be calculated according to ASTM D 6305. Span ratings after treatment shall be not less than span ratings specified. For roof sheathing and where high-temperature fire-retardant treatment is indicated, span ratings for temperatures up to 170 deg F (76 deg C) shall be not less than span ratings specified.

C. Kiln-dry material after treatment to maximum moisture content of fifteen percent (15%). Do not use material that is warped or does not comply with requirements for untreated material.

D. Identify fire-retardant-treated plywood with appropriate classification marking of qualified testing agency.

E. Application: Treat **all** plywood unless otherwise indicated.

2.5 WALL SHEATHING

A. Plywood Sheathing: DOC PS 1, C-D Grade, Exposure 1 sheathing.

1. Nominal Thickness: Not less than ½-inch unless otherwise indicated and to match existing where required.

2.6 ROOF SHEATHING

A. Plywood Roof Sheathing: DOC PS 1, Exposure 1 sheathing.

1. Nominal Thickness: Not less than 5/8-inch unless otherwise indicated and to match existing.

2.7 COMPOSITE NAIL BASE INSULATED ROOF SHEATHING

A. Vented, Plywood-Surfaced, Polyisocyanurate-Foam Sheathing: ASTM C 1289, with DOC PS 2, Exposure 1 plywood adhered to spacers on one (1) face.

1. Manufacturers:

a. GAF Materials, LLC.
b. Atlas Roofing Corporation
c. Hunter Panels
d. Johns Manville; a Berkshire Hathaway company
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Polyisocyanurate-Foam Thickness: 5 inches.
3. Plywood Nominal Thickness: 5/8-inch.
4. Spacers: Wood furring strips or blocks not less than 1-inch-thick and spaced not more than 12 inches o.c.

2.8 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. For roof and wall sheathing, provide fasteners of Type 304 stainless-steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.

E. Screws for Fastening Wood Structural Panels to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

2.9 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Panels to Wood Framing: Formulation complying with ASTM D 3498 that is approved for use with type of construction panel indicated by manufacturers of both adhesives and panels.

1. Adhesives shall have a VOC content of 70 g/L or less.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
2. ICC-ES evaluation report for fastener.

D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Coordinate roof and wall sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from `

F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Roof and Wall Sheathing:

    a. Glue and screw wood framing.
    b. Screw to cold-formed metal framing forms.
    c. Space panels 1/8-inch apart at edges and ends.

END OF SECTION 061600

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Full tear-off of roof system at areas indicated on Drawings.
2. Removal of flashings and counterflashings.

B. Related Requirements:

1. Section 011000 "Summary of Work" for use of the premises and phasing requirements.
2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

B. Full Roof Tear-Off: Removal of existing roofing system down to existing roof deck.

1.4 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting removal work, conduct conference at Project site.

1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing, including installers of roof deck, roof accessories, and roof-mounted equipment.
2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:

a. Reroofing preparation, including roofing system manufacturer's written instructions.
b. Temporary protection requirements for existing roofing system components that are to remain.
c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
e. Existing roof deck conditions requiring notification of Architect.
f. Existing roof deck removal procedures and Owner notifications.
g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.

h. Structural loading limitations of roof deck during reroofing.
i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
j. HVAC shutdown and sealing of air intakes.
k. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
l. Governing regulations and requirements for insurance and certificates if applicable.
m. Existing conditions that may require notification of Architect before proceeding.

B. Comply with additional requirements in Section 013100 “Project Management and Coordination”.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.6 INFORMATIONAL SUBMITTALS

A. Field Test Reports:

1. Fastener pull-out test report.

B. Photographs: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.

1. Submit before Work begins.

1.7 FIELD CONDITIONS

A. Existing Roofing System: Ballasted built-up roofing, asphalt shingles and single-ply membrane.

B. Owner will occupy portions of building adjacent to reroofing area.

1. Conduct reroofing so Owner's operations are not disrupted.
2. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.

a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.

C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

E. Conditions existing at time of inspection for bidding are maintained by Owner as far as practical.

F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

1. Remove only as much roofing in one (1) day as can be made watertight in the same day.

G. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

a. Hazardous materials will be removed by Owner under a separate contract.

PART 2 - PRODUCTS

2.1 REPLACEMENT MATERIALS

A. Steel deck is specified in Section 053100 "Steel Decking."

B. Wood blocking, curbs, and nailers are specified in Section 061000 "Rough Carpentry."

C. Plywood roof and fascia sheathing and nailable composite deck is specified in Section 061600 "Sheathing."

2.2 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.

B. Shut off rooftop utilities and service piping before beginning the Work.

C. Test existing roof drains to verify that they are not blocked or restricted.

1. Immediately notify Architect of any blockages or restrictions.

D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.

1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

E. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

F. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.

1. Prevent debris from entering or blocking roof drains and conductors.

    a. Use roof-drain plugs specifically designed for this purpose.
    b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.

    a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.

B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.

C. Remove loose aggregate from aggregate-surfaced, built-up bituminous roofing using a power broom.

D. Remove pavers and accessories from roofing.

E. Full Roof Tear-Off: Where indicated on Drawings, remove existing roofing and other roofing system components down to the existing roof deck.

    1. Remove substrate board, vapor retarder, underlayment, roof insulation and cover board.
    2. Remove base flashings and counter flashings.
    3. Remove perimeter edge flashing and gravel stops.
    4. Remove copings.
    5. Remove expansion-joint covers.
    6. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
    7. Remove roof drains indicated on Drawings to be removed.
    8. Remove wood blocking, curbs, and nailers.
    9. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry.

        a. Remove unadhered bitumen, unadhered felts, and wet felts.

    10. Remove fasteners from deck.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of roofing system.

B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.

    1. Do not proceed with installation until directed by Architect.

C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.

1. Do not proceed with installation until directed by Architect.

D. Provide additional deck securement as recommended by manufacturer.

E. Replace decking as directed by Architect. Deck replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

3.4 BASE FLASHING REMOVAL

A. Remove existing base flashings.

1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counterflashings that are to remain.

1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."

C. When directed by Architect, replace wood blocking, curbs, and nailers to comply with Section 061000 "Rough Carpentry."

3.5 FASTENER PULL-OUT TESTING

A. Retain independent testing and inspecting agency to conduct fastener pull-out tests according to Chapter 16 of the International Building Code and submit test report to Architect and roofing manufacturer before installing new roofing system.

1. Obtain Architect's and roofing manufacturer's approval to proceed with specified fastening pattern.

a. Architect and roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.6 DISPOSAL

A. Collect demolished materials and place in containers.

1. Promptly dispose of demolished materials.
2. Do not allow demolished materials to accumulate on-site.
3. Storage or sale of demolished items or materials on-site is not permitted.

B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 072413 - POLYMER-BASED EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. EIFS-clad barrier-wall assemblies that are field applied over substrate. System includes air/water barrier, insulation adhesive and board, mesh, and finish coats.

B. Related Requirements:

1. Section 079200 "Joint Sealants" for sealing joints in EIFS with elastomeric joint sealants and for perimeter joints between EIFS and other materials.

1.3 DEFINITIONS

A. Definitions in ASTM E 2110 apply to Work of this Section.

B. EIFS: Exterior insulation and finish system(s).

C. IBC: International Building Code.

D. Polymer-Based Exterior Insulation and Finish System: Class PB EIFS, as defined in ASTM E 2568.

1.4 PRE-INSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each EIFS component, trim, and accessory.

B. Samples: For each exposed product and for each color and texture specified, 8 inches square in size.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each EIFS assembly and component, for tests performed by a qualified testing agency.

C. Evaluation Reports: For EIFS, including insulation from ICC-ES.

D. Sample Warranty: For manufacturer's special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For EIFS to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An installer certified in writing by EIFS manufacturer as qualified to install manufacturer's system using trained workers.

B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, to set quality standards for materials and execution, and to set quality standards for fabrication and installation.

1. Include wall reveal details to match existing conditions.
2. If Architect determines mockups do not comply with requirements, reconstruct mockups until mockups are approved.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened packages with manufacturers' labels intact and clearly identifying products.

B. Store materials inside and under cover; keep them dry and protected from weather, direct sunlight, surface contamination, aging, corrosion, damaging temperatures, construction traffic, and other causes.

1. Stack insulation board flat and off the ground.
2. Protect plastic insulation against ignition at all times. Do not deliver plastic insulating materials to Project site before installation time.
3. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.10 FIELD CONDITIONS

A. Weather Limitations: Maintain ambient temperatures above 40 deg F for a minimum of 24 hours before, during, and after adhesives or coatings are applied. Do not apply EIFS adhesives or coatings during rainfall. Proceed with installation only when existing and forecasted weather conditions and ambient outdoor air, humidity, and substrate temperatures permit EIFS to be applied, dried, and cured according to manufacturers' written instructions and warranty requirements.

1.11 WARRANTY

A. Manufacturer's Special Warranty: Manufacturer agrees to repair or replace EIFS that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Bond integrity and weathertightness.
b. Deterioration of EIFS finishes and other EIFS materials beyond normal weathering.

2. Warranty coverage includes the following EIFS components:

a. EIFS finish, including base and finish coats and reinforcing mesh.
b. Air/water resistive barrier (fluid applied).
c. Insulation installed as part of EIFS.
d. Insulation adhesive.
e. EIFS accessories, including trim components and flashing.

3. Warranty Period: Ten (10) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design:

1. Sto Corp.; **StoTherm ci -with Sto Strike Defense and Sto Gold Coat**

B. 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. BASF Wall Systems
2. Dryvit Systems, Inc.
3. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

C. Source Limitations: Obtain EIFS from single source from single EIFS manufacturer and from sources approved by EIFS manufacturer as tested and compatible with EIFS components.

2.2 PERFORMANCE REQUIREMENTS

A. EIFS Performance: Comply with ASTM E 2568 and with the following:

1. Weathertightness: Resistant to water penetration from exterior.
2. Structural Performance: EIFS assembly and components shall comply with ICC-ES AC219 when tested according to ASTM E 2568.
3. Wind Loads: As indicated on Drawings and per Building Code, whichever is most stringent.
4. Impact Performance: ASTM E 2568, High impact resistance.

2.3 EIFS MATERIALS

A. Flexible-Membrane Flashing: Cold-applied, self-adhering, self-healing, rubberized-asphalt and polyethylene-film composite sheet or tape and primer; EIFS manufacturer's standard or product recommended in writing by EIFS manufacturer.

B. Air/Water Resistive Barrier Coating: Ready mixed vapor permeable, fluid-applied, EIFS manufacturer’s standard or product recommended in writing by EIFS manufacturer. Apply per manufacturer’s recommendations for substrate. Comply with ASHRAE 90.1-2019 Section 5, Building Envelope- Air Barrier Requirements.

C. Insulation Adhesive: EIFS manufacturer's standard formulation designed for indicated use; compatible with substrate and complying with one (1) of the following:

1. Job-mixed formulation of Portland cement complying with ASTM C 150, Type I, and polymer-based adhesive specified for base coat.
2. Factory-blended dry formulation of Portland cement, dry polymer admixture, and fillers specified for base coat.

3. Factory-mixed non-cementitious formulation designed for adhesive attachment of insulation to substrates of type indicated, as recommended by EIFS manufacturer.

D. Molded, (Expanded) Rigid Cellular Polystyrene Board Insulation (EPS): Comply with ASTM C 578, Type I; and with EIFS manufacturer's requirements for most stringent requirements for material performance and qualities of insulation, including dimensions and permissible variations, and the following:

1. Aging: Before cutting and shipping, age insulation in block form by air drying for not less than six (6) weeks.
2. Flame-Spread and Smoke-Developed Indexes: 25 and 450 or less, respectively, according to ASTM E 84.
3. Dimensions: Provide insulation boards of not more than 24 by 48 inches and in thickness indicated, but not more than 4 inches thick or less than the thickness allowed by ASTM C 1397.

E. Reinforcing Mesh: Balanced, alkali-resistant, open-weave, glass-fiber mesh treated for compatibility with other EIFS materials, made from continuous multi-end strands with retained mesh tensile strength of not less than 120 lbf/in. according to ASTM E 2098 and the following:

1. Reinforcing Mesh for EIFS, General: Not less than weight required to meet impact-performance level specified in "Performance Requirements" Article.

F. Base-Coat Materials: EIFS manufacturer's standard mixture complying with one (1) of the following:

1. Job-mixed formulation of Portland cement complying with ASTM C 150, Type I, white or natural color; and manufacturer's standard polymer-emulsion adhesive designed for use with Portland cement.
2. Job-combined formulation of manufacturer's standard polymer-emulsion adhesive and manufacturer's standard dry mix containing Portland cement.
3. Factory-blended dry formulation of Portland cement, dry polymer admixture, and inert fillers to which only water is added at Project site.
4. Factory-mixed non-cementitious formulation of polymer-emulsion adhesive and inert fillers that is ready to use without adding other materials.

G. Primer: EIFS manufacturer's standard factory-mixed, elastomeric-polymer primer for preparing base-coat surface for application of finish coat.

H. Finish-Coat Materials: EIFS manufacturer's standard acrylic-based coating complying with the following:

1. Factory-mixed formulation of polymer-emulsion binder, colorfast mineral pigments, sound stone particles, and fillers.
2. Colors and Textures: As selected by Architect and Owner from manufacturer's entire rangeto match existing.

I. Water: Potable.

J. Trim Accessories: Type as designated or required to suit conditions indicated and to comply with EIFS manufacturer's written instructions; manufactured from UV-stabilized PVC; and complying with ASTM D 1784 and ASTM C 1063.

1. Casing Bead: Prefabricated, one-piece type for attachment behind insulation, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.

2. Drip Screed/Track: Prefabricated, one-piece type for attachment behind insulation with face leg extended to form a drip, of depth required to suit thickness of coating and insulation, with face leg perforated for bonding to coating and back leg.
3. Expansion Joint: Prefabricated, one-piece V profile; designed to relieve stress of movement.
4. Window Sill Flashing: Prefabricated type for both flashing and sloping sill over framing beneath windows; with end and back dams; designed to direct water to exterior.

2.4 MIXING

A. Comply with EIFS manufacturer's requirements for combining and mixing materials. Do not introduce admixtures, water, or other materials except as recommended by EIFS manufacturer. Mix materials in clean containers. Use materials within time period specified by EIFS manufacturer or discard.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roof edges, wall framing, flashings, openings, substrates, and junctures at other construction for suitable conditions where EIFS will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Begin coating application only after surfaces are dry.
2. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Protect contiguous work from moisture deterioration and soiling caused by application of EIFS. Provide temporary covering and other protection needed to prevent spattering of exterior finish coats on other work.

B. Protect EIFS, substrates, and wall construction behind them from inclement weather during installation. Prevent penetration of moisture behind EIFS and deterioration of substrates.

C. Prepare and clean substrates to comply with EIFS manufacturer's written instructions to obtain optimum bond between substrate and adhesive for insulation.

3.3 EIFS INSTALLATION, GENERAL

A. Comply with ASTM C 1397, ASTM E 2511, and EIFS manufacturer's written instructions for installation of EIFS as applicable to each type of substrate.

3.4 SUBSTRATE PROTECTION APPLICATION

A. Flexible-Membrane Flashing: Apply and lap to shed water; seal at openings, penetrations, and terminations. Prime substrates with flashing primer if required and install flashing.

3.5 TRIM INSTALLATION

A. Trim: Apply trim accessories at perimeter of EIFS, at expansion joints, and elsewhere as indicated. Coordinate with installation of insulation.

1. Drip Screed/Track: Use at bottom edges of EIFS unless otherwise indicated.
2. Expansion Joint: Use where indicated on Drawings.
3. Casing Bead: Use at other locations.

3.6 INSULATION INSTALLATION

A. Board Insulation: Adhesively attach insulation to substrate in compliance with ASTM C 1397 and the following:

1. Sheathing: Apply adhesive to insulation by notched-trowel method in a manner that results in coating the entire surface of sheathing with adhesive once insulation is adhered to substrate. Apply adhesive to a thickness of not less than ¼-inch for factory mixed and not less than 3/8-inch for field mixed, measured from surface of insulation before placement.
2. Concrete or Masonry: Apply adhesive by ribbon-and-dab method.
3. Press and slide insulation into place. Apply pressure over the entire surface of insulation to accomplish uniform contact, high initial grab, and overall level surface.
4. Allow adhered insulation to remain undisturbed for not less than 24 hours, before beginning rasping and sanding insulation or before applying base coat and reinforcing mesh.
5. Apply insulation over dry substrates in courses with long edges of boards oriented horizontally.
6. Begin first course of insulation from screed/track and work upward. Work from perimeter casing beads toward interior of panels if possible.
7. Stagger vertical joints of insulation boards in successive courses to produce running bond pattern. Locate joints so no piece of insulation is less than 12 inches wide or 6 inches high. Offset joints not less than 6 inches from corners of window and door openings.

    a. Adhesive Attachment: Offset joints of insulation not less than 6 inches from horizontal and 4 inches from vertical joints in sheathing.

8. Interlock ends at internal and external corners.
9. Abut insulation tightly at joints within and between each course to produce flush, continuously even surfaces without gaps or raised edges between boards. If gaps greater than 1/16-inch occur, fill with insulation cut to fit gaps exactly; insert insulation without using adhesive or other material.
10. Cut insulation to fit openings, corners, and projections precisely and to produce edges and shapes complying with details indicated.
11. Rasp or sand flush entire surface of insulation to remove irregularities projecting more than 1/16-inch from surface of insulation and to remove yellowed areas due to sun exposure; do not create depressions deeper than 1/16-inch. Prevent airborne dispersal and immediately collect insulation raspings or sandings.
12. Interrupt insulation for expansion joints where indicated.
13. Form joints for sealant application by leaving gaps between adjoining insulation edges and between insulation edges and dissimilar adjoining surfaces. Make gaps wide enough to produce joint widths indicated after encapsulating joint substrates with base coat and reinforcing mesh.
14. Form joints for sealant application with back-to-back casing beads for joints within EIFS and with perimeter casing beads at dissimilar adjoining surfaces. Make gaps between casing beads and between perimeter casing beads and adjoining surfaces of width indicated.
15. Fully wrap board edges with strip reinforcing mesh.
16. Treat exposed edges of insulation as follows:

a. Except for edges forming substrates of sealant joints, encapsulate with base coat, reinforcing mesh, and finish coat.
b. Encapsulate edges forming substrates of sealant joints within EIFS or between EIFS and other work with base coat and reinforcing mesh.
c. At edges trimmed by accessories, extend base coat, reinforcing mesh, and finish coat over face leg of accessories.

17. Coordinate installation of flashing and insulation to produce wall assembly that does not allow water to penetrate behind flashing and EIFS lamina.

B. Expansion Joints: Install at locations indicated, where required by EIFS manufacturer, and as follows:

1. At expansion joints in substrates behind EIFS.
2. Where EIFS adjoin dissimilar substrates, materials, and construction, including other EIFS.
3. Where wall height or building shape changes.
4. Where EIFS manufacturer requires joints in long continuous elevations.

3.7 BASE-COAT INSTALLATION

A. Base Coat: Apply to exposed surfaces of insulation in minimum thickness recommended in writing by EIFS manufacturer, but not less than 1/16-inch dry-coat thickness.

B. Reinforcing Mesh: Embed reinforcing mesh in wet base coat to produce wrinkle-free installation with mesh continuous at corners, overlapped not less than 2½ inches or otherwise treated at joints to comply with ASTM C 1397 and EIFS manufacturer's written instructions. Do not lap reinforcing mesh within 8 inches of corners. Completely embed mesh, applying additional base-coat material if necessary, so reinforcing-mesh color and pattern are invisible.

C. Double-Layer Reinforcing-Mesh Application: Where indicated or required, apply second base coat and second layer of reinforcing mesh, overlapped not less than 2½ inches or otherwise treated at joints to comply with ASTM C 1397 and EIFS manufacturer's written instructions in same manner as first application. Do not apply until first base coat has cured.

D. Additional Reinforcing Mesh: Apply strip reinforcing mesh around openings, extending 4 inches beyond perimeter. Apply additional 9-by-12-inch strip reinforcing mesh diagonally at corners of openings (re-entrant corners). Apply 8-inch-wide, strip reinforcing mesh at both inside and outside corners unless base layer of mesh is lapped not less than 4 inches on each side of corners.

1. Embed strip reinforcing mesh in base coat before applying first layer of reinforcing mesh.

3.8 FINISH-COAT INSTALLATION

A. Primer: Apply over dry base coat according to EIFS manufacturer's written instructions.

B. Finish Coat: Apply over dry primed base coat, maintaining a wet edge at all times for uniform appearance, in thickness required by EIFS manufacturer to produce a uniform finish of color and texture matching approved sample and free of cold joints, shadow lines, and texture variations.

3.9 CLEANING AND PROTECTION

A. Remove temporary covering and protection of other work. Promptly remove coating materials from window and door frames and other surfaces outside areas indicated to receive EIFS coatings.

END OF SECTION 072413

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Asphalt shingles.
2. Underlayment.
3. Roof vents.
4. Metal flashing and trim.

B. Related Sections:

1. Section 061000 "Rough Carpentry" for wood blocking and framing.
2. Section 061600 "Sheathing" for vented wood deck roof and plywood wall sheathing.
3. Section 076200 "Sheet Metal Flashing and Trim" for metal flashings.

1.3 DEFINITION

A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples: For each exposed product and for each color and texture specified.

1. Asphalt Shingles: Full size.
2. Ridge and Hip Cap Shingles: Full size.
3. Roof Vent: 12-inch-long Sample.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.

C. Evaluation Reports: For each type of asphalt shingle and synthetic underlayment required, from the ICC.

D. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of asphalt shingle to include in maintenance manuals.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 100 sq. ft of each type, in unbroken bundles.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture according to manufacturer's written instructions.

B. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.

C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.11 PROJECT CONDITIONS

A. Environmental Limitations: Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.12 WARRANTY

A. Special Warranty: Standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Manufacturing defects.
b. Structural failures including failure of asphalt shingles to self-seal after a reasonable time.

2. Warranty includes asphalt shingles, underlayment, fasteners, roofing accessories, metal flashings, and other components of roofing system for an edge-to-edge warranty, which shall be <u>no-dollar-limit, non-prorated</u>.

a. Additionally, include manufacturer's wind rider of minimum 130 mph wind speed.

3. Material Warranty Period: Thirty (30) years from date of Substantial Completion.
4. Workmanship Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

A. Multi-Tab-Strip Asphalt Shingles: ASTM D 3462, “Architectural Style”, UL Rating of A and Wind Resistance Label; glass-fiber reinforced, mineral-granule surfaced, and self-sealing.

1. Basis-of-Design:

a. GAF Materials Corporation; **Timberline Ultra HD**

2. 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:

a. CertainTeed Corporation; **Landmark Premium**
b. Owens Corning; **Duration Premium**
c. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

3. Color and Blends: As selected by Architect and Owner from manufacturer's full range.

B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering Sheet Underlayment, Polyethylene Faced (Ice & Water Shield): ASTM D 1970, minimum of 40-mil-thick, slip-resisting, polyethylene-film-reinforced top surface laminated to SBS-modified asphalt adhesive, with release paper backing; cold applied.

1. 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:

a. Grace, W. R. & Co. - Conn
b. Johns Manville
c. Owens Corning
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.4 ROOF VENTS

A. Rigid Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.

1. 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:

a. Air Vent, Inc.; a Gibraltar Industries company
b. Cor-A-Vent, Inc.
c. GAF Materials Corporation
d. Owens Corning

e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.5 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch-diameter flat head and of sufficient length to penetrate ¾-inch into solid wood decking or extend at least 1/8-inch through plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

2.6 METAL FLASHING AND TRIM

A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.

B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

B. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3½ inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven (7) days.

3.3 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."

3.4 ASPHALT SHINGLE INSTALLATION

A. General: Install asphalt shingles according to manufacturer's written instructions and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.

1. Extend asphalt shingles ½-inch over fasciae at eaves and rakes.
2. Install starter strip along rake edge.

C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

D. Fasten asphalt shingle strips with a minimum of four (4) roofing nails located according to manufacturer's written instructions.

1. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.

E. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

F. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 073113

SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Standing-seam metal roof panels.

B. Related Sections:

1. Section 012300 “Alternates”.
2. Section 077253 "Snow Guards" for prefabricated devices designed to hold snow on the roof surface, allowing it to melt and drain off slowly.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site. **Refer to Section 070150.19 “Preparation for Reroofing” for additional items.**

1.4 ACTION SUBMITTALS

A. Product Data: For standing-seam metal roof panels. Include construction details, material descriptions, seam installation instructions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1½ inches per 12 inches.

C. Samples: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For standing-seam metal roof panels, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications:

1. An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.

b. Deterioration of metals and other materials beyond normal weathering.

1. Warranty Period: Twenty (20) years, non-prorated, no-dollar-limit, from date of Substantial Completion. Warranty includes metal panels, underlayment, fasteners, roofing accessories, metal flashings, and other components of roofing system for an edge-to-edge warranty.

a. Additionally, include manufacturer's wind rider of minimum 130 mph wind speed.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

C. Roofing Installer's Warranty: Signed by Installer, in which Installer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:

1. Wind and Other Design Loads: As indicated on Drawings, required by Building Code, or per authorities having jurisdiction.
2. Design and size components to withstand dead and live loads caused by positive and negative wind pressure for cladding as calculated in accordance with Section 1504.3 of the 2005 Connecticut State Building Code (CSBC).

B. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 1680 or ASTM E 283 at the following test-pressure difference:

1. Test-Pressure Difference: 1.57 lbf/sq. ft.

C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 or ASTM E 331 at the following test-pressure difference:

1. Test-Pressure Difference: 6.24 lbf/sq. ft.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 STANDING-SEAM METAL ROOF PANELS

A. Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

2.3 CLIPLESS, STANDING-SEAM METAL ROOF PANELS

A. Manufacturers

1. Basis-of-Design:

a. Elevate, a Holcim Company; **Una-Clad UC-4**

2. Acceptable Manufacturers:

a. ATAS International, Inc.
b. Berridge Manufacturing Co.
c. Pac-Clad Peterson Aluminum, a Carlisle Corporation
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

B. Panels: Formed with attachment flanges at panel edges for direct mechanical attachment of panel to solid deck and designed for sequential installation by lapping and interconnecting side edges of adjacent panels.

1. Structural Support: Over solid deck.
2. Material: Aluminum
3. Panel Profile: Flat pan.
4. Seam Type: As standard with manufacturer.
5. Panel Coverage: 18 inches.
6. Panel Thickness: 0.040-inch.
7. Color: As selected by Architect and Owner from manufacturer's entire range.
8. Panel Height: 1.5 inches .
9. Attachment: Manufacturer's standard fasteners designed to withstand design loads.

2.4 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

2.5 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653, G90 coating designation or ASTM A792, Class AZ50 coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or pre-molded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Panel Fasteners: Self-tapping, stainless-steel screws designed to withstand design loads. All exposed fasteners, if required, shall be factory painted to match the color of the panels.

E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, one hundred percent (100%) solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape ½-inch-wide and 1/8-inch-thick.
2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.6 FABRICATION

A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.

E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
3. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.7 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Aluminum Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking, and that installation is within flatness tolerances required by metal roof panel manufacturer.

a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 INSTALLATION OF UNDERLAYMENT

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3½ inches. Roll laps with roller. Cover underlayment within fourteen (14) days.

1. Apply over the entire roof surface.

B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.4 INSTALLATION OF STANDING-SEAM METAL ROOF PANELS

A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Install screw fasteners in predrilled holes.
4. Locate and space fastenings in uniform vertical and horizontal alignment.
5. Install flashing and trim as metal panel work proceeds.
6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
7. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
8. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Clipless, Standing-Seam Metal Roof Panel Installation: Fasten metal panels to supports with screw fasteners at each lapped joint at location and spacing recommended by manufacturer.

E. Panel Joints: Fasten panel joints to substrate in accordance with manufacturer's instructions.

1. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
2. Panels must be seamed according to Manufacturer’s instructions for the specific panel used.
3. Perform field cutting of panels and related sheet metal components by means of hand or electric shears. At no time shall a hot/friction saw be used.
4. Watertight Installation:

    a. Apply a continuous ribbon of sealant or tape to seal joints of metal panels, using sealant or tape as recommended in writing by manufacturer as needed to make panels watertight.
    b. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
    c. At panel splices, nest panels with minimum 6-inch end lap, sealed with sealant and fastened together by interlocking clamping plates.

5. Remove protective film immediately after installation.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.

G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions and approved Shop Drawings, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with mastic sealant (concealed within joints).

H. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer. Do not place utility penetrations through the panel seams.

3.5 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of ¼-inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles. Refer to manufacturer’s product data for specific tolerances.

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.

3.7 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113.16

SECTION 074213.13 - FORMED METAL WALL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Concealed-fastener, lap-seam metal wall panels.
2. Custom vented flashing by metal panel manufacturer.

1.3 PRE-INSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of wall panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1½ inches per 12 inches:

C. Samples: For each type of exposed component required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches long by actual panel width. Include fasteners, closures, and other metal panel accessories.
2. Trim and Closures: 24 inches long. Include fasteners and other exposed accessories.
3. Accessories: 24-inch-long Samples for each type of accessory.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Exterior elevations drawn to scale and coordinating penetrations and wall-mounted items. Show the following:

1. Wall-mounted items including doors, windows, louvers, and lighting fixtures.
2. Penetrations of wall by pipes and utilities.

B. Qualification Data: For Installer.

C. Product Test Reports: For each product, for tests performed by a qualified testing agency.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Source Limitations: Obtain all components of the metal wall panel system from single manufacturer. Secondary products that are requested shall be recommended and approved in writing by the manufacturer.

C. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal wall panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal wall panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate metal panel installation with rain drainage work, flashing, trim, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

A. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Delta E units when tested according to ASTM D2244.

b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: Thirty (30) years from date of Substantial Completion.

B. Installer's Warranty: Signed by Installer, in which Installer agrees to repair or replace components of panel system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:

1. Wind Loads: As required by authorities having jurisdiction.
2. Deflection Limits: For wind loads, no greater than 1/180 of the span.

B. Air Infiltration: Air leakage through assembly of not more than 0.06 cfm/sq. ft. when tested according to ASTM E 283 at the following test-pressure difference:

1. Test-Pressure Difference: 30 psi.

C. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:

1. Test-Pressure Difference: 30 psi.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 STANDING-SEAM METAL WALL PANELS

A. Provide factory-formed metal panels designed to be field assembled by interlocking side edges of adjacent panels and mechanically attaching through panel to sheathing using concealed fasteners and factory-applied sealant. Include accessories required for weathertight installation.

B. Standing-Seam Metal Wall Panels: Formed with self-locking integral fastening flange.

1. Basis-of-Design:

a. Elevate, a Holcim Company, **UNA-CLAD UC-4**

2. Manufacturers: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. ATAS International, Inc.

b. Berridge Manufacturing Co.
c. Pac-Clad Peterson Aluminum, a Carlisle Corporation
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

3. Aluminum Sheet: Coil-coated sheet, ASTM B 209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

a. Thickness: Minimum 0.040-inch.
b. Surface: Smooth, flat finish
c. Exterior Finish: Two-coat fluoropolymer.
d. Color: As selected by Architect and Owner from manufacturer's entire range.

4. Panel Coverage: Minimum 18 inches.
5. Panel Height: Minimum 1½ inches.

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.

2.4 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645, cold-formed, metallic-coated steel sheet, ASTM A 653, G90 coating designation or ASTM A 792, Class AZ50 aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal panels.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Manufacturer to provide custom flashing profiles at underside of wall panel as detailed in Drawings, with perforations at locations shown. Provide insect screening at perforations.

E. Panel Fasteners: Self-tapping screws designed to withstand design loads. Where exposed fasteners are unavoidable, provide heads with matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.

F. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are non-staining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, one hundred percent (100%) solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape ½-inch-wide and 1/8-inch-thick.
2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
4. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.6 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Aluminum Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than seventy percent (70%) polyvinylidene fluoride (PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of work.

1. Examine wall framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal wall panel manufacturer.
2. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking, and that installation is within flatness tolerances required by metal wall panel manufacturer.

B. Examine roughing-in for components and systems penetrating metal wall panels to verify actual locations of penetrations relative to seam locations of metal wall panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 INSTALLATION OF UNDERLAYMENT

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3½ inches. Roll laps with roller. Cover underlayment within fourteen (14) days.

1. Apply over the entire wall surface.

B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

1. Install custom flashings per Drawings and manufacturer’s instructions.

3.4 INSTALLATION OF PANELS

A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels.
2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until flashings that will be concealed by metal panels are installed.
3. Panels must be seamed according to Manufacturer’s instructions for the specific panel used.
4. Perform field cutting of panels and related sheet metal components by means of hand or electric shears. At no time shall a hot/friction saw be used.
5. Install screw fasteners in predrilled holes.
6. Locate and space fastenings in uniform vertical and horizontal alignment.

7. Install flashing and trim as metal panel work proceeds.
8. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
9. Align bottoms of metal panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
10. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Aluminum Panels: Use aluminum or stainless-steel fasteners for surfaces exposed to the exterior.
2. Fasten metal panels to supports with screw fasteners at each lapped joint at location and spacing recommended by manufacturer.

C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

D. Standing-Seam Metal Panels: Fasten metal panels to supports with fasteners at each joint at location and spacing recommended by manufacturer.

1. Apply panels and associated items true to line for neat and weathertight enclosure.
2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
5. Flash and seal panels with weather closures at perimeter of all openings.

E. Miscellaneous Materials Installation: Install miscellaneous materials with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal wall panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.

F. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently waterproof, form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with mastic sealant (concealed within joints).

3.5 TOLERANCES

A. Installation Tolerances:

1. Maximum Alignment per Panel Variation: 1/8-inch.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.

C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074213.13

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Styrene-butadiene-styrene (SBS) modified bituminous membrane roofing.
2. Roof insulation.
3. Walkways.

B. Related Sections:

1. Section 012300 “Alternates” for work of this Section included in alternates.
2. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
3. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
4. Section 077100 "Roof Specialties" for premanufactured roof edge fasciae and gravel stops.
5. Section 077129 "Manufactured Roof Expansion Joints" for proprietary manufactured roof expansion-joint assemblies.
6. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
7. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Roofing Conference: Conduct conference at Project site. **Refer to Section 070150.19 “Preparation for Reroofing” for additional items.**

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Tapered insulation, including slopes.
5. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.

6. Crickets, saddles, and tapered edge strips, including slopes.
7. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples: For the following products:

1. Sheet roofing materials, including roofing membrane base sheet, flashing backer sheet, membrane cap sheet and flashing sheet, of color specified.
2. Roof insulation.
3. Walkway pads or rolls, of color required.
4. Six (6) insulation fasteners of each type, length, and finish.

D. Wind Uplift Resistance Submittal: For roofing system indicating compliance with wind uplift performance requirements.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer, manufacturer, and testing agency.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

a. Submit evidence of complying with performance requirements.

2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roof membrane and insulation, tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of membrane roofing system, from ICC-ES.

E. Field quality-control reports.

F. Sample Warranties: For manufacturer’s special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.

1. Protect stored liquid material from direct sunlight.
2. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources.

1. Store in a dry location.
2. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, roofing accessories, metal flashings, roof drainage fabrications, and other components of roofing system for an edge-to-edge warranty.

a. Additionally, include manufacturer's wind rider of minimum 130 mph wind speed.

2. Warranty Period: Twenty (20) years, <u>non-prorated</u>, <u>no-dollar-limit</u>, from date of Substantial Completion.

B. Roofing Installer's Warranty: Signed by Installer, in which Installer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

C. Provide self-adhesive emblems for each roof hatch, door, or access way, notifying the user of the roof condition, precautionary measures and other conditions of use or maintenance of the roofing membranes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design:

1. Elevate Building Products, a Holcim Company

B. 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. Siplast, Inc.
2. Soprema US
3. Carlisle SynTec Incorporated
4. Johns Manville, a Berkshire Hathaway company
5. GAF Materials Corporation
6. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

C. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturer approved by roof membrane manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing system and flashings shall remain watertight.

1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Roofing System Design: Tested by a qualified testing agency to resist the uplift requirements as indicated on the Drawings.

D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class C; for application and roof slopes indicated; testing by a qualified testing agency.

1. Identify products with appropriate markings of applicable testing agency.

E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated.

1. Identify products with appropriate markings of applicable testing agency.

2.3 ROOFING SHEET MATERIALS

A. Roofing Membrane Base Sheet: ASTM D 6163, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with glass fiber fabric); smooth surfaced; suitable for application method specified.

B. Granule-Surface Roofing Membrane Cap Sheet: ASTM D 6164, Grade G, Type I, SBS-modified asphalt sheet (reinforced with polyester fabric); granular surfaced; suitable for application method specified, and as follows:

1. Sheet Color: White.
2. Granule Color: White.

2.4 BASE FLASHING SHEET MATERIALS

A. Backer Sheet: ASTM D 6163, Grade S, Type I or II, SBS-modified asphalt sheet (reinforced with glass fiber fabric) smooth surfaced; suitable for application method specified.

B. Granule-Surfaced Flashing Sheet: ASTM D 6164, Grade G, Type I, SBS-modified asphalt sheet (reinforced with polyester fabric) granular surfaced; suitable for application method specified, and as follows:

1. Granule Color: As selected by Architect and Owner from manufacturer's entire range, <u>to match cap sheet</u>.

2.5 ACCESSORY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.

1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.

B. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

C. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1-by-1/8-inch-thick; with anchors.

D. Cold-Applied Asphalt Adhesive: ASTM D 3019, Type III, roof membrane manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive, specially formulated for compatibility and use with roofing membrane and base flashings.

E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.

F. Mastic Sealant: Polyisobutylene, plain or modified bitumen; nonhardening, nonmigrating, non-skinning, and nondrying.

G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

H. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with one hundred percent (100%) passing No. 8 sieve and ninety-eight percent (98%) of mass retained on No. 40 sieve, color to match roofing membrane.

I. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

J. Penetration Flashing: Two-part, liquid-applied flashing material that cures to a durable, elastomeric film. Flashing system consists of primer, flashing cement, and polyester scrim.

1. System must be compatible with roofing membrane system and be part of the warranty.

2.6 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by roof membrane manufacturer.

B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, felt or glass-fiber mat facer on both major surfaces.

1. Compressive Strength: 25 psi.

C. Perlite Board Insulation: ASTM C 728, Type 1, rigid, mineral-aggregate thermal insulation board composed of expanded perlite, cellulosic fibers, binders, and waterproofing agents with top surface seal coated.

D. Tapered Insulation: Provide factory-tapered insulation boards.

1. Material: Match roof insulation.
2. Minimum Thickness: ¼-inch.
3. Slope:

a. Roof Field: ¼-inch per foot unless otherwise indicated on Drawings.
b. Saddles and Crickets: ½-inch per foot unless otherwise indicated on Drawings.

2.7 INSULATION ACCESSORIES AND COVER BOARD

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Full-spread spray-applied, low-rise, two-component urethane adhesive.

D. Insulation Cant Strips: ASTM C 728, perlite insulation board.

E. Wood Nailer Strips: Comply with requirements in Section 061000 "Rough Carpentry."

F. Tapered Edge Strips: ASTM C 728, perlite insulation board.

G. Cover Board: ASTM C 1289, Type II, Class 4, Grade 2, polyisocyanurate board substrate with glass-fiber mat facer on both major surfaces.

2.8 WALKWAYS

A. Walkway Pads: Reinforced asphaltic composition pads with slip-resisting mineral-granule surface, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 3/8-inch-thick, minimum.

1. Pad Size: Manufacturer’s standard.

2. Color: In contrasting color of roofing membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation in accordance with roofing system manufacturer's written instructions.

1. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction.

1. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's recommendations.

1. Submit test result within 24 hours of performing tests.

a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 INSTALLATION, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast.

1. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Substrate-Joint Penetrations: Prevent roofing adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.4 INSULATION INSTALLATION

A. Coordinate installation of roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Nailer Strips: Mechanically fasten 4-inch nominal-width wood nailer strips of same thickness as insulation perpendicular to sloped roof deck at the following spacing:

1. 48 inches apart for roof slopes greater than 3 inches per 12 inches (3:12).

D. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.

E. Install tapered insulation under area of roofing to conform to slopes indicated.

F. Install insulation boards with long joints in a continuous straight line with end joints staggered between rows, abutting edges, and ends between boards. Fill gaps exceeding ¼-inch with insulation.

1. Cut and fit insulation within ¼-inch of nailers, projections, and penetrations.

G. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or more, install two (2) or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

1. Where installing composite and non-composite insulation in two (2) or more layers, install non-composite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.

H. Trim surface of insulation boards where necessary at roof drains so completed surface is flush and does not restrict flow of water.

I. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

J. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
2. Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

K. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 6 inches in each direction from joints of insulation below. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.

1. Set in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.5 ROOFING MEMBRANE INSTALLATION, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing".

B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.

C. Where roof slope exceeds ¾-inch per 12 inches (1:18), install roofing membrane sheets parallel with slope.

1. Backnail roofing sheets to nailer strips according to roofing system manufacturer's written instructions.

D. Coordinate installation of roofing system so insulation and other components of the roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

1. Provide tie-offs at end of each day's work to cover exposed roofing sheets and insulation with a course of coated felt set in roofing cement, with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

A. Install modified bituminous roofing membrane base sheet and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing in one (1) of the following ways:

1. Adhere to substrate in a uniform coating of cold-applied adhesive.
2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.

B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.

1. Repair tears and voids in laps and lapped seams not completely sealed.
2. Apply roofing granules to cover exuded bead at laps while bead is hot.

C. Install roofing sheets so side and end laps shed water.

3.7 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions, and as follows:

1. Prime substrates with asphalt primer if required by roofing system manufacturer.
2. Backer Sheet Application:

a. Adhere backer sheet over roofing membrane at cants in cold-applied adhesive.

3. Flashing Sheet Application: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer.

B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.

C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.

1. Seal top termination of base flashing.

D. Penetration Flashing: Tape off area to be flashed. Prime protrusion with system approved primer. Apply system base coat. While tacky, embed system polyester scrim. Apply system topcoat. Remove masking tape.

E. Install roofing cap-sheet stripping where metal flanges and edgings are set on roofing according to roofing system manufacturer's written instructions.

F. Roof Drains: Set 30-by-30-inch 4-pound metal flashing in bed of asphaltic adhesive on completed roofing membrane.

1. Cover metal flashing with roofing cap-sheet stripping and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane.
2. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
3. Install stripping according to roofing system manufacturer's written instructions.

3.8 WALKWAY INSTALLATION

A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.

1. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Architect.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

1. Notify Architect and Owner 48 hours in advance of date and time of inspection.

C. Roofing system will be considered defective if it does not pass tests and inspections.

1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.10 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period.

1. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

END OF SECTION 075216

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof insulation.
3. Walkways.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
3. Section 077100 "Roof Specialties" for manufactured copings and roof edge flashings.
4. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
5. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.3 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Conduct conference at Project site. **Refer to Section 070150.19 “Preparation for Reroofing” for additional items.**

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
5. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Samples: For the following products:

1. Roof membrane and flashings of color required.

2. Walkway pads or rolls, of color required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

a. Submit evidence of complying with performance requirements.

2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For components of roofing membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.

1. Field Test Reports:
2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

E. Field quality-control reports.

F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, metal flashing, roofing accessories, and other components of roofing system for an edge-to-edge warranty, which shall be no-dollar-limit, non-prorated.

a. Additionally, include manufacturer's wind rider of minimum 130 mph wind speed.

2. Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain components including roof insulation, metal flashing and fasteners for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.

1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Roofing System Design: Tested by a qualified testing agency to resist the uplift requirements as indicated on the Drawings.

D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.3 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

A. EPDM: ASTM D 4637, Type I, non-reinforced, EPDM sheet.

1. Basis-of-Design Product: Elevate Building Products, a Holcim Company

2. 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:

a. Carlisle Syntec Incorporated
b. Johns Manville
c. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

3. Thickness: 60 mils, nominal.
4. Exposed Face Color: Black.

2.4 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:

a. Plastic Foam Adhesives: 50 g/L.
b. Multipurpose Construction Adhesives: 70 g/L.
c. Fiberglass Adhesives: 80 g/L.
d. Single-Ply Roof Membrane Adhesives: 250 g/L.
e. Single-Ply Roof Membrane Sealants: 450 g/L.
f. Nonmembrane Roof Sealants: 300 g/L.
g. Sealant Primers for Nonporous Substrates: 250 g/L.
h. Sealant Primers for Porous Substrates: 775 g/L.
i. Other Adhesives and Sealants: 250 g/L.

B. Sheet Flashing: 60-mil-thick EPDM, partially cured or cured according to application.

C. Base Sheet: ASTM D 4601, Type II; fiber glass-reinforced asphalt-coated lightweight base sheet.

D. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

E. Bonding Adhesive: Manufacturer's standard, water-based or low-VOC solvent based.

F. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 6-inch-wide minimum, butyl splice tape with release film.

G. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.

H. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.

I. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1-by-1/8-inch-thick; with anchors.

J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.

K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

L. Penetration Flashing: Two-part, liquid-applied flashing material that cures to a durable, elastomeric film. Flashing system consists of primer, flashing cement, and polyester scrim.

1. Basis of Design:

a. Johns Manville; **PermaFlash System**

2. 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:

a. Elevate Building Products, a Holcim company
b. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

3. System must be compatible with roofing membrane system and be part of the warranty.

2.5 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.

B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 3, glass-fiber mat facer on both major surfaces.

1. Compressive Strength: 25 psi.

C. Tapered Insulation: Provide factory-tapered insulation boards.

1. Material: Match roof insulation
2. Minimum Thickness: ¼-inch.
3. Slope: As indicated on the Drawings.

D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.6 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.

C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

D. Cover Board: ASTM C 1289, Type II, Class 4, Grade 2, polyisocyanurate board substrate with glass-fiber mat facer on both major surfaces, with minimum compressive strength of 80 psi.

2.7 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16-inch-thick and acceptable to roofing system manufacturer.

1. Size: Approximately 36 by 60 inches.
2. Color: Contrasting with membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.

1. Submit test result within 24 hours of performing tests.

a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.

3.3 ROOFING INSTALLATION, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 INSULATION INSTALLATION-

A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Mechanically fasten base sheet to roof deck using mechanical fasteners specifically designed and sized for fastening base sheet to cementitious wood-fiber decks.

D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install two (2) or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

E. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches.

1. Trim insulation so that water flow is unrestricted.

F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding ¼-inch with insulation.

1. Cut and fit insulation within ¼-inch of nailers, projections, and penetrations.

G. Mechanically Fastened and Adhered Insulation (Metal Decks): Install first layer of insulation and cover board to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
2. Set each subsequent layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
3. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and adhere to insulation.

3.5 ADHERED MEMBRANE ROOFING INSTALLATION

A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

B. Unroll membrane roofing and allow to relax before installing.

C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

D. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.

F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.

G. Apply roof membrane with side laps shingled with slope of roof deck where possible.

H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
2. Apply lap sealant and seal exposed edges of roofing terminations.
3. After completion of seams, strip in with 6-inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.

I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.

1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
2. Apply lap sealant and seal exposed edges of roofing terminations.
3. After completion of seams, strip in with 6-inch composite EPDM seam tape centered over seam. Clean seam with splice primer prior to installing stripping.

J. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.

K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane roofing in place with clamping ring.

3.6 FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.

1. All flashing to be 8 inches minimum including all penetrations.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars, where indicated.

3.7 WALKWAY INSTALLATION

A. Flexible Walkways: Install walkway products in locations indicated. Provide 6-inch clearance between adjoining pads. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.8 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075323

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Formed roof-drainage sheet metal fabrications.
2. Formed low-slope roof sheet metal fabrications.
3. Formed steep-slope roof sheet metal fabrications.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 077200 "Roof Accessories" for equipment supports, vents, and other manufactured roof accessory units.

1.3 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.

9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches (1:5).

C. Samples: For each type of sheet metal and accessory indicated with factory-applied finishes.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Sample Warranty: For special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.9 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Wind Design Standard: Manufacture and install roof edge flashings tested according to Chapter 16 of the International Building Code and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.

1. Exposed Coil-Coated Finish:

a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

2. Color: As selected by Architect and Owner from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

B. Slip Sheet: Rosin-sized building paper, 3 lb./100 sq. ft. minimum.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless-steel.

C. Sealant Tape: Pressure-sensitive, one hundred percent (100%) solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, non-sag, nontoxic, non-staining tape ½-inch-wide and 1/8-inch-thick.

D. Elastomeric Sealant: ASTM C 920, elastomeric polysulfide polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

F. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of ¼-inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

F. Seams (Aluminum): Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

G. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch-long sections. Furnish flat-stock gutter brackets and twisted gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.

1. Gutter Profile: As indicated on Drawings.
2. Expansion Joints: Lap type.
3. Fabricate from the following materials:

a. Aluminum: 0.050-inch-thick.

B. Downspouts: Fabricate downspouts in rectangular profile and dimensions as indicated on Drawings <u>to match existing</u>, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.

1. Fabricate from the following materials:

a. Aluminum: 0.040-inch-thick.

C. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch-wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof Caps, Fasciae, and Other Exposed Flashings: Fabricate in minimum 96-inch-long, but not exceeding 12-foot-long sections. Furnish with 6-inch-wide, joint cover plates.

1. Joint Style: Overlapped, 4 inches wide.
2. Fabricate from the following materials:

a. Aluminum: 0.050-inch-thick.

B. Base Flashing: Fabricate from the following materials:

1. Aluminum: 0.040-inch-thick.

C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

D. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions.

1. Aluminum: 0.024-inch-thick.
2. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
3. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
4. Accessories:

a. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Valley Flashing: Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

B. Drip Edges: Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick, hemmed.

C. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

D. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

E. Roof-Penetration Flashing: Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick.

F. Roof-to-Wall Transition: Fabricate from the following materials:

1. Aluminum: 0.032-inch-thick, hemmed.

2.9 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Sill Flashing, Closure Panels, Etc.: Fabricate from the following materials:

1. Aluminum: 0.063-inch-thick, hemmed where indicated.

B. Drip Edges: Extend at least 3 inches into wall and ½-inch out from wall, with outer edge bent down 30 degrees and hemmed. Fabricate from the following materials:

2. Stainless Steel: 24-gauge-thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

B. Apply slip sheet, wrinkle free, directly on substrate before installing sheet metal flashing and trim.

3.3 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Attach each cleat with at least two (2) fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.
6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch-deep, filled with sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1¼ inches for nails and not less than ¾ inch for wood screws.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1-inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for fifty percent (50%) movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters: Join sections with joints sealed with sealant soldered joints. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.

1. Fasten gutter spacers to front and back of gutter.
2. Anchor and loosely lock back edge of gutter to continuous eave or apron flashing.
3. Anchor gutter with gutter brackets spaced not more than 24 inches apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
4. Install gutter with expansion joints at locations not exceeding 50 feet apart. Install expansion-joint caps.

C. Downspouts: Join sections with 1½ inch telescoping joints.

1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at existing locations minimum, but at top and bottom and at approximately 60 inches o.c.
2. Provide elbows at base of exposed downspout onto concrete splash blocks to direct water away from building.
3. Connect downspouts to underground drainage system where available.

D. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.

1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.

E. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Fasciae and Other Exposed Flashings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.

C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.

D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches and bed in sealant. Secure in waterproof manner by means of interlocking folded seam or blind rivets and sealant unless otherwise indicated.

E. Counterflashing: End counterflashing at termination bars as indicated on Drawings. Seal termination bar with sealant as specified in Section 079200 “Sealants”.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of ¼-inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.7 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 077100 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Roof-edge specialties.

B. Related Requirements:

1. Section 012300 “Alternates” for work of this section included in alternates.
2. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
3. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
4. Section 077200 "Roof Accessories" for equipment supports, vents, and other manufactured roof accessory units.
5. Section 079200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

C. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, roofing-system testing and inspecting agency representative, roofing Installer, roofing-system manufacturer's representative, Installer, structural-support Installer, and installers whose work interfaces with or affects roof specialties, including installers of roofing materials and accessories.
2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
4. Detail termination points and assemblies, including fixed points.

5. Include details of special conditions.

C. Samples: For each type of roof specialty and for each color and texture specified.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

B. Product Test Reports: For roof-edge flashings, for tests performed by a qualified testing agency.

C. Sample Warranty: For manufacturer's special warranty.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are tested to specified design pressure.

B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section “Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing” or Section 075323 “Ethylene-Propylene-Diene-Monomer (EPDM) Roofing”.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication and indicate measurements on Shop Drawings.

B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.9 WARRANTY

A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 075216 “Styrene-Butadiene-Styrene (SBS) Modified Bituminous Membrane Roofing” or Section 075323 “Ethylene-Propylene-Diene-Monomer (EPDM) Roofing”.

B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.

b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

B. Wind Design Standard: Manufacture and install copings and roof-edge specialties tested according to Chapter 16 of the International Building Code and capable of resisting the following design pressures:

1. Design Pressure: As indicated on Drawings.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 ROOF-EDGE SPECIALTIES

A. Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.

1. 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:

a. Elevate Building Products, a Holcim Company
b. Carlisle Syntec Incorporated
c. GAF
d. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, minimum 0.050-inch-thick but thickness as required to meet performance requirements.

a. Surface: Smooth, flat finish.
b. Finish: Two-coat fluoropolymer.
c. Color: As selected by Architect and Owner from manufacturer's entire range, <u>to match existing</u>.

3. Corners: Factory mitered and continuously welded.
4. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.

5. Receiver: Manufacturer's standard material and thickness.

B. One-Piece Gravel Stops : Manufactured, one-piece, metal gravel stop in section lengths not exceeding 12 feet, with a horizontal flange and vertical leg, fascia, and concealed splice plates of same material, finish, and shape as gravel stop. Provide matching corner units.

1. 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:

a. Elevate Building Products, a Holcim Company
b. Carlisle Syntec Incorporated
c. GAF
d. Johns Manville
e. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
f. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Formed Aluminum Sheet Gravel Stops: Aluminum sheet, minimum 0.050-inch but thickness as required to meet performance requirements.

a. Surface: Smooth, flat finish.
b. Finish: Two-coat fluoropolymer.
c. Color: As selected by Architect and Owner from manufacturer's entire range, <u>to match existing</u>.

3. Corners: Factory mitered and continuously welded.
4. Accessories: Fascia extenders with continuous hold-down cleats.

C. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.

1. 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:

a. Elevate Building Products, a Holcim Company
b. Carlisle Syntec Incorporated
c. GAF
d. Perimeter Systems; a division of Southern Aluminum Finishing Company, Inc.
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Formed Aluminum Sheet Coping Caps: Aluminum sheet, 0.050-inch-thick.

a. Surface: Smooth, flat finish.
b. Finish: Two-coat fluoropolymer.
c. Color: As selected by Architect and Owner from manufacturer's full range, <u>to match existing</u>.

2.3 MATERIALS

A. Aluminum Sheet: ASTM B 209 alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

2.4 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.

B. Slip Sheet: Rosin-sized building paper, 3-lb./100 sq. ft. minimum.

2.5 MISCELLANEOUS MATERIALS

A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Aluminum: Aluminum or Series 300 stainless-steel.

B. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.6 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

D. Coil-Coated Aluminum Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than seventy percent (70%) PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.

C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install with adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

B. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

3.3 INSTALLATION, GENERAL

A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.

1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
2. Provide uniform, neat seams with minimum exposure of sealant.
3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
4. Torch cutting of roof specialties is not permitted.
5. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.

C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.

1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for fifty percent (50%) movement each way. Adjust setting proportionately for installation at higher ambient temperatures.

D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1¼ inches for nails and not less than ¾ inch for wood screws.

E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

3.4 ROOF-EDGE SPECIALTIES INSTALLATION

A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.

B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

C. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.

3.5 CLEANING AND PROTECTION

A. Clean off excess sealants.

B. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.

C. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077100

SECTION 077129 - MANUFACTURED ROOF EXPANSION JOINTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Bellows-type roof expansion joints.
2. Compressible tube type roof expansion joints.

B. Related Requirements:

1. Section 012300 "Alternates" for work of this section included in alternates.
2. Section 061000 "Rough Carpentry" for wooden curbs or cants for mounting roof expansion joints.
3. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-fabricated sheet metal expansion-joint systems, flashing, and other sheet metal items.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For roof expansion joints.

1. Include plans, elevations, sections, and attachment details.
2. Include details of splices, intersections, transitions, fittings, method of field assembly, and location and size of each field splice.
3. Provide isometric drawings of intersections, terminations, and changes in joint direction or planes, depicting how components interconnect with each other and adjacent construction to allow movement and achieve waterproof continuity.

C. Samples: For each exposed product and for each color specified, 6 inches in size.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each fire-barrier provided as part of a roof-expansion-joint assembly, for tests performed by a qualified testing agency.

C. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer of roofing membrane.

1.6 WARRANTY

A. Special Warranty: Manufacturer and Installer agree to repair or replace roof expansion joints and components that leak, deteriorate beyond normal weathering, or otherwise fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two (2) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Roof expansion joints shall withstand exposure to weather, remain watertight, and resist the movements indicated without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint seals, failure of connections, and other detrimental effects.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

C. Fire-Test-Response Characteristics: Provide fire-barrier assemblies with fire-test-response characteristics as determined by testing identical products, per test method indicated, by UL or another testing agency acceptable to authorities having jurisdiction. Assemblies shall be capable of anticipated movement while maintaining fire rating. Fire-barrier products shall bear classification marking of qualified testing agency.

2.2 BELLOWS-TYPE ROOF EXPANSION JOINTS

A. Source Limitations: Obtain bellows-type roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.

B. Flanged Bellows Roof Expansion Joint: Manufactured, continuous, waterproof, joint-cover assembly, consisting of exposed membrane bellows, laminated to flexible, closed-cell support foam, and secured along each edge to a 3- to 4-inch-wide metal flange for nailing to substrate. Provide each size and type indicated, factory-fabricated units for corner and joint intersections and horizontal and vertical transitions including those to other building expansion joints, splicing units, adhesives, and other components as recommended by roof-expansion-joint manufacturer for complete installation. Fabricate each assembly specifically for installation configuration indicated on Drawings.

1. 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:

a. Johns Manville; **Expand-O-Flash**
b. JointMaster, a division of InPro Corporation; **672**
c. MM Systems Corporation; **Series ERFL**
d. Substitutions: Under provision of Section 012500 “Substitution Procedures”.

2. Joint Movement Capability: Plus and minus fifty percent (+/-50%) of joint size.
3. Bellows: Neoprene flexible membrane, nominal 60 mils thick.

a. Color: Black.

4. Flanges: Aluminum, 0.032-inch-thick.

a. Form: As indicated on Drawings.
b. Mortar Flanges: Where flanges will be embedded in concrete or mortar, provide perforated-metal mortar flanges.

5. Fire Barrier: Manufacturer's standard fire-resistive joint system with ratings determined per ASTM E 119 to resist spread of fire and to accommodate building thermal movements without impairing its ability to resist the passage of fire and hot gases.

a. Fire-Resistance Rating: Not less than 2-hour.

2.3 COMPRESSIBLE TUBE-TYPE ROOF EXPANSION JOINTS

A. Source Limitations: Obtain roof expansion joints approved by roofing manufacturer and that are part of roofing membrane warranty.

B. Compressible Tube Roof Expansion Joint: Preformed, compressible, resilient, non-staining, non-waxing, non-extruding strips of closed-cell polyethylene foam, nonabsorbent to liquid water and gas, non-outgassing in unruptured state and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Fire Barrier: Manufacturer's standard fire-resistive joint system with ratings determined per ASTM E 119 to resist spread of fire and to accommodate building thermal movements without impairing its ability to resist the passage of fire and hot gases.

a. Fire-Resistance Rating: Not less than 2-hour.

2.4 MATERIALS

A. Aluminum: ASTM B 209 for sheet and plate, ASTM B 221 for extrusions; alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

1. Apply manufacturer's standard protective coating on aluminum surfaces to be placed in contact with cementitious or preservative-treated wood materials.
2. Mill Finish: As manufactured.

B. Neoprene Membrane: Neoprene sheet recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil; and as standard with roof-expansion-joint manufacturer for application.

C. Adhesives: As recommended by roof-expansion-joint manufacturer and with a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to withstand design loads.

1. Exposed Fasteners: Gasketed. Use screws with hex washer heads matching color of material being fastened.

E. Mineral-Fiber Blanket: ASTM C 665.

F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Examine roof-joint openings, inside surfaces of parapets, and expansion-control joint systems that interface with roof expansion joints, for suitable conditions where roof expansion joints will be installed.

C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Comply with manufacturer's written instructions for handling and installing roof expansion joints.

1. Anchor roof expansion joints securely in place, with provisions for required movement. Use fasteners, protective coatings, sealants, and miscellaneous items as required to complete roof expansion joints.
2. Install roof expansion joints true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
3. Provide for linear thermal expansion of roof expansion joint materials.
4. Provide uniform profile of roof expansion joint throughout its length; do not stretch or squeeze membranes.
5. Provide uniform, neat seams.
6. Install roof expansion joints to fit substrates and to result in watertight performance.
7. Torch cutting of roof expansion joints is not permitted.
8. Do not use graphite pencils to mark aluminum surfaces.

B. Splices: Splice roof expansion joints with materials provided by roof-expansion-joint manufacturer for this purpose, to provide continuous, uninterrupted, and waterproof joints.

C. Fire Barrier: Install fire barrier where indicated to provide continuous, uninterrupted fire resistance throughout length of roof expansion joint, including transitions and end joints.

D. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

3.3 PROTECTION

A. Protect roof expansion joints from foot traffic, displacement, or other damage.

B. Remove and replace roof expansion joints and components that become damaged by moisture or otherwise.

END OF SECTION 077129

SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipe supports.
2. Preformed flashing sleeves.
3. Concrete splash blocks.

B. Related Sections:

1. Section 076200 "Sheet Metal Flashing and Trim" for shop- and field-formed metal flashing, roof-drainage systems, roof expansion-joint covers, and miscellaneous sheet metal trim and accessories.
2. Section 077100 "Roof Specialties" for manufactured fasciae and roof edge flashings.
3. Section 077129 "Manufactured Roof Expansion Joints" for manufactured roof expansion-joint covers.

1.3 COORDINATION

A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.

B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of roof accessory.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof accessories.

1. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.

C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.

1.5 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:

1. Size and location of roof accessories specified in this Section.
2. Method of attaching roof accessories to roof or building structure.
3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
4. Required clearances.

B. Sample Warranties: For manufacturer’s special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

1.7 WARRANTY

A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Finish Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

2.2 PIPE AND DUCT SUPPORTS

A. Rubber Pipe Support Curbs: Provide manufacturer's standard low-profile rubber pipe support curbs.

1. Basis-of-Design Product:

a. Advanced Support Products; **EcoCurb REC 9S**

2. 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:

a. MIFAB, Inc.
b. Rugger Triangle Co. (The)
c. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.3 PREFORMED FLASHING SLEEVES

A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches high, with removable metal hood and slotted metal collar.

1. 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:

   a. Custom Solution Roof and Metal Products
   b. Thaler Metal USA Inc
   c. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Metal: Aluminum sheet, 0.063-inch-thick.
3. Diameter: As required.
4. Finish: Manufacturer's standard.

B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.

1. 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:

   a. Custom Solution Roof and Metal Products
   b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
   c. Thaler Metal USA Inc.
   d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Metal: Aluminum sheet, 0.063-inch-thick.
3. Height: 19 inches.
4. Diameter: As required.
5. Finish: Manufacturer's standard.

2.4 METAL MATERIALS

A. Aluminum Sheet: ASTM B 209, manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.

1. Mill Finish: As manufactured.
2. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

   a. Two-Coat Fluoropolymer Finish: AAMA 2605. System consisting of primer and fluoropolymer color topcoat containing not less than seventy percent (70%) polyvinylidene fluoride (PVDF) resin by weight.

B. Aluminum Extrusions and Tubes: ASTM B 221, manufacturer's standard alloy and temper for type of use, finished to match assembly where used; otherwise mill finished.

C. Galvanized-Steel Tube: ASTM A 500, round tube, hot-dip galvanized according to ASTM A 123.

D. Steel Pipe: ASTM A 53, galvanized.

2.5 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.

B. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1½ inches thick.

C. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

D. Underlayment:

1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, non-perforated.
2. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
3. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.

E. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide non-removable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:

1. Fasteners for Zinc-Coated Steel: Series 300 stainless-steel or hot-dip zinc-coated steel according to ASTM A 153 or ASTM F 2329.
2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless-steel.

F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.

G. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.

H. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.

I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

J. Concrete Splash Blocks: 2-foot-long x 1-foot-wide flared concrete splash block pitched to drain away from the building, with side walls and textured finish.

2.6 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Baked-Enamel or Powder-Coat Finish: After cleaning and pretreating, apply manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat to a minimum dry film thickness of 2 mils.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

C. Verify dimensions of roof openings for roof accessories.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install roof accessories according to manufacturer's written instructions.

1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.
3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.

C. Pipe Support Installation: Comply with MSS SP-58 and MSS SP-89. Install supports and attachments as required to properly support piping. Arrange for grouping of parallel runs of horizontal piping, and support together.

1. Pipes of Various Sizes: Space supports for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.

D. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.

E. Seal joints with elastomeric or butyl sealant as required by roof accessory manufacturer.

3.3 REPAIR AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.

B. Clean exposed surfaces according to manufacturer's written instructions.

C. Clean off excess sealants.

D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Rail-type, seam-mounted snow guards.

B. Related Sections:

1. Section 012300 “Alternates” for work of this Section included in alternates.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.

1. Include calculation of number and location of snow guards based on snow load, roof slope, roof type, components, spacings, and finish.

2. Include details of rail-type snow guards.

C. Samples:

1. Rail-Type Snow Guards: Bracket, 12-inch-long rail, and installation hardware.

a. For units with factory-applied finishes, submit manufacturer's standard color selections.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of snow guard, for tests performed by a qualified testing agency, indicating load at failure of attachment to roof system identical to roof system used on this Project.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

B. Structural Performance: Snow guards shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated.

1. Snow Loads: As indicated on Drawings.

2.2 RAIL-TYPE SNOW GUARDS

B. Rail-Type, Seam-Mounted Snow Guards:

1. 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:

a. Alpine Snow Guards, a division of Vermont Slate & Copper Services, Inc.
b. S-5! Solutions
c. Sno-Gem, Inc.
d. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2. Description: Snow guard rails fabricated from metal pipes, bars, or extrusions, anchored to brackets and equipped with two (2) rails.
3. Brackets and Baseplate: ASTM B 209 aluminum; mill finished.
4. Bars: ASTM B 221 aluminum; mill finish.

a. Profile: Round.

5. Seam clamps: ASTM B 221 aluminum extrusion or ASTM B 85 aluminum casting with stainless steel set screws incorporating round nonpenetrating point; designed for use with applicable roofing system to which clamp is attached.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install snow guards according to manufacturer's written instructions.

1. Space rows as recommended by manufacturer.

B. Attachment for Standing-Seam Metal Roofing:

1. Do not use fasteners that will penetrate metal roofing or fastening methods that void metal roofing finish warranty.

2. Rail-Type, Seam-Mounted Snow Guards:

   a. Install brackets to vertical ribs in straight rows.
   b. Secure with stainless-steel set screws, incorporating round nonpenetrating point, on same side of standing seam.
   c. Torque set screw according to manufacturer's instructions.
   d. Install cross members to brackets.

END OF SECTION 077253

SECTION 078413 - PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Fireproof firestopping and firesafing materials and accessories.

1.3 PERFORMANCE REQUIREMENTS

A. Fireproofing Materials: ASTM E 119 and ASTM E 814 to achieve a fire rating as noted on Drawings.

B. Surface Burning: ASTM E 84 with a flame spread/fuel contributed/smoke developed rating of 5/0/0.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated provide characteristics, performance and limitation criteria.

B. Manufacturer's Installation Instructions: Indicate preparation and installation instructions.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum three (3) years documented experience.

B. Applicator: Company specializing in performing the work of this Section with minimum five (5) years documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to applicable State Building code for fire resistance ratings and surface burning characteristics.

B. UL Classifications for these systems shall be (all two (2) hours or more):

1. Duct Penetrations: C-AJ-7027
2. Pipe Penetrations: C-AJ-1079
3. Cable Penetrations: C-AJ-1079
4. Conduit Penetrations: C-AJ-1079

1.7 MOCK-UP

A. Provide mock-up of applied firestopping material.

B. Apply 1 lineal ft to a representative substrate surface.

C. If accepted, mock-up will demonstrate minimum standard for the Work.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.

B. Maintain this minimum temperature before, during and for three (3) days after installation of materials.

C. Provide ventilation in areas to receive solvent cured materials.

1.9 SEQUENCING

A. Sequence Work to permit firestopping materials to be installed after adjacent and surrounding work is complete.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Hilti, Inc.

B. Thermal Ceramics

C. Tremco Incorporated

D. United States Gypsum

E. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.2 MATERIALS

A. Firestopping Material: Single component silicone elastomeric compounds; conforming to the following:

1. Elongation & Shrinkage: Five percent (5%).
2. Tensile Strength: 300 psi.
3. Density: 8 lb/cu ft.
4. Surface Durability: 35 (Shore Hardness).
5. Durability and Longevity: Permanent.
6. Side Effects during Installation: Non-toxic.
7. Long Term Side Effects: None.

B. Primer: Type recommended by firestopping manufacturer for specific substrate surfaces.

C. Firesafing Blankets: ASTM C 665; 4 psf nominal density firesafing insulation.

D. Putty Pads: UL CLIV; acoustic, intumescent pad; 3.2mm thickness.

2.3 ACCESSORIES

A. Dam Material: Mineral fiber matting, permanent.

B. Retainers: Stainless clips to support mineral fiber matting

2.4 FINISHES

A. Color: Dark gray or manufacturer’s standard color.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Install backing materials to arrest liquid material leakage.

3.3 INSTALLATION

A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Apply firestopping material to all wall and floor penetrations through rated assemblies. These penetrations include electrical conduit and raceways, plumbing and heating system penetrations, ducts and other system chases.

C. Apply primer and materials in accordance with manufacturer's instructions.

D. Apply firestopping material in sufficient thickness to achieve rating to a density of fifty percent (50%) to uniform density and texture.

E. Install material at walls or partition openings which contain penetrating sleeves, piping, ductwork, conduit and other items requiring firestopping.

F. Remove dam material after firestopping material has cured.

3.4 CLEANING AND PROTECTION

A. Clean off excess materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

3.5 SCHEDULE

A. See Construction Documents for rating information and construction details and conditions.

B. Firesafe all penetrations through new and existing masonry and gypsum board construction in the project work areas, equal to the one (1) or two (2) hour rating of the appropriate spaces.

END OF SECTION 078413

SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.

1.3 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

C. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.
4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

D. Warranties: Sample of special warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five (5) years from date of Substantial Completion.

B. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Sealants: Sealants and sealant primers used as part of the weatherproofing system shall comply with the following:

1. Exterior: VOC content of 100 g/L or less.

C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

D. Stain-Test-Response Characteristics: Where sealants are specified to be non-staining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

E. Colors of Exposed Joint Sealants: As selected by Architect and Owner from manufacturer's full range, <u>to match adjacent where required</u>.

2.2 SILICONE JOINT SEALANTS

A. Silicone, Non-Staining: Non-Staining, single-component, non-sag, plus fifty percent (+50%) and minus fifty percent (-50%) movement capability, non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Dow Corning Corporation
b. Master Bond, Inc.
c. Pecora Corporation
d. Tremco Incorporated
e. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.3 JOINT SEALANT BACKING

A. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bi-cellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

C. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:

    a. Concrete.
    b. Masonry.

3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:

    a. Metal.
    b. Glass.
    c. Porcelain enamel.
    d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.

a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Sealant: Silicone, non-staining, S, NS, 50, NT.

END OF SECTION 079200

SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Framing and suspension systems for soffits.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 FRAMING SYSTEMS

A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.

1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
2. Protective Coating: ASTM A 653, G60, hot-dip galvanized unless otherwise indicated.

B. Studs and Tracks: ASTM C 645.

1. Steel Studs and Tracks:

a. Minimum Base-Metal Thickness: 20-gauge, unless noted otherwise.
b. Depth: As indicated on Drawings.

C. Slip-Type Head Joints: Where indicated, provide the following:

1. Deflection Track: Steel sheet top track manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1) ClarkDietrich; **MaxTrak Slotted Deflection Track**
2) MarinoWare; **Slotted Track**
3) MBA Building Supplies; **Slotted Deflecto Track**
4) Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

D. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.

1. Minimum Base-Metal Thickness: 0.018-inch.

2.2 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A 641, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

B. Wire Hangers: ASTM A 641, Class 1 zinc coating, soft temper, 0.16 -inch in diameter.

C. Carrying Channels (Main Runners): Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053-inch and minimum ½-inch-wide flanges.

1. Depth: As required per manufacturer.

2.3 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.

1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

B. Isolation Strip at Exterior Walls: Provide one (1) of the following:

1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8-inch-thick, in width to suit steel stud size.

C. Rigid Connections: Universal framing clip to attach and support rigid framing conditions including shear, tension, and two-axis loading.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Dietrich Metal Framing; **Uni-Clip**.
b. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C 754.

1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.

B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.

C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.

D. Install bracing at terminations in assemblies.

E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.

C. Install studs so flanges within framing system point in same direction.

D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.

1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames.

a. Install two (2) studs at each jamb unless otherwise indicated.
b. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.

3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

E. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8-inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.

B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.

    a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.

2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.

    a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.

3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
4. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Seismic Bracing: Sway-brace suspension systems with hangers used for support.

E. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Steel and iron.
2. Galvanized metal.
3. Wood.

1.3 DEFINITIONS

A. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Samples: For each type of paint system and each color and gloss of topcoat.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

C. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
3. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Paint: Five percent, (5%) but not less than 1 gal. of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds eighty-five percent (85%); at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. 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. Behr Process Corporation
2. Benjamin Moore & Co.
3. Duron, Inc.
4. ICI Paints
5. PPG Architectural Finishes, Inc.
6. Sherwin-Williams Company (The)
7. Substitutions: Under provisions of Section 012500 “Substitution Procedures”.

2.2 PAINT, GENERAL

A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."

B. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.

D. Colors: As selected by Architect and Owner from manufacturer’s entire range, <u>to match existing where required</u>.

2.3 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.

3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two (2) paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Wood: 15 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:

1. SSPC-SP 3.

E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

F. Wood Substrates:

1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."

1. Use applicators and techniques suited for paint and substrate indicated.
2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
3. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint undercoats same color as topcoat but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

1. Paint the following work where exposed to view, unless factory-finished:

a. Uninsulated metal piping.
b. Pipe hangers and supports.
c. Metal conduit.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Steel and Iron Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, zinc rich, inorganic, **MPI #19**.
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), **MPI #163**.

B. Galvanized-Metal Substrates:

1. Water-Based Light Industrial Coating System:

a. Prime Coat: Primer, galvanized, water based**, MPI #134**.
b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
c. Topcoat: Light industrial coating, exterior, water based, semi-gloss (Gloss Level 5), **MPI #163**.

C. Wood Substrates:

1. Latex System:

a. Prime Coat: Primer, latex for exterior wood**, MPI #6**.
b. Topcoat: Latex, exterior, gloss (Gloss Level 6)**, MPI #119**.

END OF SECTION 099113

SECTION 220719 - PLUMBING PIPING INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes insulating the following plumbing piping services:

1. Stormwater piping exposed to freezing conditions.
2. Roof drains and rainwater leaders.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance thickness, and jackets (both factory- and field-applied, if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at pipe expansion joints for each type of insulation.
3. Detail insulation application at elbows, fittings, flanges, valves, and specialties for each type of insulation.
4. Detail removable insulation at piping specialties, equipment connections, and access panels.
5. Detail application of field-applied jackets.
6. Detail application at linkages of control devices.

C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:

1. Preformed Pipe Insulation Materials: 12 inches long by NPS 2.
2. Jacket Materials for Pipe: 12 inches long by NPS 2.
3. Sheet Jacket Materials: 12 inches square.
4. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

C. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

C. Comply with the following applicable standards and other requirements specified for miscellaneous components:

1. Supply and Drain Protective Shielding Guards: ICC A117.1.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

A. Coordinate clearance requirements with piping Installer for piping insulation application. Before preparing piping Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Pipe insulation thickness shall conform to ASHRAE 90.1 2007, Table 6.8.3.

B. Comply with requirements in "Piping Insulation Schedule, General" and "Indoor Piping Insulation Schedule" articles for where insulating materials shall be applied.

C. Products shall not contain asbestos, lead, mercury, or mercury compounds.

D. Products that come in contact with stainless-steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

E. Insulation materials for use on austenitic stainless-steel shall be qualified as acceptable according to ASTM C 795.

F. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

G. Mineral-Fiber, Preformed Pipe Insulation:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Johns Manville; a Berkshire Hathaway company; **Micro-Lok**
b. Knauf Insulation; **Earthwool 1000 Degree Pipe Insulation with ECOSE Technology**
c. Owens Corning; **Fiberglas Pipe Insulation**

2. Type I, 850 Deg F Materials: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 547, Type I, Grade A, with factory-applied ASJ-SSL. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.

2.2 INSULATING CEMENTS

A. Mineral-Fiber Insulating Cement: Comply with ASTM C 195.

1. Manufacturers: Subject to compliance with requirements, provide the following:

a. Ramco Insulation, Inc; **Super-Stik**

B. Expanded or Exfoliated Vermiculite Insulating Cement: Comply with ASTM C 196.

1. Manufacturers: Subject to compliance with requirements, provide the following:

a. Ramco Insulation, Inc; **Thermokote V**

C. Mineral-Fiber, Hydraulic-Setting Insulating and Finishing Cement: Comply with ASTM C 449.

1. Manufacturers: Subject to compliance with requirements, provide the following:

a. Ramco Insulation, Inc; **Ramcote 1200** and **Quik-Cote**

2.3 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.

1. Manufacturers: Subject to compliance with requirements, provide the following:

a. Foster Brand; H. B. Fuller Construction Products; **81-84**

2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Childers Brand; H. B. Fuller Construction Products; **CP-127**
   b. Eagle Bridges - Marathon Industries
   c. Foster Brand; H. B. Fuller Construction Products; **85-60/85-70**
   d. Mon-Eco Industries, Inc; **22-25**

2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Childers Brand; H. B. Fuller Construction Products; **CP-82**
   b. Eagle Bridges - Marathon Industries
   c. Foster Brand; H. B. Fuller Construction Products; **85-20**
   d. Mon-Eco Industries, Inc; **22-25**

2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.4 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Breather Mastic: Water based; suitable for indoor and outdoor use on above-ambient services.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Childers Brand; H. B. Fuller Construction Products; **CP-10**
   b. Eagle Bridges - Marathon Industries
   c. Foster Brand; H. B. Fuller Construction Products; 4**6-50**
   d. Knauf Insulation; EXPERT Mastics - **KI-705 ASJ+**
   e. Mon-Eco Industries, Inc; **55-50**
   f. Vimasco Corporation; **WC-1/WC-5**

2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: Sixty percent (60%) by volume and sixty-six percent (66%) by weight.
5. Color: White.

2.5 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A, and shall be compatible with insulation materials, jackets, and substrates.

1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Childers Brand; H. B. Fuller Construction Products; **CP-50 AHV2**
    b. Foster Brand; H. B. Fuller Construction Products; **30-36**
    c. Vimasco Corporation; **713** and **714**

3. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over pipe insulation.
4. Service Temperature Range: 0 to plus 180 deg F.
5. Color: White.

2.6 SEALANTS

A. Joint Sealants:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Childers Brand; H. B. Fuller Construction Products; **CP-76**
    b. Eagle Bridges - Marathon Industries
    c. Foster Brand; H. B. Fuller Construction Products; **30-45**
    d. Mon-Eco Industries, Inc; **44-05**
    e. Pittsburgh Corning Corporation; **Pittseal 444**

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: White or gray.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. FSK and Metal Jacket Flashing Sealants:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Childers Brand; H. B. Fuller Construction Products; **CP-76**
    b. Eagle Bridges - Marathon Industries
    c. Foster Brand; H. B. Fuller Construction Products; **95-44**
    d. Mon-Eco Industries, Inc; **44-05**

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Manufacturers: Subject to compliance with requirements, provide the following:

   a. Childers Brand; H. B. Fuller Construction Products; **CP-76**

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.7 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, Kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with Kraft-paper backing; complying with ASTM C 1136, Type II.

2.8 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

   a. Johns Manville; a Berkshire Hathaway company; **Zeston**
   b. P.I.C. Plastics, Inc; **FG Series**
   c. Proto Corporation; **LoSmoke**
   d. Speedline Corporation; **SmokeSafe**

2. Adhesive: As recommended by jacket material manufacturer.
3. Color: Color-code jackets based on system. Color as selected by Architect.
4. Factory-fabricated fitting covers to match jacket if available; otherwise, field fabricate.

   a. Shapes: 45- and 90-degree, short- and long-radius elbows, tees, valves, flanges, unions, reducers, end caps, soil-pipe hubs, traps, mechanical joints, and P-trap and supply covers for lavatories.

2.9 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Avery Dennison Corporation, Specialty Tapes Division; **Fasson 0836**
    b. Compac Corporation; **104** and **105**
    c. Ideal Tape Co., Inc,; an American Biltrite company; **428 AWF ASJ**
    d. Knauf Insulation; EXPERT Tapes - **ASJ+ Tape**
    e. Venture Tape; **1540 CW Plus**, **1542 CW Plus**, and **1542 CW Plus/SQ**

2. Width: 3 inches.
3. Thickness: 11.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: Two percent (2%).
6. Tensile Strength: 40 lbf/inch in width.
7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Avery Dennison Corporation, Specialty Tapes Division; **Fasson 0827**
    b. Compac Corporation; **110** and **111**
    c. Ideal Tape Co., Inc,; an American Biltrite company; **491 AWF FSK**
    d. Knauf Insulation; EXPERT Tapes - **FSK Tape**
    e. Venture Tape; **1525 CW NT**, **1528 CW**, and **1528 CW/SQ**

2. Width: 3 inches.
3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: Two percent (2%).
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

    a. Compac Corporation
    b. Ideal Tape Co., Inc,; an American Biltrite company; **370 White PVC tape**
    c. Venture Tape; **1506 CW NS**

2. Width: 2 inches.
3. Thickness: 6 mils.
4. Adhesion: 64 ounces force/inch in width.
5. Elongation: Five hundred percent (500%).
6. Tensile Strength: 18 lbf/inch in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. Avery Dennison Corporation, Specialty Tapes Division; **Fasson 0800**
b. Compac Corporation
c. Ideal Tape Co., Inc,; an American Biltrite company; **488 AWF**
d. Knauf Insulation; EXPERT Tapes - **2 Mil Foil Tape**
e. Venture Tape; **3520 CW**

2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: Five percent (5%).
6. Tensile Strength: 34 lbf/inch in width.

2.10 SECUREMENTS

A. Bands:

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. ITW Insulation Systems; Illinois Tool Works, Inc; **Gerrard Strapping and Seals**
b. RPR Products, Inc; **Insul-Mate Strapping and Seals**

2. Stainless-Steel: ASTM A 167 or ASTM A 240, Type 316; 0.015-inch-thick, ¾-inch-wide with wing seal or closed seal.
3. Aluminum: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020-inch-thick, ¾-inch-wide with wing seal or closed seal.

B. Staples: Outward-clinching insulation staples, nominal ¾-inch-wide, stainless-steel or Monel.

C. Wire: 0.062-inch soft-annealed, stainless-steel.

1. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:

a. C & F Wire

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

B. Mix insulating cements with clean potable water; if insulating cements are to be in contact with stainless-steel surfaces, use demineralized water.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

1. Install insulation continuously through hangers and around anchor attachments.
2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:

1. Draw jacket tight and smooth.
2. Cover circumferential joints with 3-inch-wide strips of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
3. Overlap jacket longitudinal seams at least 1½ inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.

a. For below-ambient services, apply vapor-barrier mastic over staples.

4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to pipe flanges and fittings.

M. Cut insulation in a manner to avoid compressing insulation more than seventy-five percent (75%) of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

P. For above-ambient services, do not install insulation to the following:

1. Vibration-control devices.
2. Testing agency labels and stamps.
3. Nameplates and data plates.
4. Cleanouts.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.

1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

E. Insulation Installation at Floor Penetrations:

1. Pipe: Install insulation continuously through floor penetrations.
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:

1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
2. Insulate pipe elbows using preformed fitting insulation, mitered fittings made from same material and density as adjacent pipe insulation or PVC fitting cover manufacturer recommended flexible fiberglass inserts. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.
6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two (2) times the thickness of pipe insulation, or one (1) pipe diameter, whichever is thicker.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. For services not specified to receive a field-applied jacket except for flexible elastomeric and polyolefin, install fitted PVC cover over elbows, tees, strainers, valves, flanges, and unions. Terminate ends with PVC end caps. Tape PVC covers to adjoining insulation facing using PVC tape.
9. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

D. Install removable insulation covers at locations indicated. Installation shall conform to the following:

1. Make removable flange and union insulation from sectional pipe insulation of same thickness as that on adjoining pipe. Install same insulation jacket as adjoining pipe insulation.
2. When flange and union covers are made from sectional pipe insulation, extend insulation from flanges or union long at least two (2) times the insulation thickness over adjacent pipe insulation on each side of flange or union. Secure flange cover in place with stainless-steel or aluminum bands. Select band material compatible with insulation and jacket.
3. Construct removable valve insulation covers in same manner as for flanges, except divide the two-part section on the vertical center line of valve body.
4. When covers are made from block insulation, make two (2) halves, each consisting of mitered blocks wired to stainless-steel fabric. Secure this wire frame, with its attached insulation, to flanges with tie wire. Extend insulation at least 2 inches over adjacent pipe insulation on each side of valve. Fill space between flange or union cover and pipe insulation with insulating cement. Finish cover assembly with insulating cement applied in two coats. After first coat is dry, apply and trowel second coat to a smooth finish.
5. Unless a PVC jacket is indicated in field-applied jacket schedules, finish exposed surfaces with a metal jacket.

3.6 INSTALLATION OF MINERAL-FIBER INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of preformed pipe insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient surfaces, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient surfaces, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with mineral-fiber blanket insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available.

2. When preformed insulation elbows and fittings are not available, install mitered sections of pipe insulation, to a thickness equal to adjoining pipe insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:

1. Install preformed sections of same material as straight segments of pipe insulation when available.
2. When preformed sections are not available, install mitered sections of pipe insulation to valve body.
3. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
4. Install insulation to flanges as specified for flange insulation application.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

1. Draw jacket smooth and tight to surface with 2-inch overlap at seams and joints.
2. Embed glass cloth between two (2) 0.062-inch-thick coats of lagging adhesive.
3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.
3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1½-inch laps at longitudinal seams and 3-inch-wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints. Seal with manufacturer's recommended adhesive.

1. Apply two (2) continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.8 FINISHES

A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below.

1. Flat Acrylic Finish: Two (2) finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two (2) coats of insulation manufacturer's recommended protective coating.

C. Color: As selected by Architect and Owner from manufacturer’s entire range. Vary first and second coats to allow visual inspection of the completed Work.

D. Do not field paint aluminum or stainless-steel jackets.

3.9 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. Inspect pipe, fittings, strainers, and valves, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to three (3) locations of straight pipe, three (3) locations of threaded fittings, three (3) locations of welded fittings, two (2) locations of threaded strainers, two (2) locations of welded strainers, three (3) locations of threaded valves, and three (3) locations of flanged valves for each pipe service defined in the "Piping Insulation Schedule, General" Article.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.10 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:

1. Drainage piping located in crawl spaces.
2. Underground piping.
3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.11 INDOOR PIPING INSULATION SCHEDULE

A. Stormwater and Overflow:

1. All Pipe Sizes: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-inch-thick.

B. Roof Drain and Overflow Drain Bodies:

1. All Pipe Sizes: Insulation shall be the following:

a. Mineral-Fiber, Preformed Pipe Insulation, Type I: 1-inch-thick.

3.12 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket. If more than one material is listed, selection from materials listed is Contractor's option.

B. Piping, Concealed:

1. None.

C. Piping, Exposed:

1. PVC: 20 mils thick.

END OF SECTION 220719

SECTION 221423 - STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Pipe, tube, and fittings.
2. Roof drains.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1.4 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 - PRODUCTS

2.1 CAST-IRON PIPE AND FITTINGS

A. Pipe and Fittings: ASTM A 74, Service classes.

B. Gaskets: ASTM C 564, rubber.

C. Caulking Materials: ASTM B 29, pure lead and oakum or hemp fiber.

2.2 METAL ROOF DRAINS

A. Bi-Functional Roof Drain Dual Outlets:

1. Primary Drain Outlet: Attached to storm sewer.
2. Overflow Drain Outlet: Indicated on the Drawings.
3. Basis-of-Design Product: Subject to compliance with requirements, provide Froet Industries, LLC; **Model #100C2-OFS** or comparable product by one (1) of the following:

a. Josam Company
b. Watts; a Watts Water Technologies company
c. Zurn Industries, LLC

4. Compliance:

a. ANSI/ASME A112.6.4.
b. IAPMO IGC 187.

c. ICC-ES LC 1021.

5. Body:

   a. Bi-functional.
   b. Cast Iron: ASTM A 48, Class 25.
   c. One-piece casting including both outlets free of internal bosses.
   d. Anchor flange.
   e. Powder coated.
   f. Overflow riser pipe must be removable

6. Dome Strainer:

   a. Cast Iron: ASTM A 48, Class 25.
   b. Minimum Free Area by Drain Size: 2 inches-30 in^2; 3 inches-62 in^2; 4 inches-62 in^2; 5 inches-95 in^2; 6 inches-95 in^2; 8 inches-163 in^2.

7. Waterproofing Membrane Clamp Ring:

   a. Width: 2.375 inches.
   b. Cast Iron: ASTM A 48, Class 25.
   c. Integral Gravel Stop: 1¼-inch height minimum.
   d. Anchorage: Four (4) 1½-inch bolts pre-applied with anti-seize.
   e. Free Area Height Above Roof: ¼-inch.

8. Pipe Size: Indicated on the Drawings.
9. Standard Bi-Functional Roof Drains:

   a. Primary Strainer: 5 inches high.
   b. Overflow Inlet: 6 inches high.

10. Deck Clamp: L-shaped clamp to hold drain body in place.
11. Elevation Ring (1.5, 2) is a pre-engineered ring with a fixed height to elevate drain so start of free drainage area is level with height of 1½-inch and 2-inch insulation to eliminate ponding around roof drain.
12. Drain Extension: Adjust proper primary outlet elevations in relation to roof deck thickness or to adjust drain inlet elevations in relation to insulation thickness.
13. Drain Pan: 14-gauge flat plate. Mount roof drain to drain pan.
14. Sump Pan: 14-gauge galvanized steel.
15. Deck Mounting Plate:

    a. 14-gauge flat plate.
    b. Allows drain to be directly mounted to plate elevated 2¼ inches above roof deck.
    c. Eliminates need for deck clamp.

16. Finishing Ring: Recessed ring to allow drain body to be installed in flush configuration, either directly to roof deck or into drain pan.
17. Overflow Strainer:

    a. Cast Iron: ASTM A 48, Class 25.
    b. Minimum Free Area by Drain Size: 2 inches-73 in^2; 3 inches-105 in^2; 4 inches-105 in^2; 5 inches-146 in^2; 6 inches-146 in^2; 8 inches-200 in^2.
    c. Type: Standard.
    d. Debris strainer for overflow pipe.
    e. Vandal resistant.

18. Vent Pipe:

    a. 12-inch extension above primary drain strainer.
    b. Used as plumbing vent pipe when overflow drain is not needed.

B. Wall End Drain: .**Model 1771** manufactured by Jay R. Smith, Watts Drainage Products **WD-940** or approved equal. Provide low silhouette bronze dome only, large enough to cover drainpipe exiting through existing brick wall as indicated in construction documents. Provide appropriate fasteners to secure to wall.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install piping at indicated slopes.

B. Install piping free of sags and bends.

C. Install fittings for changes in direction and branch connections.

D. Install piping to allow application of insulation.

E. Make changes in direction for storm drainage piping using appropriate branches, bends, and long-sweep bends. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

F. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.

    1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
    2. Install expansion joints, if indicated, in roof drain outlets.
    3. Position roof drains for easy access and maintenance.

3.2 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION 221423

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May 8, 2026

Mr. Matthew Cunningham
Director of Facilities
New Milford Public Schools
386 Danbury Road
New Milford, CT 06776

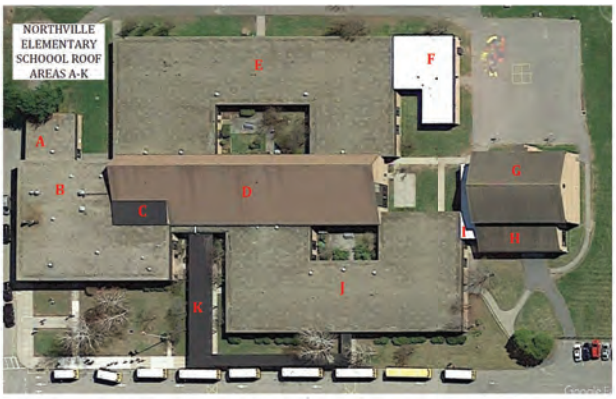
RE: Limited Asbestos Exterior Roof Sampling
Northville Elementary School, 22 Hipp Rd, New Milford, CT 06776
Fuss & O'Neill, Inc. No. 120.0071230.001

Dear Mr. Cunningham:

On April 16, 2026, Fuss & O'Neill, Inc. (Fuss & O'Neill) representative, Mr. Vincent Saravece, conducted a visual inspection and sample collection of suspect exterior asbestos-containing materials (ACM) at the Northville Elementary School Roofs A throughout K located at 22 Hipp Rd, New Milford, Connecticut (the "Site"). The work was conducted for New Milford Public Schools (the "Client").

Asbestos

Northville Elementary School is a one-story building reportedly constructed in 1981. The building is constructed on a concrete slab foundation with brick outer walls and corrugated steel frame. The flat ballasted roof areas (A, B, E and J) are original from 1981; Roof areas (F, G, H, I) were added in spring 1992, roof areas G and H consisting of Timberline 30-year fiberglass asphalt shingles and roofs F and I are CPE rubber roofing. Areas (C, D and K) were replaced in 1997. Area D was covered with asphalt shingles. In addition, areas C and K, the outside front canopy was replaced with an EPDM rubber roofing. See picture below depicting the roof areas:



As per the Client's request, the inspection and sample collection were limited to Roofs A throughout K.

Suspect exterior ACM samples were collected by a Fuss & O'Neill Connecticut Department of Public Health (CTDPH)-licensed and United States Environmental Protection Agency (EPA)-accredited Asbestos Inspector. A copy of the Asbestos Inspector state license and accreditation are included in *Attachment A*.
The EPA considers a homogeneous material to be non-asbestos upon receipt of 2 to 7 negative sample analysis results by polarized light microscopy (PLM). Fuss & O'Neill collected a set of two to three samples of each suspect material type, and analysis stopped on the set upon receipt of the first positive asbestos analysis.

EMSL Analytical, Inc. (EMSL) analyzed the suspect ACM. EMSL is a State of Connecticut certified and American Industrial Hygiene Association (AIHA)-accredited asbestos analytical laboratory. Asbestos sample analysis was conducted using the EPA Interim Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) via PLM with Dispersion Staining (PLM/DS).

The EPA and Occupational Safety and Health Administration (OSHA) defines any materials that contain greater than one percent (>1%) of asbestos and the CTDPH defines any materials that contain equal to or greater than one percent (≥1%) asbestos, utilizing PLM, as an ACM. Materials that are identified as "none detected" are specified as not containing asbestos.

Summary of observed suspect exterior roof ACM and laboratory analytical results are included in **Table 1**.

Table 1: Summary of Suspect Exterior ACM Roof Materials – Roofs A throughout K

Sample ID	Sample Location	Type of Material	Asbestos Content
04162026-VS-01A	Roof A (1981) - Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-01B	Roof B (1981) – Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-02A	Roof A (1981) - Field	White Cementitious Insulation	ND
04162026-VS-02B	Roof B (1981) - Field	White Cementitious Insulation	ND
04162026-VS-02C	Roof E (1981) - Field	White Cementitious Insulation	ND
04162026-VS-02D	Roof J (1981) - Field	White Cementitious Insulation	ND
04162026-VS-03A	Roof A (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane	ND
04162026-VS-03B	Roof B (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane	ND
04162026-VS-03C	Roof J (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane	ND
04162026-VS-04A	Roof E (1981) – Flashing	Black Adhesive Associated with Top Black Rubber Membrane	ND
04162026-VS-04B	Roof E (1981) – Flashing	Black Adhesive Associated with Top Black Rubber Membrane	ND
04162026-VS-05A	Roof B (1981) – Flashing	Black Bottom Membrane/Tar	ND
04162026-VS-05B	Roof B (1981) – Flashing	Black Bottom Membrane/Tar	ND
04162026-VS-06A	Roof A (1981)	Black Seam Caulking	ND
04162026-VS-62B	Roof B (1981)	Black Seam Caulking	ND
04162026-VS-06C	Roof E (1981)	Black Seam Caulking	ND
04162026-VS-06D	Roof J (1981)	Black Seam Caulking	ND
04162026-VS-07A	Roof A (1981) – Field	Gray Roof Patch	ND
04162026-VS-07B	Roof A (1981) – Field	Gray Roof Patch	ND
04162026-VS-08A	Roof A (1981) – Flashing	Gray Granular Concrete	ND
04162026-VS-08B	Roof A (1981) – Flashing	Gray Granular Concrete	ND

Sample ID	Sample Location	Type of Material	Asbestos Content
04162026-VS-09A	Roof B (1981) – Flashing Where Flashing Meets Brick Wall	Clear Flashing Caulking	ND
04162026-VS-09B	Roof B (1981) – Flashing Where Flashing Meet the Brick Wall	Clear Flashing Caulking	ND
04162026-VS-10A	Roof B (1981) – Flashing under Bottom Membrane	White/Brown Adhesive	ND
04162026-VS-10B	Roof B (1981) – Flashing under Bottom Membrane	White/Brown Adhesive	ND
04162026-VS-11A	Roof F (1992) - Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-11B	Roof I (1992) - Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-12A	Roof F (1992) – Flashing	Yellow Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-12B	Roof F (1992) – Flashing	Yellow Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-13A	Roof I (1992) – Flashing	Clear Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-13B	Roof I (1992) – Flashing	Clear Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-14A	Roof F (1992) – Flashing	Black Seam Caulking	ND
04162026-VS-14B	Roof I (1992) – Flashing	Black Seam Caulking	ND
04162026-VS-15A	Roof D (1997) – Top Shingles	Red Asphaltic Roof Shingle	ND
04162026-VS-15B	Roof D (1997) – Top Shingles	Red Asphaltic Roof Shingle	ND
04162026-VS-16A	Roof D (1997) – Bottom Shingles	Green Asphaltic Roof Shingle	ND
04162026-VS-16B	Roof D (1997) – Bottom Shingles	Green Asphaltic Roof Shingle	ND
04162026-VS-17A	Roof D (1997) - Base Sheet	Black Base Roof Sheet	ND
04162026-VS-17B	Roof D (1997) - Base Sheet	Black Base Roof Sheet	ND
04162026-VS-18A	Roof D (1997)	Black Flashing Caulking	ND
04162026-VS-18B	Roof D (1997)	Black Flashing Caulking	ND
04162026-VS-19A	Roof D (1997)	Clear Flashing Caulking	ND
04162026-VS-19B	Roof D (1997)	Clear Flashing Caulking	ND
04162026-VS-20A	Roof G (1992)	Black Asphaltic Roof Shingle	ND
04162026-VS-20B	Roof H (1992)	Black Asphaltic Roof Shingle	ND
04162026-VS-21A	Roof G (1992)	Black Base Roof Sheet	ND
04162026-VS-21B	Roof H (1992)	Black Base Roof Sheet	ND
04162026-VS-22A	Roof C (1997) – Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-22B	Roof C (1997) - Field	Dark Gray Backing Paper associated with ISO foam Insulation	ND
04162026-VS-23A	Roof K (1997) – Field	Tan Celulose Board Insulation	ND

Sample ID	Sample Location	Type of Material	Asbestos Content
04162026-VS-23B	Roof K (1997) – Field	Tan Celulose Board Insulation	ND
04162026-VS-24A	Roof C (1997) – Field/Flashing	Yellow Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-24B	Roof K (1997) – Field/Flashing	Yellow Adhesive Associated with Top White Roof Membrane	ND
04162026-VS-25A	Roof C (1997) – Field/Flashing	Black Seam/ Flashing Caulking	ND
04162026-VS-25B	Roof K (1997) – Field/Flashing	Black Seam/ Flashing Caulking	ND
04162026-VS-26A	Roof C (1997) – Flashing	Gray Flashing Caulking	ND
04162026-VS-26B	Roof C (1997) – Flashing	Gray Flashing Caulking	ND
04162026-VS-27A	Roof C (1997) – Flashing	Clear Flashing Caulking	ND
04162026-VS-27B	Roof C (1997) – Flashing	Clear Flashing Caulking	ND
04162026-VS-28A	Roof C (1997) – Patching Material	Gray Patch Caulking	ND
04162026-VS-28B	Roof C (1997) – Patching Material	Gray Patch Caulking	ND

ND= None-Detected

The laboratory analytical results of the suspect exterior ACM samples collected and analyzed reported none detected for asbestos content.

Suspect ACM not identified during this limited inspection should be presumed ACM until sample collection and analysis indicate otherwise.

If you should have any questions regarding the contents of this letter, please contact me at (860) 783-4721.

Asbestos Laboratory Report and Chain of Custody Form are included in *Attachment B*. *Attachment C* includes Site Photographs. A Roof Area Diagram has been provided in *Attachment D*.

Thank you for this opportunity to have served your environmental needs.

This report was prepared by Environmental Analyst Sandra Guzman.

Sincerely,

Kathleen Pane
Associate | Office Manager

Attachments

Attachment A

Fuss & O'Neill Asbestos Inspector License and Accreditation

1000851 - 001 1464 C01-C008533

VINCENT M SAVARESE
FUSS & O'NEILL
59 ELM STREET, 500
NEW HAVEN CT 06510

Dear VINCENT M SAVARESE,

Attached you will find your validated certificate for the coming year. Should you have any questions about your certificate renewal, please do not hesitate to write or call:

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/license

Sincerely,

MANISHA JUTHANI, MD, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH

1000851-0000856-0000001 of 0000001-C01-a1d00101-1464-00853

EMPLOYER'S COPY

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
VINCENT M SAVARESE

VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-229436	001189	08/31/26

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE — MANISHA JUTHANI, MD, COMMISSIONER

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED
BY THIS DEPARTMENT AS A
ASBESTOS CONSULTANT-INSPECTOR

VINCENT M SAVARESE

CERTIFICATE NO.
001189

CURRENT THROUGH
08/31/26

VALIDATION NO.
03-229436

SIGNATURE — MANISHA JUTHANI, MD, COMMISSIONER

INSTRUCTIONS:

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

NAME
VINCENT M SAVARESE

VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
03-229436	001189	08/31/26

PROFESSION
ASBESTOS CONSULTANT-INSPECTOR

SIGNATURE — MANISHA JUTHANI, MD, COMMISSIONER

CERT#: A-509-Virtual.895

CHEMSCOPE TRAINING DIVISION

ASBESTOS INSPECTOR REFRESHER
4-HOUR TRAINING CERTIFICATE

Vincent Savarese

59 Elm Street, Suite 500, New Haven CT

attended a 4-hour annual refresher course on the subject discipline on 09/09/2025 and passed a written examination.

The person receiving this certificate has completed the requisite training for asbestos accreditation as an inspector under TSCA Title II.

Course topics include a review and update on asbestos health hazards, functions of inspectors and management planners, building systems, planning, inspecting for asbestos, sampling and analysis, respiratory protection, government regulations and preparing the inspection report. This training course has been accredited by the State of Connecticut.

Examination Score: 89%
Exam Date: 09/09/2025
Expiration Date: 09/09/2026

Daniel Sullivan
Training Manager

Chem Scope, Inc.
15 Moulthrop Street
North Haven CT 06473
Phone: 203.865.5605
www.chem-scope.com

Attachment B

Asbestos Laboratory Report and Chain of Custody Form

OrderID: 062604290

FUSS&O'NEILL 062604290

Fuss & O'Neill EMSL Customer No. ENVI54

www.fando com

59 Elm Street, Suite 500, New Haven, CT 06510-2047

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EMSL ANALYTICAL, INC.
Carle Place, NY
APR 23 26, AM10:35

Phone (203) 374-3748

ASBESTOS BULK SAMPLE CHAIN OF CUSTODY FORM

Sheet 1 of 1

Date: 4/22/2026

Project Name: Northville Elementary Roof ACM Sampling Project No 120.0071230.001 Task No.. _____
Site Address: 22 Hipp Road, New Milford, CT Location: Roof Project Manager: Sandra Guzman

Sample ID	Sample Location	Type of Material
04162026-VS-01A	Roof A (1981) - Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-01B	Roof B (1981) – Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-02A	Roof A (1981) - Field	White Cementitious Insulation
04162026-VS-02B	Roof B (1981) - Field	White Cementitious Insulation
04162026-VS-02C	Roof E (1981) - Field	White Cementitious Insulation
04162026-VS-02D	Roof J (1981) - Field	White Cementitious Insulation
04162026-VS-03A	Roof A (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane
04162026-VS-03B	Roof B (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane
04162026-VS-03C	Roof J (1981) – Flashing	Yellow Adhesive Associated with Top Black Rubber Membrane
04162026-VS-04A	Roof E (1981) – Flashing	Black Adhesive Associated with Top Black Rubber Membrane
04162026-VS-04B	Roof E (1981) – Flashing	Black Adhesive Associated with Top Black Rubber Membrane
04162026-VS-05A	Roof B (1981) – Flashing	Black Bottom Membrane/Tar
04162026-VS-05B	Roof B (1981) – Flashing	Black Bottom Membrane/Tar
04162026-VS-06A	Roof A (1981)	Black Seam Caulking
04162026-VS-62B	Roof B (1981)	Black Seam Caulking
04162026-VS-06C	Roof E (1981)	Black Seam Caulking
04162026-VS-06D	Roof J (1981)	Black Seam Caulking
04162026-VS-07A	Roof A (1981) – Field	Gray Roof Patch
04162026-VS-07B	Roof A (1981) – Field	Gray Roof Patch
04162026-VS-08A	Roof A (1981) – Flashing	Gray Granular Concrete
04162026-VS-08B	Roof A (1981) – Flashing	Gray Granular Concrete
04162026-VS-09A	Roof B (1981) – Flashing Where Flashing Meet the Brick Wall	Clear Flashing Caulking
04162026-VS-09B	Roof B (1981) – Flashing Where Flashing Meet the Brick Wall	Clear Flashing Caulking

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4/27/26

407

OrderID: 062604290

062604290

FUSS & O'NEILL

Fuss & O'Neill EMSL Customer No. ENVI54
www.fando.com
Phone (203) 374-3748
59 Elm Street, Suite 500, New Haven, CT 06510-2047

RECEIVED
EMSL ANALYTICAL INC
Carle Place, NY
APR 23 26, AM10:36

Sample ID	Sample Location	Type of Material
04162026-VS-10A	Roof B (1981) – Flashing under Bottom Membrane	White/Brown Adhesive
04162026-VS-10B	Roof B (1981) – Flashing under Bottom Membrane	White/Brown Adhesive
04162026-VS-11A	Roof F (1992) - Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-11B	Roof I (1992) - Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-12A	Roof F (1992) – Flashing	Yellow Adhesive Associated with Top White Roof Membrane
04162026-VS-12B	Roof F (1992) – Flashing	Yellow Adhesive Associated with Top White Roof Membrane
04162026-VS-13A	Roof I (1992) – Flashing	Clear Adhesive Associated with Top White Roof Membrane
04162026-VS-13B	Roof I (1992) – Flashing	Clear Adhesive Associated with Top White Roof Membrane
04162026-VS-14A	Roof F (1992) – Flashing	Black Seam Caulking
04162026-VS-14B	Roof I (1992) – Flashing	Black Seam Caulking
04162026-VS-15A	Roof D (1997) – Top Shingles	Red Asphaltic Roof Shingle
04162026-VS-15B	Roof D (1997) – Top Shingles	Red Asphaltic Roof Shingle
04162026-VS-16A	Roof D (1997) – Bottom Shingles	Green Asphaltic Roof Shingle
04162026-VS-16B	Roof D (1997) – Bottom Shingles	Green Asphaltic Roof Shingle
04162026-VS-17A	Roof D (1997) - Base Sheet	Black Base Roof Sheet
04162026-VS-17B	Roof D (1997) - Base Sheet	Black Base Roof Sheet
04162026-VS-18A	Roof D (1997)	Black Flashing Caulking
04162026-VS-18B	Roof D (1997)	Black Flashing Caulking
04162026-VS-19A	Roof D (1997)	Clear Flashing Caulking
04162026-VS-19B	Roof D (1997)	Clear Flashing Caulking
04162026-VS-20A	Roof G (1992)	Black Asphaltic Roof Shingle
04162026-VS-20B	Roof H (1992)	Black Asphaltic Roof Shingle
04162026-VS-21A	Roof G (1992)	Black Base Roof Sheet
04162026-VS-21B	Roof H (1992)	Black Base Roof Sheet
04162026-VS-22A	Roof C (1997) – Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-22B	Roof C (1997) - Field	Dark Gray Backing Paper associated with ISO foam Insulation
04162026-VS-23A	Roof K (1997) – Field	Tan Celulose Board Insulation
04162026-VS-23B	Roof K (1997) – Field	Tan Celulose Board Insulation

408-126

OrderID: 062604290

FUSS & O'NEILL 062604290

Fuss & O'Neill EMSL Customer No. ENVI54

www.fando.com

59 Elm Street, Suite 500, New Haven, CT 06510-2047

Phone (203) 374-3748

Sample ID	Sample Location	Type of Material
04162026-VS-24A	Roof C (1997) – Field/Flashing	Yellow Adhesive Associated with Top White Roof Membrane
04162026-VS-24B	Roof K (1997) – Field/Flashing	Yellow Adhesive Associated with Top White Roof Membrane
04162026-VS-25A	Roof C (1997) – Field/Flashing	Black Seam/ Flashing Caulking
04162026-VS-25B	Roof K (1997) – Field/Flashing	Black Seam/ Flashing Caulking
04162026-VS-26A	Roof C (1997) – Flashing	Gray Flashing Caulking
04162026-VS-26B	Roof C (1997) – Flashing	Gray Flashing Caulking
04162026-VS-27A	Roof C (1997) – Flashing	Clear Flashing Caulking
04162026-VS-27B	Roof C (1997) – Flashing	Clear Flashing Caulking
04162026-VS-28A	Roof C (1997) – Patching Material	Gray Patch Caulking
04162026-VS-28B	Roof C (1997) – Patching Material	Gray Patch Caulking

Analysis Method: ☒ PLM ☐ TEM ☐ **Other** _____ Turnaround Time: One Week

Based on the turnaround time indicated above, analyses are due to Fuss & O'Neill on or before this date: _____
Please call Fuss & O'Neill if analyses will not be completed for requested TAT at (203) 374 - 3748.

Email Results to: LabResults@fando.com and Kathleen.Pane@fando.com; Sandra.guzman@fando.com **Do Not Mail Hard Copy Report**
Total # of Samples: 61 Samples

Special Instructions. Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. Do Not Point Count. No TEM NOB analysis.
Samples collected by: Vincent Savarece **Date:** 4/16/2026 **Time:** Throughout the Day

Samples Sent by: Sandra Guzman **Date:** 4/22/2026 **Time:** PM

Samples Received by: [signature] **Date:** 4/23/26 **Time:** 10:36 AM

Shipped To: ☒ EMSL State CT ☐ Other _____

Method of Shipment: ☒ FedEx ☐ Lab Drop Off ☐ Other _____

KAC
4/27/26

RECEIVED
EMSL ANALYTICAL, INC.
Carle Place, NY
APR 23 26, AM10:36

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EMSL Analytical, Inc.

528 Mineola Avenue Carle Place, NY 11514

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1223%!!444567895:;<&!&:#= Ä3 #:Ä #>?Ä<@ 5:;<

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Project ID:	

Attention:	8#GH=#&IJK<#G "J@@&L&MNCÄO P&EG:5 MGÄ&"OG#G:O# &Q #K#)(21&" ;;= S#=2T;=HP&UĀ&&A*)AF	**Phone:**	'0*A+&*B*./B*,
		Fax:	
		Received Date:	AB!/F!/A/*&)A%F(&R7
		Analysis Date:	AB!/-!/A/*
		Collected Date:	AB!)*!/A/*
Project:	C;=21VO Ä&6 Ä<ÄG2#=W&X;;T&RU7&8#<3 OGY&!&)/A5AA-)/FA5AA)		S#=2T;=HP&CÄ4&7O T;=HP&UĀZ&X;;T

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AB)*/A/*.D8.A)R *062604290-0001*	X;;T&R&'),0)+&.&"OÄ H&.&=#W!] #:^ [#=^&I=#W&]#:^OGY& "O>=;J@ Q#3Ä=&#@@;:O#2ÄH&4&2<1&ÄGÄ;J@ E8M&T;#<&EG@J #2O;G		F0\ UÄ J ;@Ä)(\ I #@@	B-\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A)] *062604290-0002*	X;;T&]&'),0)+&.&"OÄ H&.&=#W!] #:^ [#=^&I=#W&]#:^OGY& "O>=;J@ Q#3Ä=&#@@;:O#2ÄH&4&2<1&ÄGÄ;J@ E8M&T;#<&EG@J #2O;G		F-\ UÄ J ;@Ä)*\ I #@@	B-\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A/R *062604290-0003*	X;;T&R&'),0)+&.&"OÄ H&.&=#W!_1O2Ä _1O2Ä&UÄ<ÄG2O2O;J@&G."O>=;J@ EG@J #2O;G S;<;YÄGÄ;J@			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A/] *062604290-0004*	X;;T&]&'),0)+&.&"OÄ H&.&=#W!_1O2Ä _1O2Ä&UÄ<ÄG2O2O;J@&G."O>=;J@ EG@J #2O;G S;<;YÄGÄ;J@			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A/U *062604290-0005*	X;;T&6&'),0)+&.&"OÄ H&.&=#W!_1O2Ä _1O2Ä&UÄ<ÄG2O2O;J@&G."O>=;J@ EG@J #2O;G S;<;YÄGÄ;J@			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A/[*062604290-0006*	X;;T&`&'),0)+&.&"OÄ H&.&=#W!_1O2Ä _1O2Ä&UÄ<ÄG2O2O;J@&G."O>=;J@ EG@J #2O;G S;<;YÄGÄ;J@			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.AFR *062604290-0007*	X;;T&R&'),0)+&.& Ā#G!aÄ ;4 " #@1OGY&.&aÄ ;4& C;G."O>=;J@ RH1Ä@OVÄ&#@@;:O#2Ä)<&YÄGÄ;J@ 4O21&Ā;3&] #:^& XJ>>Ä=&7Ä<>=#GÄ			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.AF] *062604290-0008*	X;;T&]&'),0)+&.& Ā#G!aÄ ;4 " #@1OGY&.&aÄ ;4& C;G."O>=;J@ RH1Ä@OVÄ&#@@;:O#2Ä)<&YÄGÄ;J@ 4O21&Ā;3&] #:^& XJ>>Ä=&7Ä<>=#GÄ			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.AFU *062604290-0009*	X;;T&`&'),0)+&.& Ā#G!aÄ ;4 " #@1OGY&.&aÄ ;4& C;G."O>=;J@ RH1Ä@OVÄ&#@@;:O#2Ä)<&YÄGÄ;J@ 4O21&Ā;3&] #:^& XJ>>Ä=&7Ä<>=#GÄ			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.ABR *062604290-0010*	X;;T&6&'),0)+&.&] #:^ " #@1OGY&.&] #:^& C;G."O>=;J@ RH1Ä@OVÄ&#@@;:O#2Ä)<&YÄGÄ;J@ 4O21&Ā;3&] #:^& XJ>>Ä=&7Ä<>=#GÄ			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.AB] *062604290-0011*	X;;T&6&'),0)+&.&] #:^ " #@1OGY&.&] #:^& C;G."O>=;J@ RH1Ä@OVÄ&#@@;:O#2Ä)<&YÄGÄ;J@ 4O21&Ā;3&] #:^& XJ>>Ä=&7Ä<>=#GÄ			)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A(R *062604290-0012*	X;;T&]&'),0)+&.&] #:^ " #@1OGY&.&] #:^& C;G."O>=;J@];22;<& S;<;YÄGÄ;J@ 7Ä<>=#GÄ!Ā#=		)F\ I #@@	0-\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH

EGO2O# &=Ä3;=2&T=;<%&AB!/,!/A/*&)(%/-%F)

EMSL Analytical, Inc.
528 Mineola Avenue Carle Place, NY 11514
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1223%!!444567895:;<&!&:#= Ä3 #:Ä #>?Ä<@ 5:;<

EMSL Order:	A*/*AB/,A
Customer ID:	6CDE(B
Customer PO:	)/A5AA-)/FA5AA)
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AB)*/A/*.D8.A([*062604290-0013*	X;;T&]&'),0)+&.& " #@1OGY&.&] #:^&];22;<& 7Ä<>=#GÄ!Ā#=	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	)B\ I #@@	0*\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A*R *062604290-0014*	X;;T&R&'),0)+&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.*/] *062604290-0015*	X;;T&]&'),0)+&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A*U *062604290-0016*	X;;T&6&'),0)+&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A*[*062604290-0017*	X;;T&`&'),0)+&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A-R *062604290-0018*	X;;T&R&'),0)+&.&"OÄ H&.&=#W I=#W&X;;T&Q#2:1	C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A-] *062604290-0019*	X;;T&R&'),0)+&.&"OÄ H&.&=#W I=#W&X;;T&Q#2:1	C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A0R *062604290-0020*	X;;T&R&'),0)+&.& " #@1OGY&.&I=#W& I=#GJ #=&U;G:=Ä2Ä	I=#W!Ā#G C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A0] *062604290-0021*	X;;T&R&'),0)+&.& " #@1OGY&.&I=#W& I=#GJ #=&U;G:=Ä2Ä	I=#W!Ā#G C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A,R *062604290-0022*	X;;T&]&'),0)+&.& " #@1OGY&41Ä=Ä& " #@1OGY&<ÄÄ2&21Ä&]=O:^&_# &.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.A,] *062604290-0023*	X;;T&]&'),0)+&.& " #@1OGY&41Ä=Ä& " #@1OGY&<ÄÄ2&21Ä&]=O:^&_# &.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)AR *062604290-0024*	X;;T&]&'),0)+&.& " #@1OGY&JGHÄ=&];22;<&7Ä<>=#GÄ&.& _1O2Ä!]=;4G& RH1Ä@OVÄ	]=;4G!_1O2Ä C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)A] *062604290-0025*	X;;T&]&'),0)+&.& " #@1OGY&JGHÄ=&];22;<&7Ä<>=#GÄ&.& _1O2Ä!]=;4G& RH1Ä@OVÄ	]=;4G!_1O2Ä C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.))R *062604290-0026*	X;;T&"&'),,/+&.&"OÄ H&.&I=#W!] #:^ [#=^&I=#W&]#:^OGY& "O>=;J@ Q#3Ä=&#@@;:O#2ÄH&4G2=1&ÄGÄ;J@ E8M&T;#<&EG@J #2O;G	BA\ UÄ J ;@Ä)/\ I #@@		B0\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.))] *062604290-0027*	X;;T&E&'),,/+&.&"OÄ H&.&I=#W!] #:^ [#=^&I=#W&]#:^OGY& "O>=;J@ Q#3Ä=&#@@;:O#2ÄH&4G2=1&ÄGÄ;J@ E8M&T;#<&EG@J #2O;G	B/\ UÄ J ;@Ä)F\ I #@@		B(\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH

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1223%!!444567895:;<&!&:#= Ä3 #:Ä #>?Ä<@ 5:;<

EMSL Order:	A*/*AB/,A
Customer ID:	6CDE(B
Customer PO:	)/A5AA-)/FA5AA)
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AB)*/A/*.D8.)/R *062604290-0028*	X;;T&"&'),,/+&.& " #@1OGY&.&aÄ ;4& RH1Ä@OVÄ&#@@;:O#2Ä 4O21&Ā;3&_1O2Ä&X;;T& 7Ä<>=#GÄ	]=;4G!Ā#G C;G."O>=;J@ H&YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)/] *062604290-0029*	X;;T&"&'),,/+&.& " #@1OGY&.&aÄ ;4& RH1Ä@OVÄ&#@@;:O#2Ä 4O21&Ā;3&_1O2Ä&X;;T& 7Ä<>=#GÄ	]=;4G!Ā#G C;G."O>=;J@ H&YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)FR *062604290-0030*	X;;T&E&'),,/+&.& " #@1OGY&.&U Ä#=& RH1Ä@OVÄ&#@@;:O#2Ä 4O21&Ā;3&_1O2Ä&X;;T& 7Ä<>=#GÄ	U Ä#= C;G."O>=;J@ H&YÄGÄ;J@	F\ UÄ J ;@Ä	,-\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)F] *062604290-0031*	X;;T&E&'),,/+&.& " #@1OGY&.&U Ä#=& RH1Ä@OVÄ&#@@;:O#2Ä 4O21&Ā;3&_1O2Ä&X;;T& 7Ä<>=#GÄ	U Ä#= C;G."O>=;J@ H&YÄGÄ;J@	/\ UÄ J ;@Ä	,0\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)BR *062604290-0032*	X;;T&"&'),,/+&.& " #@1OGY&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)B] *062604290-0033*	X;;T&E&'),,/+&.& " #@1OGY&.&] #:^& 8Ä#<&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)(R *062604290-0034* | X;;T&[&'),,-+&.&Ā;3& 81OGY Ä@&.&XÄH& R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	0\ I #@@	,/\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)([] *062604290-0035* | X;;T&[&'),,-+&.&Ā;3& 81OGY Ä@&.&XÄH& R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	)A\ I #@@	,A\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)*R *062604290-0036*	X;;T&[&'),,-+&.&];22;<&81OGY Ä@&.& I=ÄÄG&R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	*\ I #@@	,B\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)*] *062604290-0037*	X;;T&[&'),,-+&.&];22;<&81OGY Ä@&.& I=ÄÄG&R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	(\ I #@@	,(\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)-R *062604290-0038*	X;;T&[&'),,-+&.&]#@Ä& 81ÄÄ2&.&] #:^&]#@Ä& X;;T&81ÄÄ2	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	F\ I #@@	,-\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)-] *062604290-0039*	X;;T&[&'),,-+&.&]#@Ä& 81ÄÄ2&.&] #:^&]#@Ä& X;;T&81ÄÄ2	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	B\ I #@@	,*\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)0R *062604290-0040*	X;;T&[&'),,-+&.&] #:^& " #@1OGY&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.)0] *062604290-0041*	X;;T&[&'),,-+&.&] #:^& " #@1OGY&U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.),R *062604290-0042*	X;;T&[&'),,-+&.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\	C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH

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EMSL Order:	A*/*AB/,A
Customer ID:	6CDE(B
Customer PO:	)/A5AA-)/FA5AA)
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AB)*/A/*.D8.),] *062604290-0043*	X;;T&[&'),,-+&.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./AR *062604290-0044*	X;;T&I&'),,/+&.&] #:^& R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	B\ I #@@	,*\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./A] *062604290-0045*	X;;T&S&'),,/+&.&] #:^& R@31# 2O:&X;;T& 81OGY Ä	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	B\ I #@@	,*\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./)R *062604290-0046*	X;;T&I&'),,/+&.&] #:^&]#@Ä&X;;T&81ÄÄ2	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./)] *062604290-0047*	X;;T&S&'),,/+&.&] #:^&]#@Ä&X;;T&81ÄÄ2	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.//R *062604290-0048*	X;;T&U&'),,-+&.&"OÄ H& .&[#=^&I=#W&]#:^OGY& Q#3Ä=&#@@;:O#2ÄH&4O21& E8M&T;#<&EG@J #2O;G	I=#W!] #:^ "O>=;J@ S;<;YÄGÄ;J@	B/\ UÄ J ;@Ä)/\ I #@@	B*\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8.//] *062604290-0049*	X;;T&U&'),,-+&.&"OÄ H& .&[#=^&I=#W&]#:^OGY& Q#3Ä=&#@@;:O#2ÄH&4O21& E8M&T;#<&EG@J #2O;G	I=#W!] #:^ "O>=;J@ S;<;YÄGÄ;J@	BA\ UÄ J ;@Ä F\ I #@@	(-\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./FR *062604290-0050*	X;;T&b&'),,-+&.&"OÄ H&.& Ā#G&UÄ J ;@Ä&];#=H& EG@J #2O;G	Ā#G C;G."O>=;J@ S;<;YÄGÄ;J@	/F\ UÄ J ;@Ä	--\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./F] *062604290-0051*	X;;T&b&'),,-+&.&"OÄ H&.& Ā#G&UÄ J ;@Ä&];#=H& EG@J #2O;G	Ā#G C;G."O>=;J@ S;<;YÄGÄ;J@	/B\ UÄ J ;@Ä	-*\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./BR *062604290-0052*	X;;T&U&'),,-+&.& "OÄ H!" #@1OGY&.& aÄ ;4&RH1Ä@OVÄ& #@@;:O#2ÄH&4O21&Ā;3& _1O2Ä&X;;T& 7Ä<>=#GÄ	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	)F\ UÄ J ;@Ä	0-\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./B] *062604290-0053*	X;;T&b&'),,-+&.& "OÄ H!" #@1OGY&.& aÄ ;4&RH1Ä@OVÄ& #@@;:O#2ÄH&4O21&Ā;3& _1O2Ä&X;;T& 7Ä<>=#GÄ	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@	0\ UÄ J ;@Ä	,/\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./(R *062604290-0054*	X;;T&U&'),,-+&.& "OÄ H!" #@1OGY&.&] #:^& 8Ä#<!&" #@1OGY& U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./(] *062604290-0055*	X;;T&b&'),,-+&.& "OÄ H!" #@1OGY&.&] #:^& 8Ä#<!&" #@1OGY& U#J ^OGY	] #:^ C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./*R *062604290-0056*	X;;T&U&'),,-+&.& " #@1OGY&.&I=#W& " #@1OGY&U#J ^OGY	I=#W C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./*] *062604290-0057*	X;;T&U&'),,-+&.& " #@1OGY&.&I=#W& " #@1OGY&U#J ^OGY	I=#W C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./-R *062604290-0058*	X;;T&U&'),,-+&.& " #@1OGY&.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH

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Customer ID:	6CDE(B
Customer PO:	)/A5AA-)/FA5AA)
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
AB)*/A/*.D8./-] *062604290-0059*	X;;T&U&'),,-+&.& " #@1OGY&.&U Ä#=& " #@1OGY&U#J ^OGY	U Ä#= C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./0R *062604290-0060*	X;;T&U&'),,-+&.& Q#2:1OGY&7#2Ä=O# &.& I=#W&Q#2:1&U#J ^OGY	I=#W C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH
AB)*/A/*.D8./0] *062604290-0061*	X;;T&U&'),,-+&.& Q#2:1OGY&7#2Ä=O# &.& I=#W&Q#2:1&U#J ^OGY	I=#W C;G."O>=;J@ S;<;YÄGÄ;J@		)AA\ C;G.TO>=;J@&'M21Ä=+	C;GÄ&[Ä2Ä:2ÄH

RG# W@2'@+

Faustina Huang (61)

[#GOÀ &U #=^ÀP&R@>Ä@2;@&9#>;=#2;=W&7#G#YÄ=
;=&M21Ä=&R33=;VÄH&8OYG#2;=W

6789&<#OG2#OG@& O#>O O2W& O<O2ÄH&2;&:;@2&;T[illegible]
=Ä3=;HJ:ÄHP&Ä$:Ä32&OG&TJ P&4O21;J2&4=O22ÄG&#33=[illegible]
XÄ@J 2@&#=Ä&YÄGÄ=#2ÄH&T=;<&21Ä&TOÄ H&@#<3 OGY[illegible]
<Ä21;H&@3Ä:OTO:#2O;G@&JG Ä@@&;21Ä=4O@Ä&G;2ÄH5&[illegible]
>J2&#JY<ÄG2ÄH&4O21&3=;:ÄHJ=Ä@&;J2 OGÄH&OG&21Ä[illegible]
;=&#GW&#YÄG:W&;T&21Ä&TÄHÄ=# &Y;VÄ=G<ÄG25&C;G.T[illegible]
>W&21Ä&: OÄG2P&>JO HOGY&<#2Ä=O# @&<#GJT#:2J=[illegible]
8#<3 Ä@&#G# WKÄH&>W&6789&RG# W2O:# P&EG:5&U#= Ä&Q[illegible]

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Attachment C

Site Photographs

1981 Ballasted Roof Type Composition – Roof A

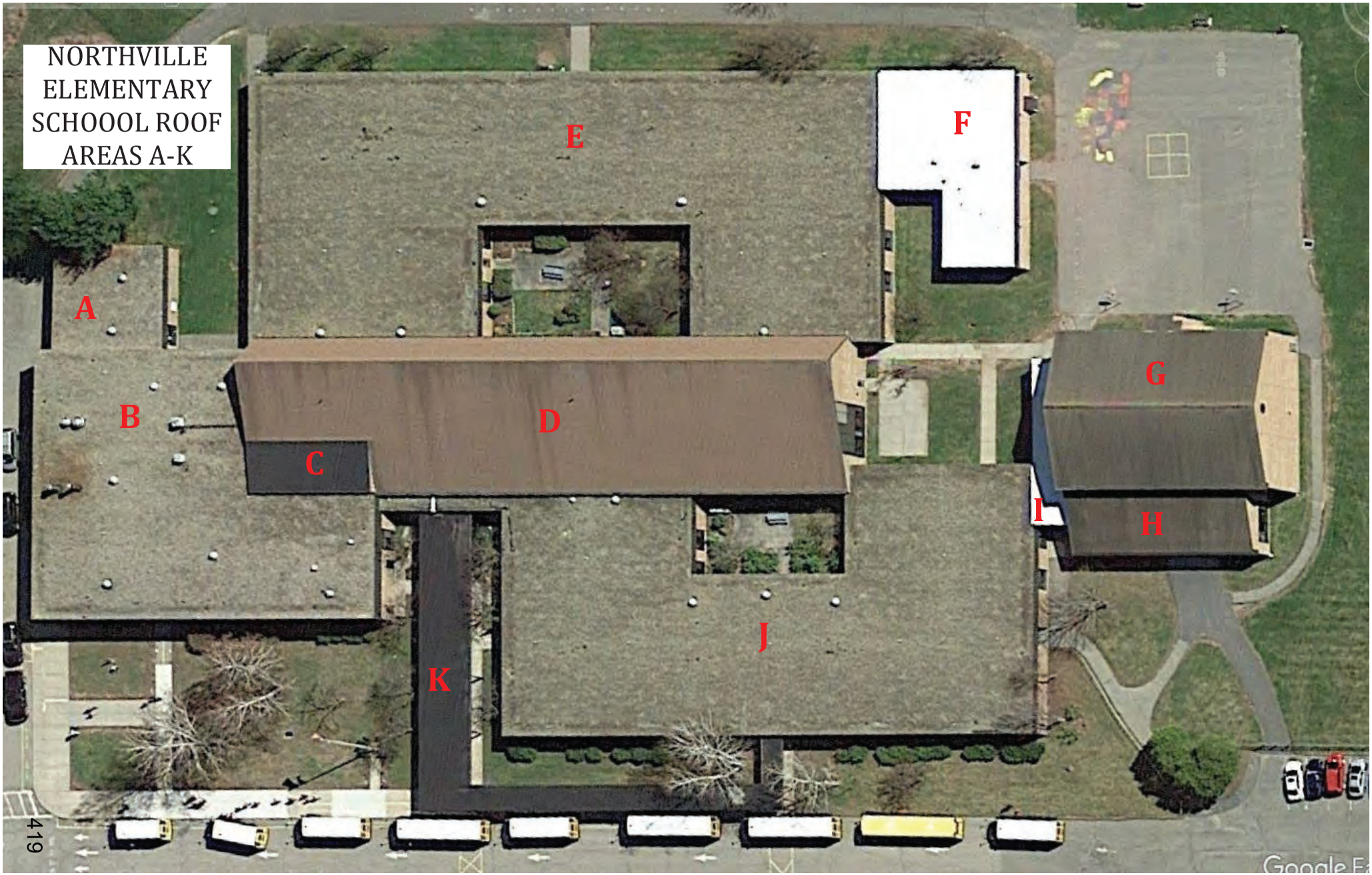
1992 CPE Rubber Roof Type Composition – Roof I

1997 Asphalt Roof Shingle – Roof D

1997 EPDM Rubber Roof – Roof K

Attachment D

Roof Areas Diagram



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PROJECT TITLE:

ROOF REPLACEMENT & SIDING RESTORATION

NORTHVILLE ELEMENTARY SCHOOL

22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

PROJECT LOCATION:

ARCHITECT
SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE, HAMDEN CT 06518
311 STATE STREET NEW LONDON, CT 06320
PHONE 203 230 9007 silverpetrucelli.com

SILVER PETRUCELLI + ASSOCIATES

3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

OFFICIALS:

BUILDING INSPECTOR

FIRE MARSHAL

SANITARIAN/ HEALTH INSPECTOR

ADA/504 COORDINATOR

CONSTRUCTION DOCUMENT SUBMISSION: 09/10/2026

STATE PROJECT NUMBER: 096-0037 RR

FULL SCALE PRINT: 30"x42"

CODE INFORMATION

DATE OF ORIGINAL CONSTRUCTION	1981, 1991
DATE OF ADDITION	NA,

1. GROUP CLASSIFICATION (CHAPTER 3)

(PRIMARY)	E-EDUCATIONAL
(INCIDENTAL)	A3-ASSEMBLY

2. CONSTRUCTION TYPE (CHAPTER 6)

MINIMUM TYPE REQUIRED	2B
ACTUAL TYPE PROVIDED (EXISTING)	2B
(NEW)	NA

3. BUILDING HEIGHT (CHAPTER 5)

ALLOWABLE HEIGHT (STORY/FEET)	2/55'-0"
ACTUAL HEIGHT (STORY/FEET)	1/13'-0", 1/17'-0", 1/36'-0"
(STORIES ABOVE GRADE)	1

4. BUILDING AREA (CHAPTER 5)

A) BUILDING AREA (FIRST)

EXISTING CONSTRUCTION	90,532	sq.ft.
NEW CONSTRUCTION	0	sq.ft.
TOTAL FLOOR	90,532	sq.ft.

B) BUILDING AREA (SECOND)

EXISTING CONSTRUCTION	0	sq.ft.
NEW CONSTRUCTION	0	sq.ft.
TOTAL FLOOR	0	sq.ft.
TOTAL (ALL FLOORS)	90,532	sq.ft.

5. AREA MODIFICATIONS TO TABLE 503 (FOR EACH SEPARATE BUILDING AS DEFINED BY FIRE WALLS AND/OR EXTERIOR WALLS)

NA

6. CASE 1 - SINGLE OCCUPANCY OR NONSEPARATED USES (302.3.1) (ALLOWABLE AREA 506.4)

NA

7. CASE 2 - MIXED OCCUPANCY SEPARATED USES (302.3.2) (ALLOWABLE AREA 506.4)

NA

8. FIRE-RESISTANCE RATED REQUIREMENTS FOR BUILDING ELEMENTS (TABLE 601, SEE CODE PLANS FOR SPECIFIC DESIGNATIONS)

1 STRUCTURAL FRAME; INCLUDING COLUMNS, GIRDERS, TRUSSES	0	Hr(s)
2 BEARING WALLS: EXTERIOR (TABLE 602)	0	Hr(s)
INTERIOR	0	Hr(s)
3 NONBEARING WALLS & PARTITIONS EXTERIOR (TABLE 602)	0	Hr(s)
4 NONBEARING WALLS & PARTITIONS INTERIOR	0	Hr(s)
5 FLOOR CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)
6 ROOF CONSTRUCTION (INCLUDING SUPPORTING BEAMS & JOISTS)	0	Hr(s)

9. OCCUPANCY LOAD

DESIGN TOTAL FOR BASEMENT	NA
TOTAL EXIT CAPACITY FOR BASEMENT	NA
DESIGN TOTAL FOR FIRST FLOOR	NA
TOTAL EXIT CAPACITY FOR FIRST FLOOR	NA
DESIGN TOTAL FOR BUILDING	NA
TOTAL EXIT CAPACITY FOR BUILDING	NA

10. MODIFICATIONS

	APPROVED	NOT APPROVED

11. ACCESSIBLE BUILDING

X	DESIGNATED
	NON DESIGNATED

12. MINIMUM PLUMBING FIXTURE COUNT (I.P.C. CHAPTER 4) FOR EACH TYPE OF OCCUPANCY PER ENTIRE FACILITY

GROUP "A3" OCCUPANCY (DESIGN LOAD = NA)

	REQUIRED	PROVIDED
W/C MALE	NA	NA
W/C FEMALE	NA	NA
LAVS	NA	NA
D/F	NA	NA
W/C UNISEX	NA	NA
LAVS UNISEX	NA	NA

GROUP "E" OCCUPANCY, (DESIGN LOAD = NA)

W/C	NA	NA
LAVS	NA	NA
D/F	NA	NA

(TOTAL DESIGN LOAD FOR ENTIRE FACILITY = NA)

13. ENTIRE BUILDINGS SPRINKLERED — YES: ; NO: X

14. THRESHOLD BUILDING CONDITIONS — YES: ; NO: X

15. CODES TO WHICH THIS PROJECT WAS DESIGNED

State Building Code	2021 IBC CTSBC/2022 AMEND,
State Mechanical Code	2017 ICC
State Plumbing Code	2015 IPC
State Energy Conservation Code	2015 IECC
State Electrical Code	2020 NFPA 70
State Health Code	MOST CURRENT
OSHA	MOST CURRENT
Section 504	CURRENT
ADA	MOST CURRENT
ANSI 117.1	MOST CURRENT

16. BUILDING AREAS FOR GRANT CALCULATION (ENTIRE FACILITY)

(MEASURED TO INSIDE FACE OF EXTERIOR WALLS)

EXISTING UNRENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING RENOVATED CONSTRUCTION	0	SQ.FT.
EXISTING BEING DEMOLISHED	0	SQ.FT.
TOTAL EXISTING CONSTRUCTION	90,532	SQ.FT.
TOTAL NEW CONSTRUCTION	0	SQ.FT.
TOTAL FACILITY	90,532	SQ.FT.

OPEN AREAS (NOT INCLUDED IN TOTAL FACILITY)

NA — NA SQ.FT.

17. TOTAL CONSTRUCTED BUILDING AREA (OUTSIDE FACE OF EXTERIOR WALLS INCLUDING OPEN AREAS ABOVE) — NA SQ.FT.

FIRE SAFETY CODE DATA:

1. CLASSIFICATION OF OCCUPANCY	EDUCATIONAL/ASSEMBLY
2. MINIMUM CONSTRUCTION REQUIRED	2B
ACTUAL CONSTRUCTION PROVIDED	2B

3. NOTIFICATION / ALARMS (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002) — YES X NO
4. DETECTION (CFSC 2005, NFPA 72, NATIONAL FIRE ALARM CODE 2002) — YES X NO
5. EXTINGUISHMENT REQUIREMENTS (NFPA 13, 2002) — YES X NO

MEANS OF EGRESS

MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT IBC TABLE 1004.1.2

USE	FLOOR AREA IN S.F. PER OCCUPANT
1. CLASSROOMS	20 S.F. NET
2. SHOPS & VOCATIONAL	50 S.F. NET
3. ASSEMBLY	
WITHOUT FIXED SEATS	7 S.F. NET
TABLES AND CHAIRS	15 S.F. NET
4. PLATFORMS	15 S.F. NET
5. LIBRARY	
READING ROOMS	50 S.F. NET
STACK AREA	100 S.F. GROSS
6. LOCKER ROOMS	50 S.F. GROSS
7. MECHANICAL AREAS	300 S.F. GROSS
8. STORAGE	300 S.F. GROSS
9. BUSINESS AREAS	150 S.F. GROSS
10. Courtyards	15 S.F. NET

MAXIMUM LENGTH OF EXIT TRAVEL
1. I.B.C. TABLE 1017.2 — 200 feet

SYMBOL LEGEND

- X/XX — PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
- SL — INDICATES SLOPE DIRECTION OF NEW TAPERED INSULATION
- TAPERED INSULATION CRICKET SLOPED @ 1" PER FOOT
- NIC. - NOT IN CONTRACT SCOPE
- ERD. - EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTE #4
- NRD. - NEW ROOF DRAIN. SEE DETAIL A/A4
- CU. - EXISTING CONDESING UNIT ON NEW CURB, SEE DETAIL M/A4
- DS1 - NEW 5"X5" ALUMINUM DOWNSPOUT - CONNECT TO EXISTING CAST IRON BOOT
- DS. - NEW 5"X5" DOWNSPOUT TO GRADE - INSTALL NEW CONCRETE SPLASH BLOCK
- VS. - EXISTING VENT STACK. SEE DETAIL B/A4
- EF. - EXISTING EXHAUST FAN UNIT, SEE DETAIL F/A4
- EJ. - EXPANSION JOINT - SEE DETAIL D/A4
- MU. - EXISTING MECHANICAL UNIT. SEE DETAIL J/A4
- PP. - PITCH BOX. SEE DETAIL C/A4
- HF. - HOT FLUE SEE DETAIL L/A4
- HP. - HIGH POINT OF TAPERED INSULATION
- SOS - SECONDARY OVERFLOW SCUPPER - SEE DETAIL N/A4
- EC - EXISTING CONDUIT TO BE REMOVED & REINSTALLED - SEE DETAIL E/A4
- ANT. - EXISTING ANTENNA TO BE REMOVED AND REINSTALLED AFTER ROOFING OPER.

CONSTRUCTION NOTES (X)→

1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT. SEE PROJECT MANUAL.
2. NEW METAL DOWNSPOUT IN EXIST.LOCATION. PROVIDE CONCRETE SPLASH BLOCK.
3. REINSTALL EXISTING CAMERA AFTER INSTALLATION OF NEW METAL SIDING
4. REINSTALL EXISTING BACKBOX DEVICE AFTER INSTALLATION OF NEW METAL SIDING
5. REINSTALL EXISTING ANTENNA AFTER INSTALLATION OF NEW METAL SIDING
6. REINSTALL EXISTING SPEAKER AFTER INSTALLATION OF NEW METAL SIDING
7. REINSTALL EXISTING WEATHER STATION AFTER INSTALLATION OF NEW METAL SIDING

GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE 5" RIGID INSULATION BASE LAYER (MIN R-30) & TAPERED INSULATION AS NOTED ON ROOF PLAN TO ACHIEVE MINIMUM ¼" PER FOOT SLOPE PER IBC.
2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
6. ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8". (VERTICAL OR HORIZONTAL)
7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PERICED OR DAMAGED.
9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
10. SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELED, W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
12. SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF ¼" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
14. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
15. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
16. ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

DEMOLITION NOTES (X)→

1. REMOVE EXISTING ROOFING SYSTEM,FLASHINGS & EXISTING INSULATION DOWN TO THE EXISTING METAL DECK.
2. REMOVE EXISTING ASPHALT SHINGLES, BUILDING PAPER, DRIP EDGE, INSULATION & PLYWOOD DECKING (DOWN TO METAL DECK)
3. REMOVE EXISTING ASPHALT RIDGE CAP
4. REMOVE EXISTING DRAIN & ASSOCIATED PLUMBING COMPONENTS
5. REMOVE EXISTING ALUMINUM GUTTERS
6. REMOVE EXISTING ALUMINUM DOWNSPOUT (3"x4")
7. REMOVE EXISTING WOOD CURB & ASSOCIATED FLASHING
8. REMOVE EXISTING VENT STACK FLASHING
9. REMOVE EXISTING PITCH BOX & ASSOCIATED FLASHING
10. REMOVE EXISTING METAL SIDING, METAL EDGE FLASHING, PLYWOOD SUBSTRATE & WOOD BLOCKING ANCHORS
11. REMOVE EXISTING EIFS SOFFIT & PLYWOOD SUBSTRATE
12. REMOVE EXISTING STONE BALLAST ABOVE ROOFING MEMBRANE
13. REMOVE EXISTING OVERFLOW DRAIN
14. REMOVE EXISTING CAMERA, RETAIN FOR REINSTALLATION AFTER NEW WORK
15. REMOVE EXIST. BACKBOX DEVICE, RETAIN FOR REINSTALL. AFTER NEW WORK
16. REMOVE EXISTING ANTENNA, RETAIN FOR REINSTALLATION AFTER NEW WORK.
17. REMOVE EXSITING SPEAKER, RETAIN FOR REINSTALLATION AFTER NEW WORK
18. REMOVE EXISTING WEATHER STATION & RETAIN FOR REINSTALLATION AFTER NEW WORK

BASE BID ROOFS

LOW SLOPED ROOFS:

ROOF 1	1,786	SF.
ROOF 2	11,590	SF.
ROOF 3	18,964	SF.
ROOF 4	22,677	SF.
ROOF 5	3,327	SF.
ROOF 6	1,021	SF.
ROOF 7	3,424	SF.
ROOF 8	1,200	SF.
TOTAL:	63,989	S.F.

SLOPED ROOFS:

ROOF A	18,022	SF.
ROOF B	8,521	SF.
TOTAL:	26,543	S.F.

TOTAL BASE BID ROOFS: 90,532 SF.

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVERBOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61
R-VALUE TOTAL	34.24

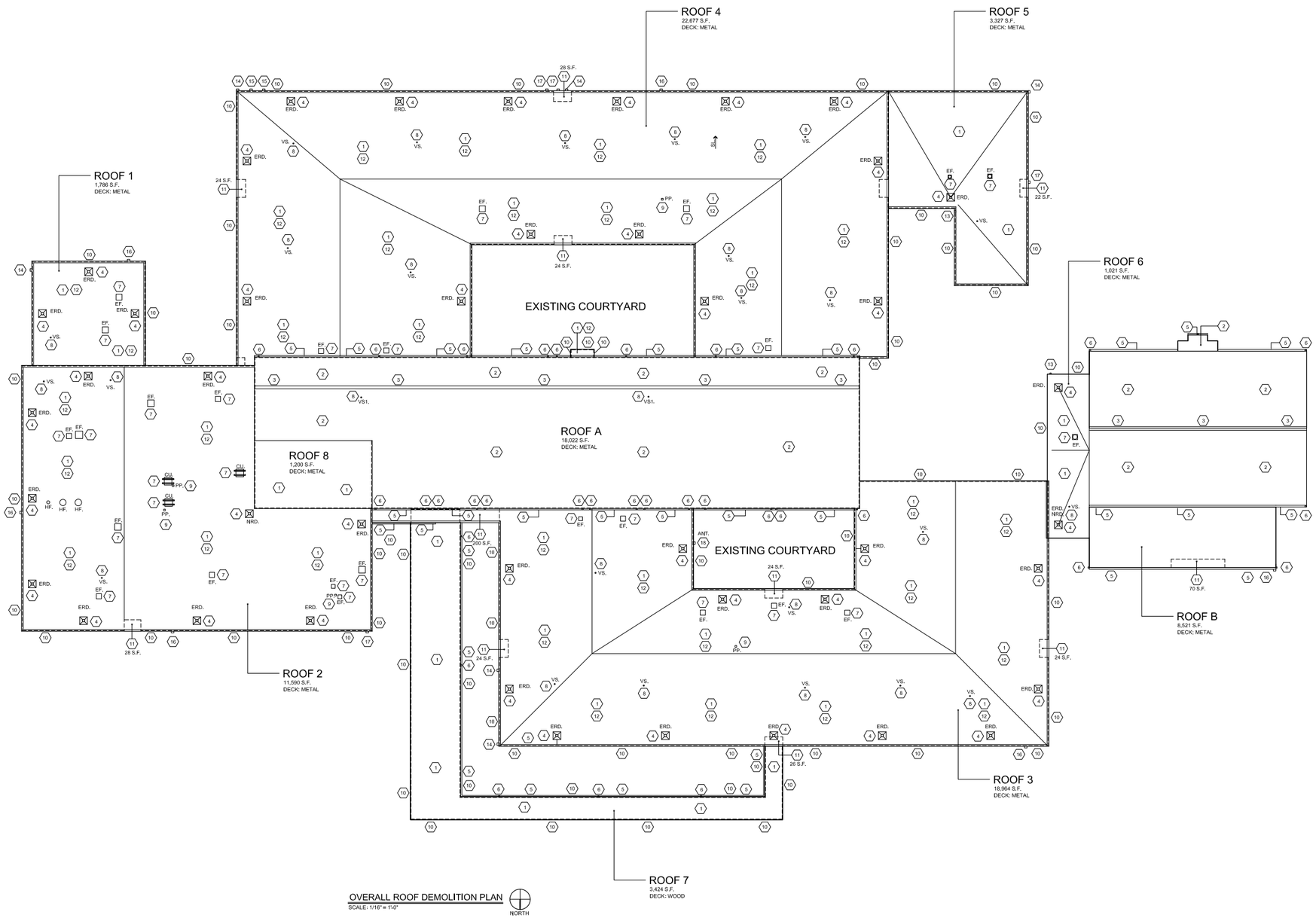
CODE INFORMATION

USE GROUP : E
CONSTRUCTION CLASS: 2B
RISK CATEGORY #4
BASIC DESIGN WIND SPEED: 130 MPH
ALLOWABLE STRESS DESIGN WIND SPEED: 101 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

DRAWING LIST

COVER SHEET
A1 GENERAL INFORMATION, CODE, AND DRAWINGS LIST
A2 OVERALL ROOF DEMOLITION PLAN
A3 OVERALL ROOF PLAN
A4 TYPICAL ROOF DETAILS
A5 SECTION DETAILS
A6 SECTION DETAILS
A7 SECTION DETAILS
A8 SECTION DETAILS
A9 SECTION DETAILS
A10 SECTION DETAILS
A11 ALTERNATE OVERALL ROOF PLAN
A12 ALTERNATE TYPICAL ROOF DETAILS
A13 ALTERNATE SECTION DETAILS
A14 ALTERNATE SECTION DETAILS
A15 ALTERNATE SECTION DETAILS
A16 ALTERNATE SECTION DETAILS
A17 ALTERNATE SECTION DETAILS
A18 ALTERNATE SECTION DETAILS
A20 METAL PROFILE SECTION DETAILS
A30 EXTERIOR ELEVATIONS
A31 ALTERNATE EXTERIOR ELEVATIONS



OVERALL ROOF DEMOLITION PLAN
SCALE: 1/16" = 1'-0"

SYMBOL LEGEND

X / XX	-	PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
SL	-	INDICATES SLOPE DIRECTION OF NEW TAPERED INSULATION
	-	TAPERED INSULATION CRICKET SLOPED @ 1" PER FOOT
NIC.	-	NOT IN CONTRACT SCOPE
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DS.	-	NEW 5"X5" DOWNSPOUT TO GRADE - INSTALL NEW CONCRETE SPLASH BLOCK
VS.	-	EXISTING VENT STACK. SEE DETAIL B/A4
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EJ.	-	EXPANSION JOINT - SEE DETAIL D/A4
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SOS	-	SECONDARY OVERFLOW SCUPPER - SEE DETAIL N/A4
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GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE 5" RIGID INSULATION BASE LAYER (MIN R-30) & TAPERED INSULATION AS NOTED ON ROOF PLAN TO ACHIEVE MINIMUM ¼" PER FOOT SLOPE PER IBC.
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CONSTRUCTION NOTES

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3. REINSTALL EXISTING CAMERA AFTER INSTALLATION OF NEW METAL SIDING
4. REINSTALL EXISTING BACKBOX DEVICE AFTER INSTALLATION OF NEW METAL SIDING
5. REINSTALL EXISTING ANTENNA AFTER INSTALLATION OF NEW METAL SIDING
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Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
	-	-	

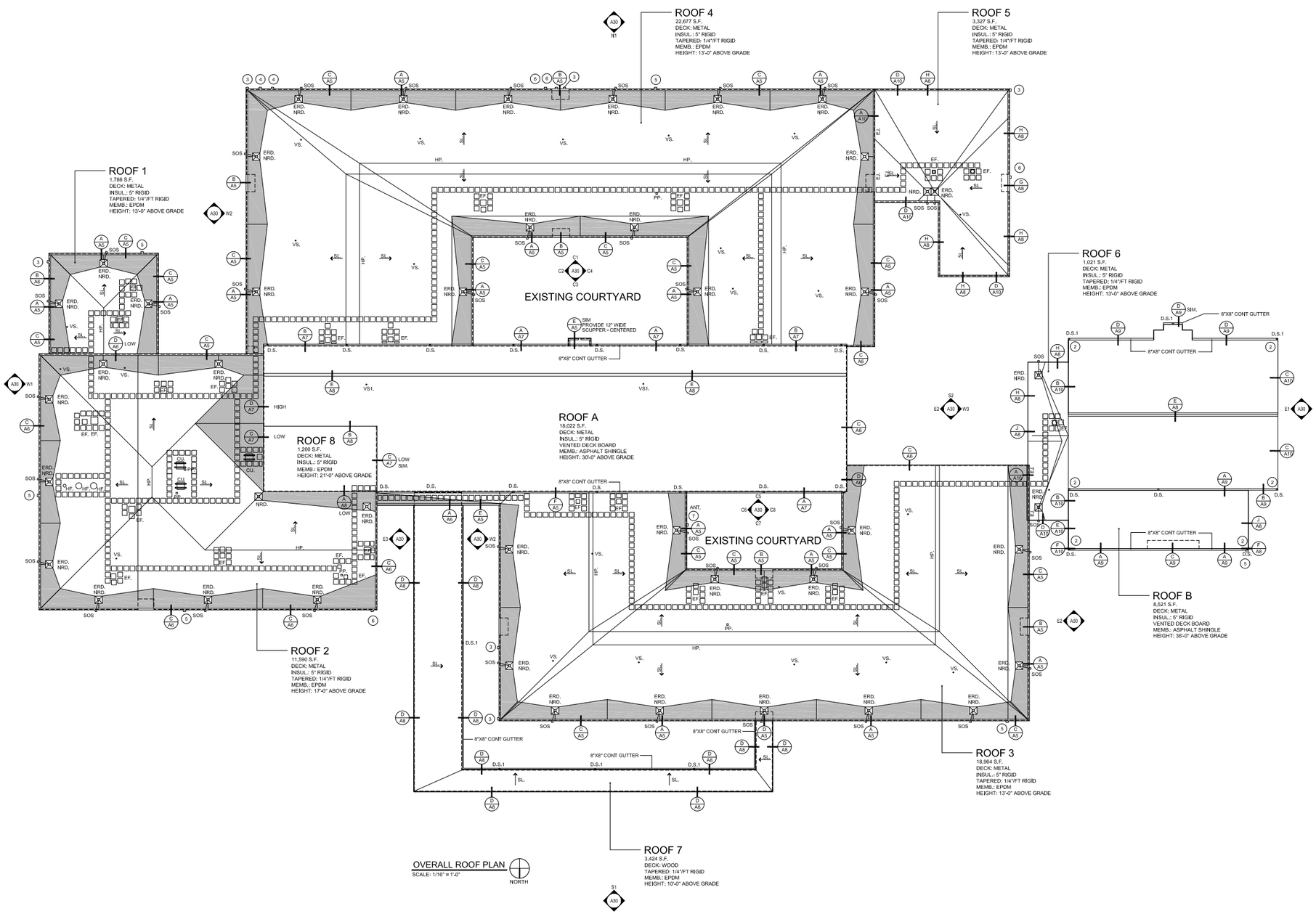
Drawing Title:
OVERALL ROOF DEMOLITION PLAN
BASE & ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1/16" = 1'-0"
Drawn By: D. A.PETRUCELLI
Project Number: 26-090

Drawing Number:
A2



SYMBOL LEGEND

- X/XX - PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
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- TAPERED INSULATION CRICKET SLOPED @ 1" PER FOOT
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GENERAL NOTES

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2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
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7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
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15. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
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CONSTRUCTION NOTES (X)

1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT, SEE PROJECT MANUAL.
2. INSTALL METAL SIDING RETURN BY SIDING MANUF. MATCH IN-KIND
3. REINSTALL EXISTING CAMERA AFTER INSTALLATION OF NEW METAL SIDING
4. REINSTALL EXISTING BACKBOX DEVICE AFTER INSTALLATION OF NEW METAL SIDING
5. REINSTALL EXISTING ANTENNA AFTER INSTALLATION OF NEW METAL SIDING
6. REINSTALL EXISTING SPEAKER AFTER INSTALLATION OF NEW METAL SIDING
7. REINSTALL EXISTING WEATHER STATION AFTER INSTALLATION OF NEW METAL SIDING

BASE BID ROOFS

LOW SLOPED ROOFS:

ROOF 1	1,786	SF.
ROOF 2	11,590	SF.
ROOF 3	18,964	SF.
ROOF 4	22,677	SF.
ROOF 5	3,327	SF.
ROOF 6	1,021	SF.
ROOF 7	3,424	SF.
ROOF 8	1,200	SF.
TOTAL:	63,989	S.F.

SLOPED ROOFS:

ROOF A	18,022	SF.
ROOF B	8,521	SF.
TOTAL:	26,543	S.F.

TOTAL BASE BID ROOFS: 90,532 SF.

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVERBOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61
R-VALUE TOTAL	34.24

CODE INFORMATION

USE GROUP : E
CONSTRUCTION CLASS: 2B
RISK CATEGORY #4
BASIC DESIGN WIND SPEED: 130 MPH
ALLOWABLE STRESS DESIGN WIND SPEED: 101 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
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Revision:	Description:	Date:	Revised By:
	-	-	

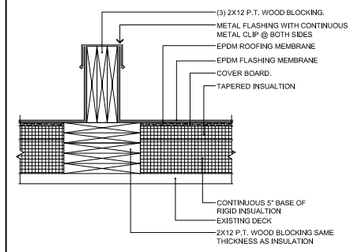
Drawing Title:
OVERALL ROOF PLAN
BASE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1/16" = 1'-0"
Drawn By: D. A.PETRUCELLI
Project Number: 26-090

Drawing Number: A3



M CONDENSING UNIT CURB DETAIL
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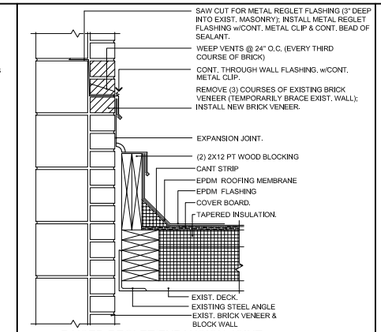
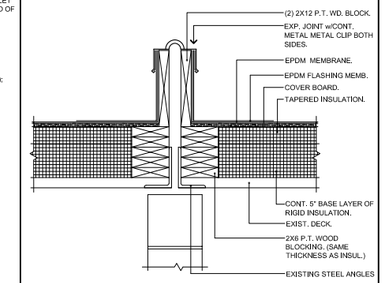


H RAISED REGLET/EXPANSION JOINT
1-1/2"=1'-0"



D EXPANSION JOINT
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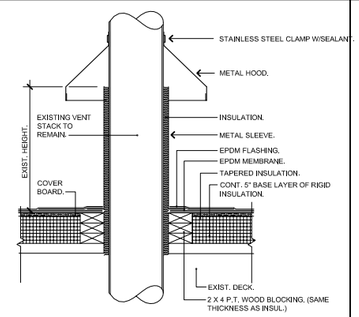
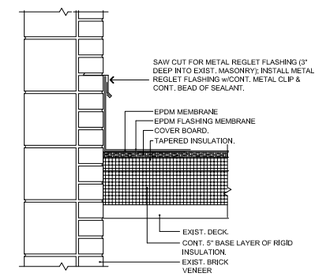


L HOT METAL FLUE DETAIL
1-1/2"=1'-0"



G RAISED REGLET
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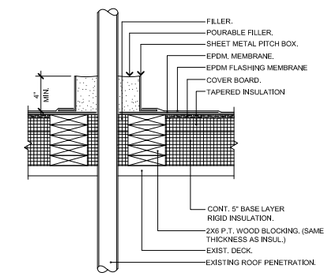
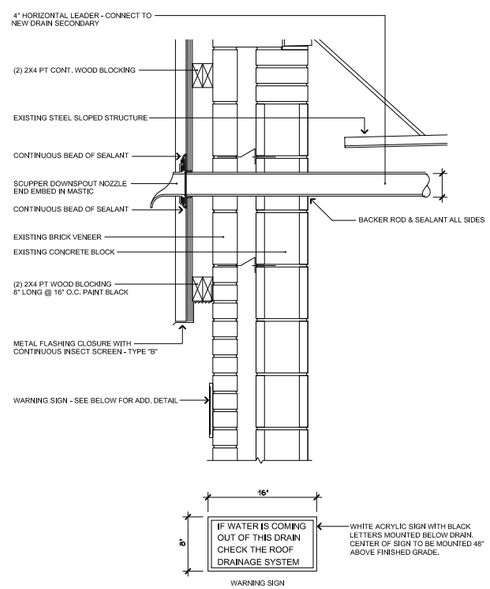
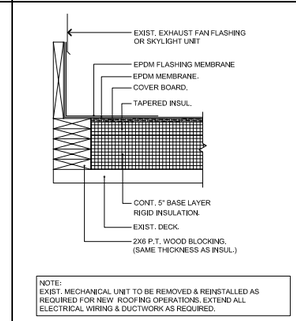


C PITCH POCKET
1-1/2"=1'-0"



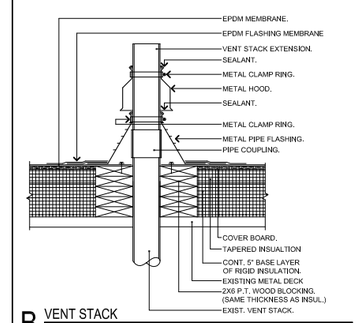
N OVERFLOE SCUPPER NOZZLE DETAIL
1-1/2"=1'-0"

K NOT USED
1-1/2"=1'-0"



NOTE:
EXIST. MECHANICAL UNIT TO BE REMOVED & REINSTALLED AS REQUIRED FOR NEW ROOFING OPERATIONS. EXTEND ALL ELECTRICAL WIRING & DUCTWORK AS REQUIRED.

F ROOF EXHAUST FAN CURB DETAIL
1-1/2"=1'-0"



B VENT STACK
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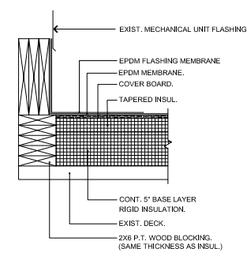
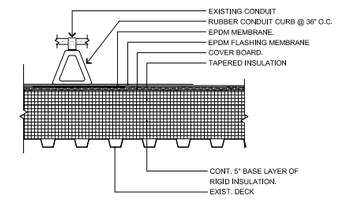
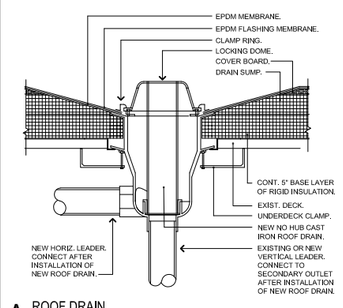


NOTE:
EXIST. MECHANICAL UNIT TO BE REMOVED & REINSTALLED AS REQUIRED FOR NEW ROOFING OPERATIONS. EXTEND ALL ELECTRICAL WIRING & DUCTWORK AS REQUIRED.

J MECHANICAL UNIT CURB DETAIL
1-1/2"=1'-0"



E CONDUIT PIPING SUPPORT
1-1/2"=1'-0"



A ROOF DRAIN
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
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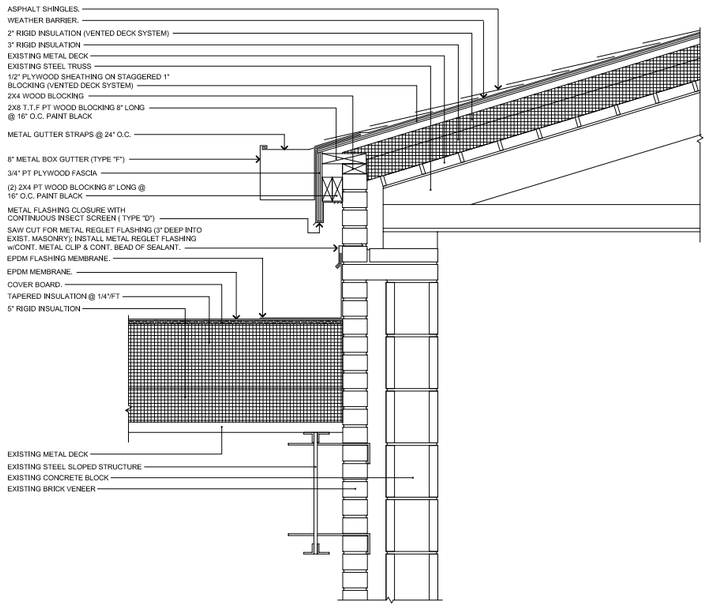
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
TYPICAL ROOF DETAILS
BASE BID

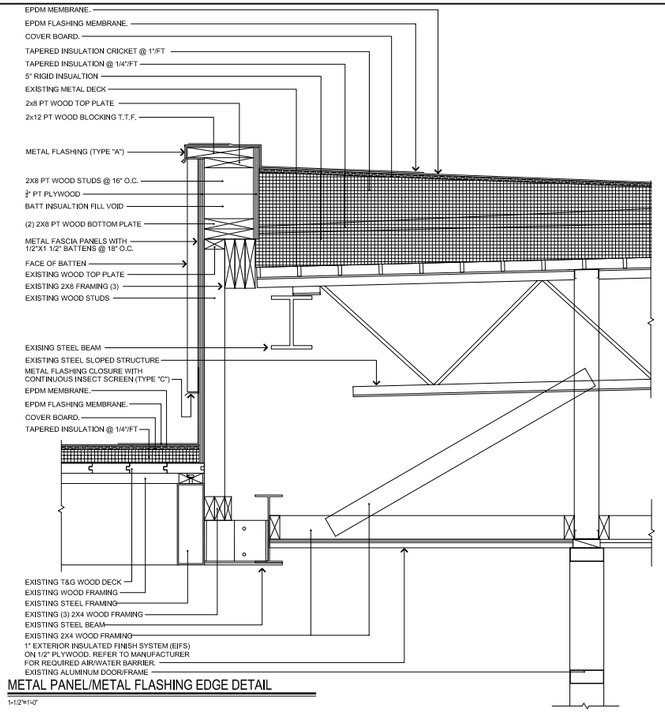
Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

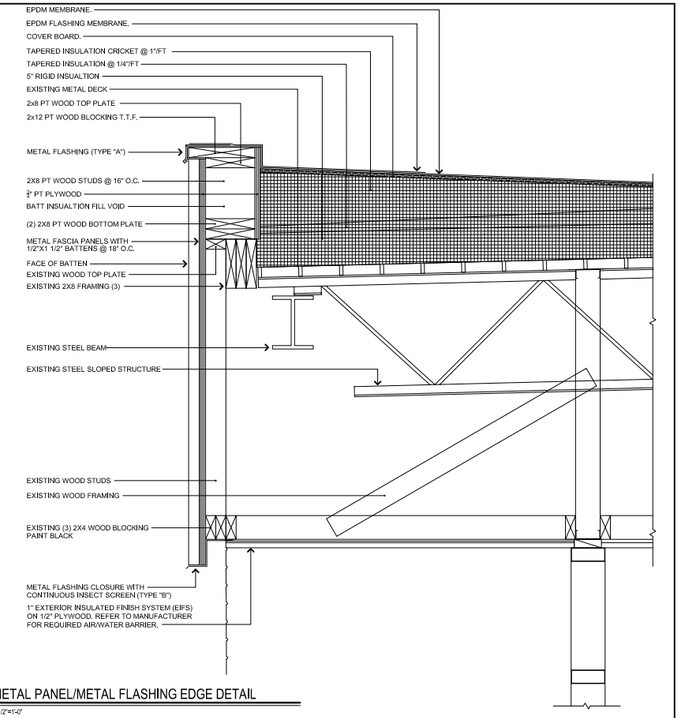
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: D. A.PETRUCELLI
Project Number: 26-090
Drawing Number: A4



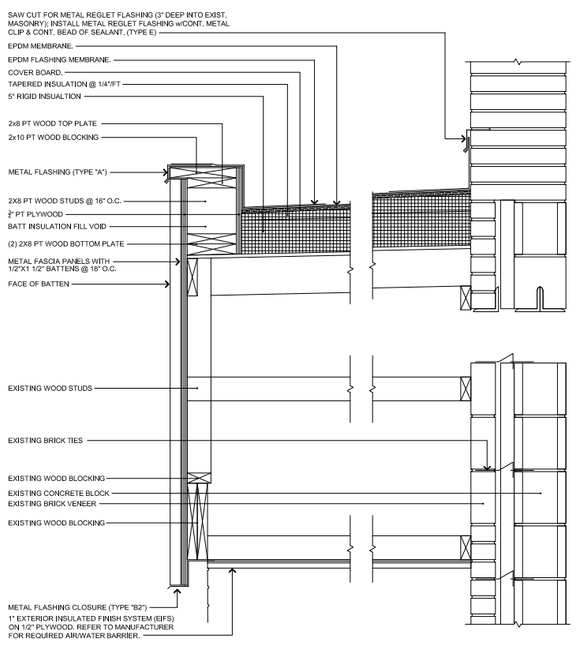
F ROOF TRANSITION DETAIL
1-1/2"=1'-0"



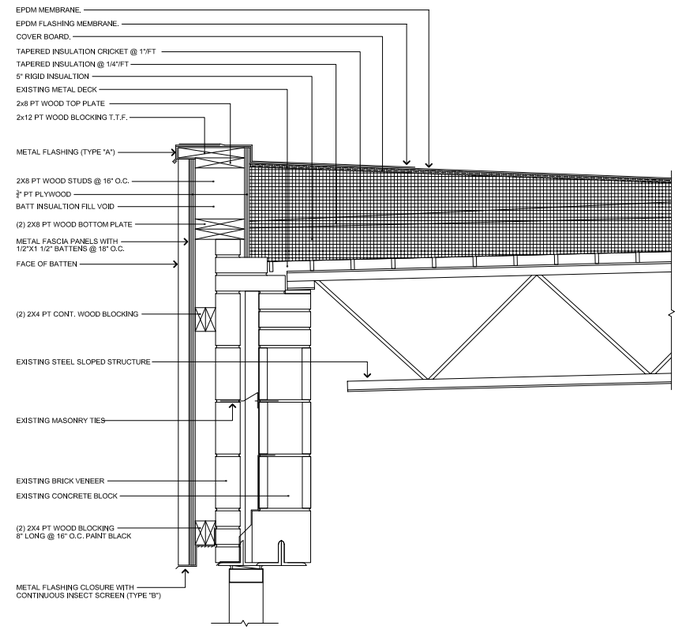
D METAL PANEL/METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



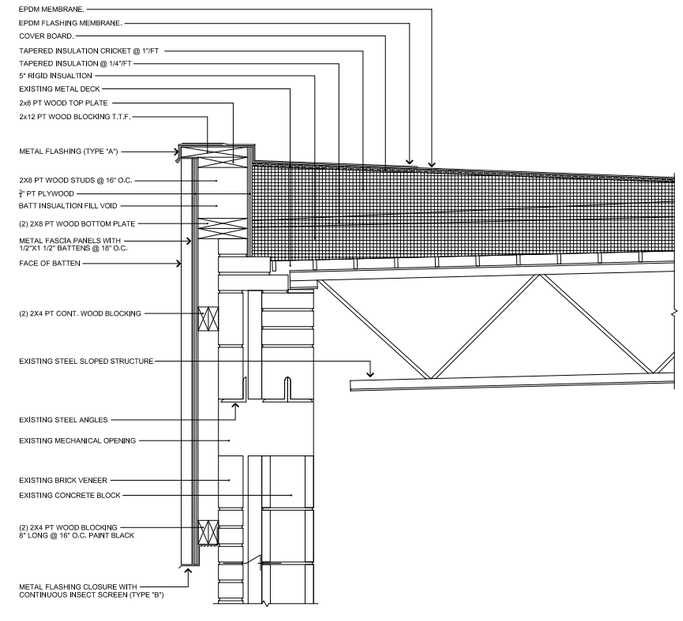
B METAL PANEL/METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



E METAL PANEL/METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



C METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



A METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
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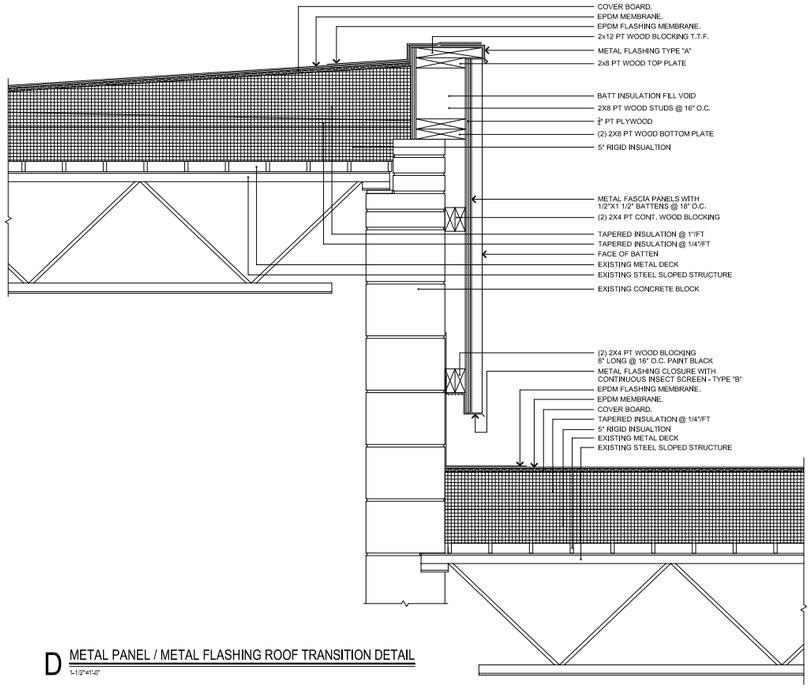
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
SECTION DETAILS
BASE BID

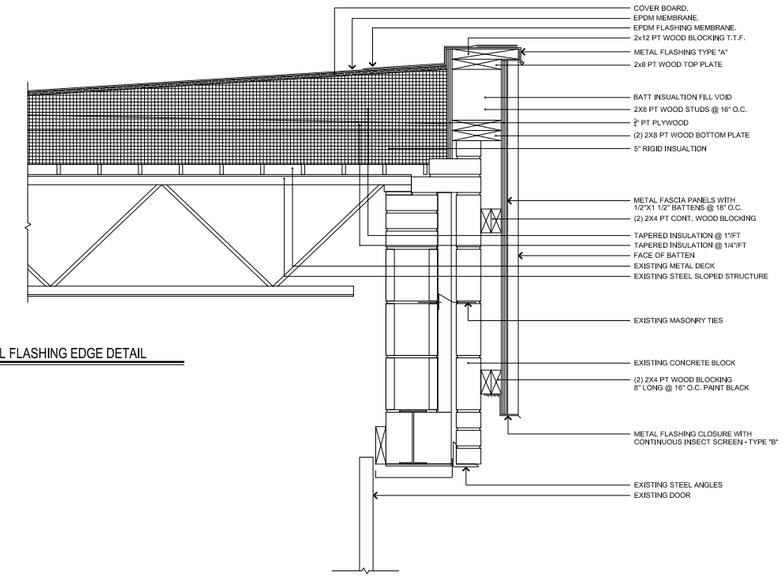
Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

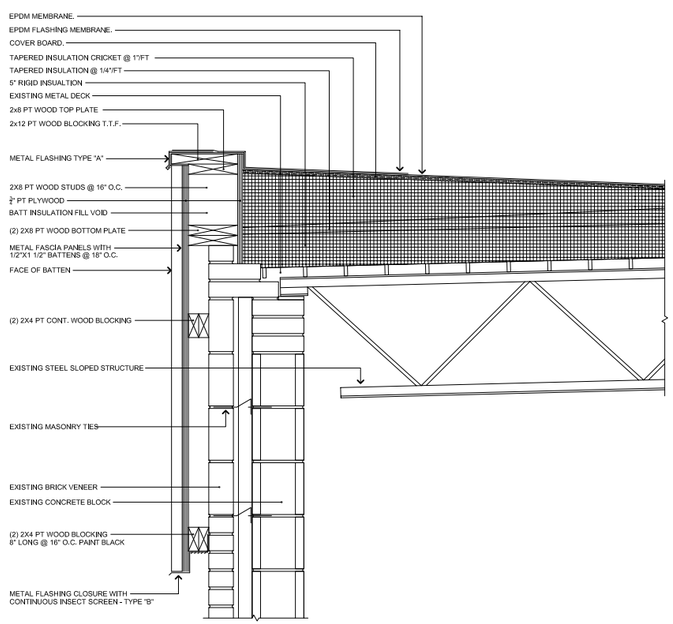
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A5



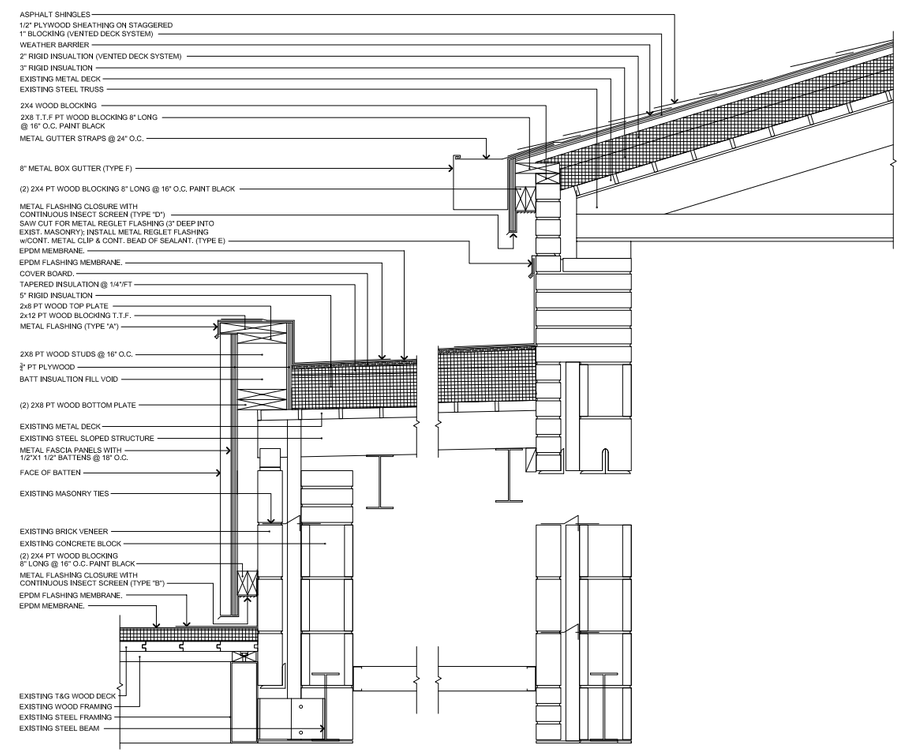
D METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL
1-1/2"=1'-0"



B METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



C METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



A METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

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Revision:	Description:	Date:	Revised By:
	-	-	

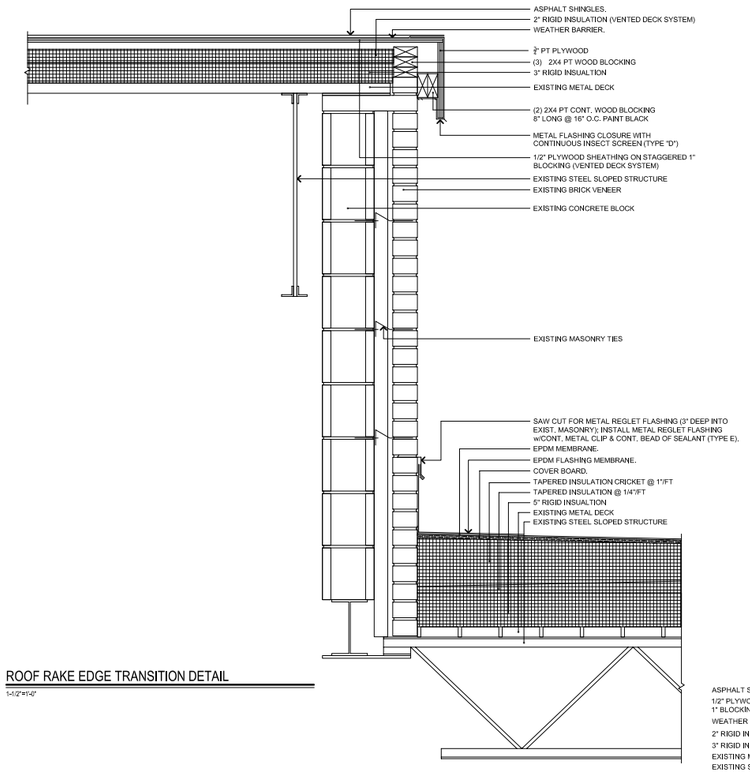
Drawing Title:
SECTION DETAILS
BASE BID

Project Phase:
CONSTRUCTION DOCUMENTS

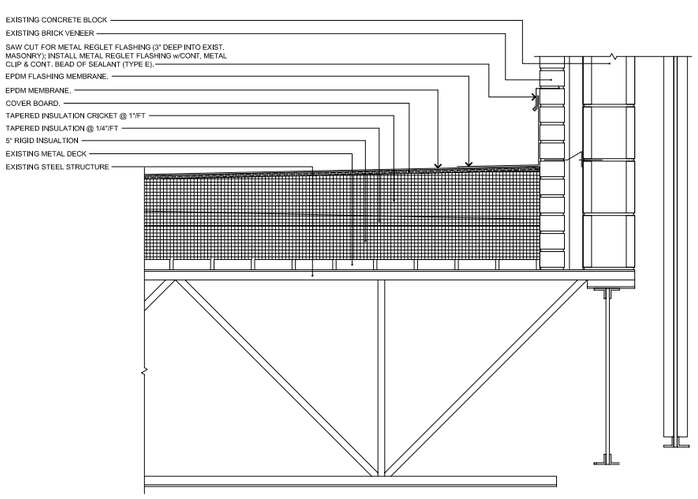
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

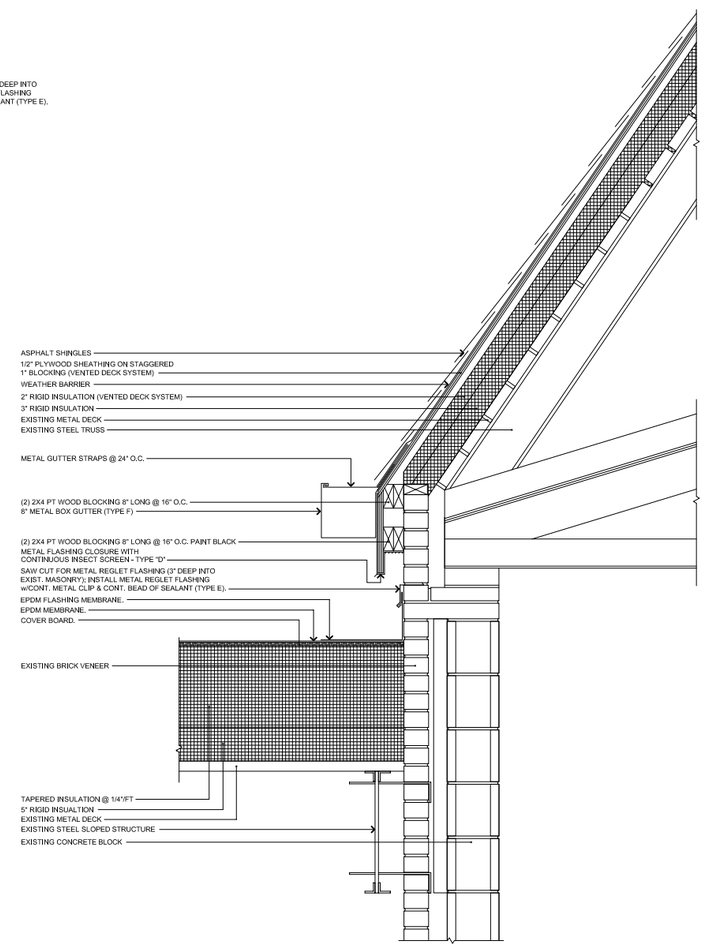
Drawing Number:
A6



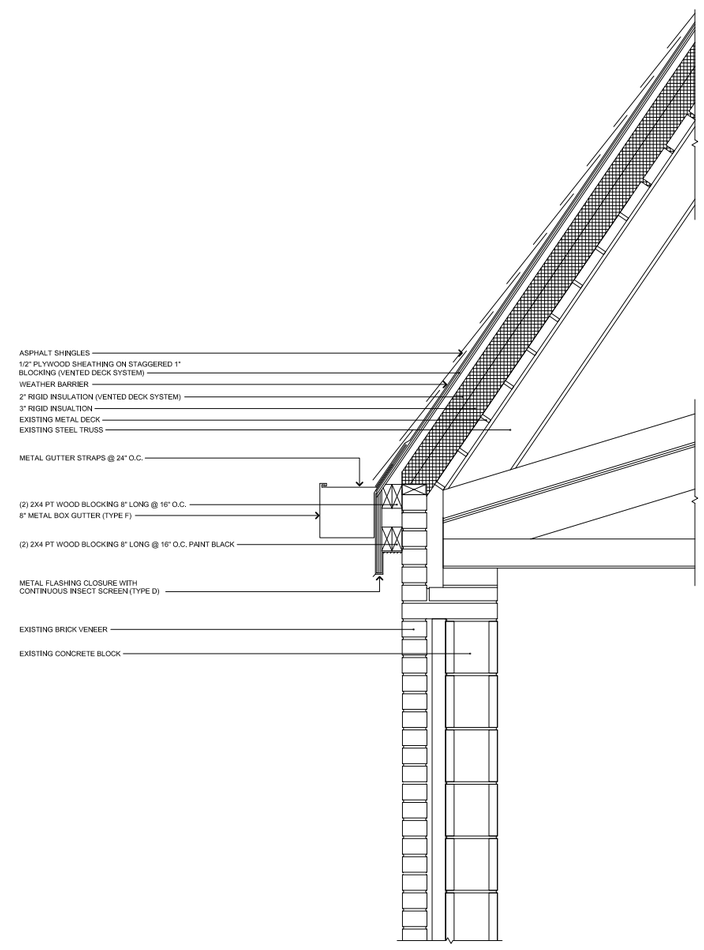
D ROOF RAKE EDGE TRANSITION DETAIL
1-1/2"=1'-0"



C ROOF TRANSITION DETAIL
1-1/2"=1'-0"



B ROOF GUTTER EDGE AND TRANSITION DETAIL
1-1/2"=1'-0"



A ROOF GUTTER EDGE DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
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311 STATE STREET NEW LONDON CT 06320
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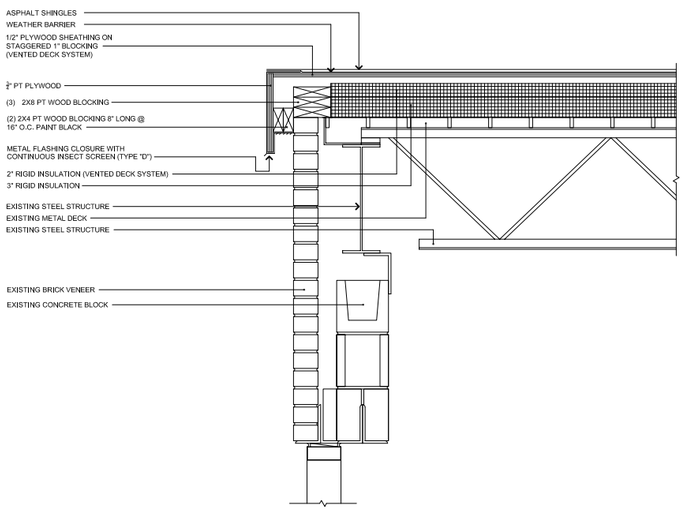
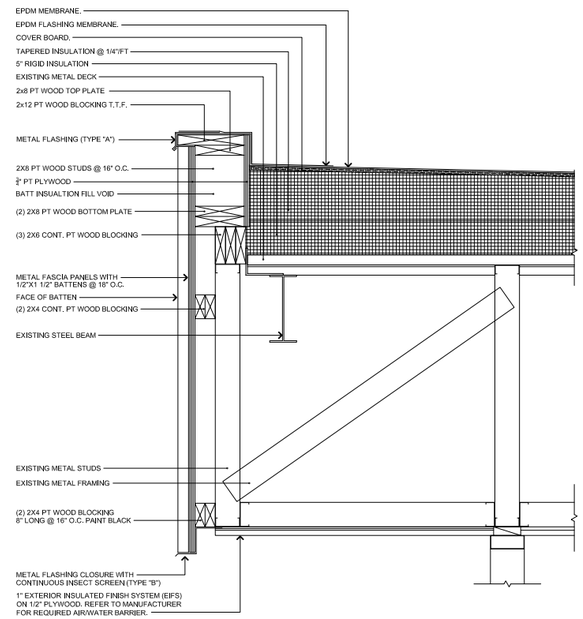
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title: SECTION DETAILS BASE BID
Project Phase: CONSTRUCTION DOCUMENTS
State Project Number: 096-0037 RR
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A7



J METAL PANEL / METAL FLASHING RAKE EDGE DETAIL
1-1/2"=1'-0"



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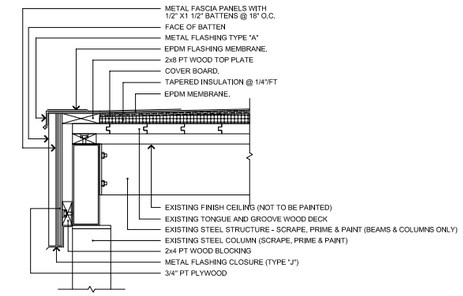
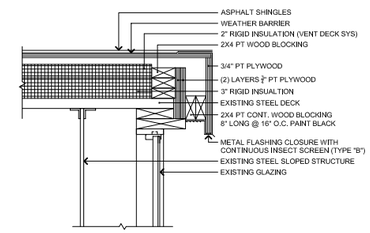
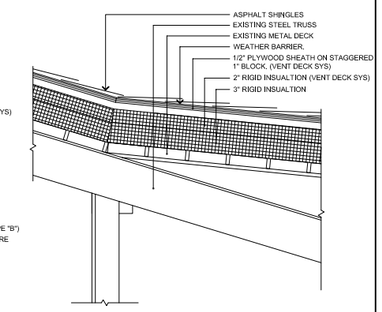


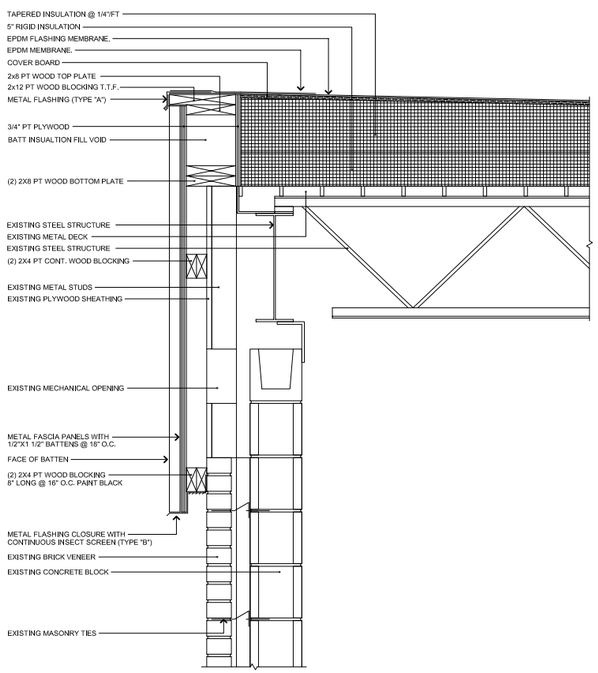
D METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



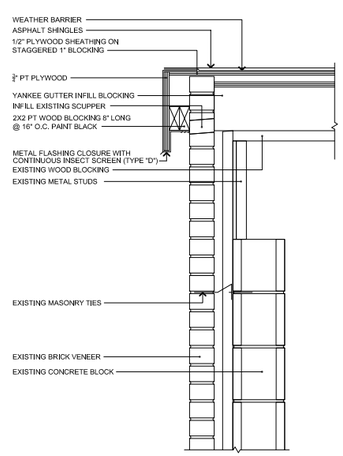
C METAL PANEL / METAL FLASHING RAKE EDGE DETAIL
1-1/2"=1'-0"



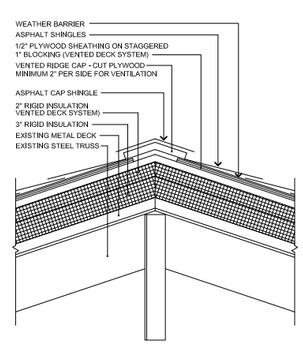
B ROOF TRANSITION DETAIL
1-1/2"=1'-0"



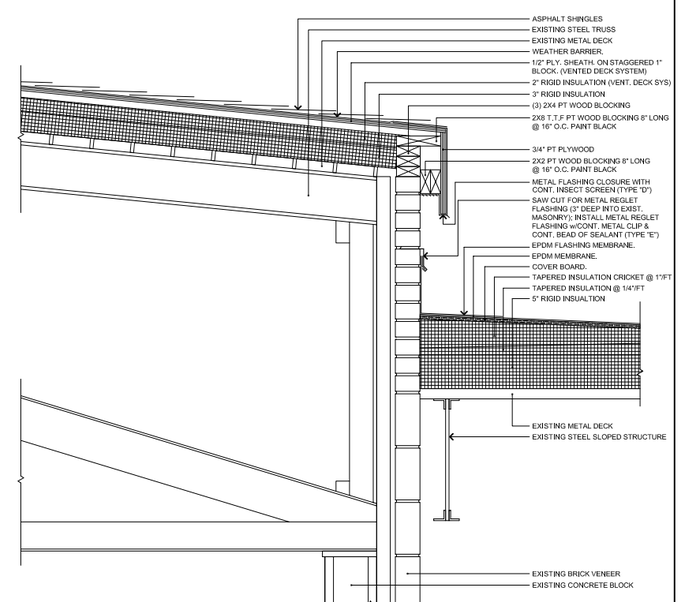
H METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



F INTEGRATED GUTTER RAKE EDGE DETAIL
1-1/2"=1'-0"



E GABLE PEAK DETAIL
1-1/2"=1'-0"



A ROOF TRANSITION DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
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203 230 9007 silverpetrucelli.com

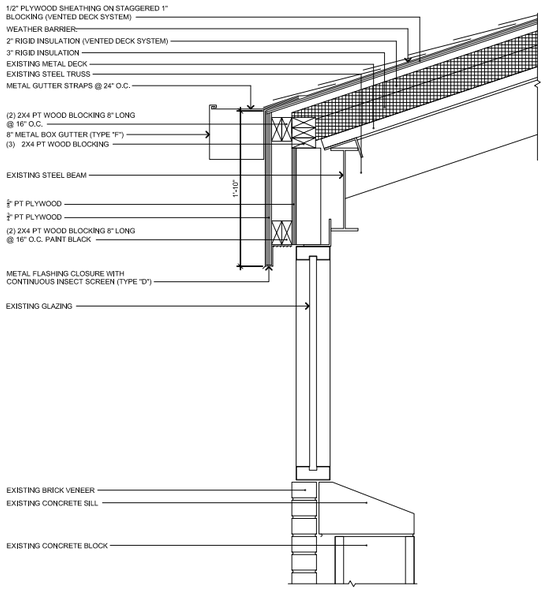
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
SECTION DETAILS
BASE BID

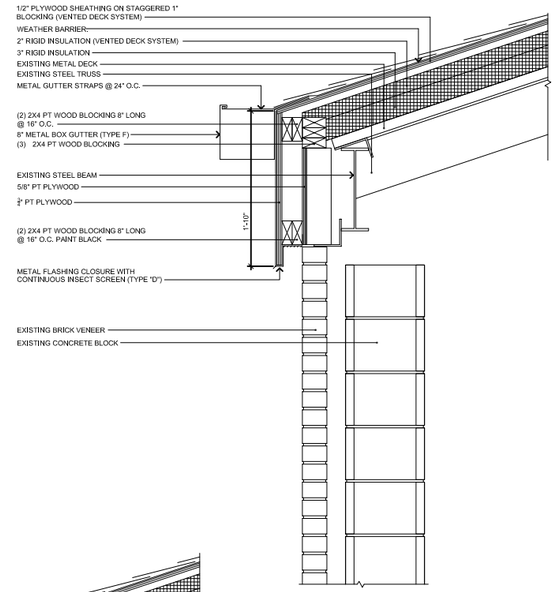
Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

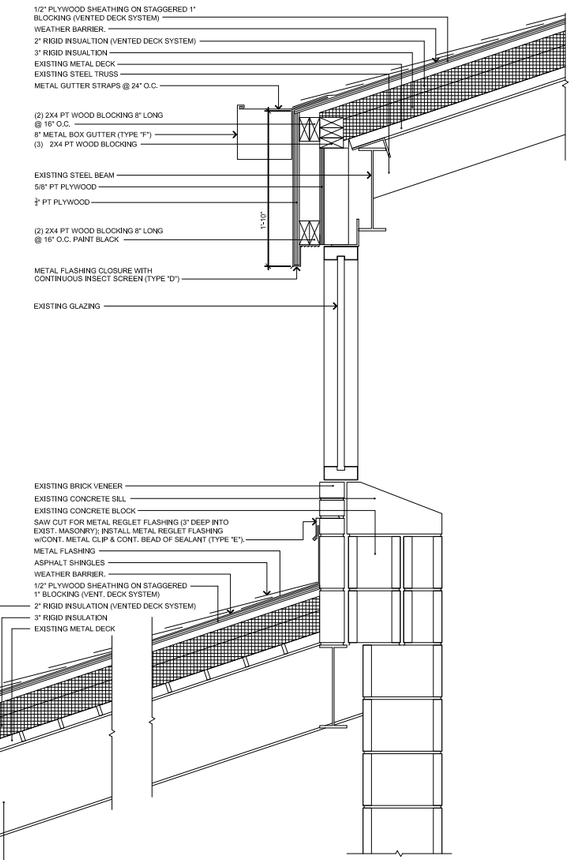
Date: 07/31/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A8

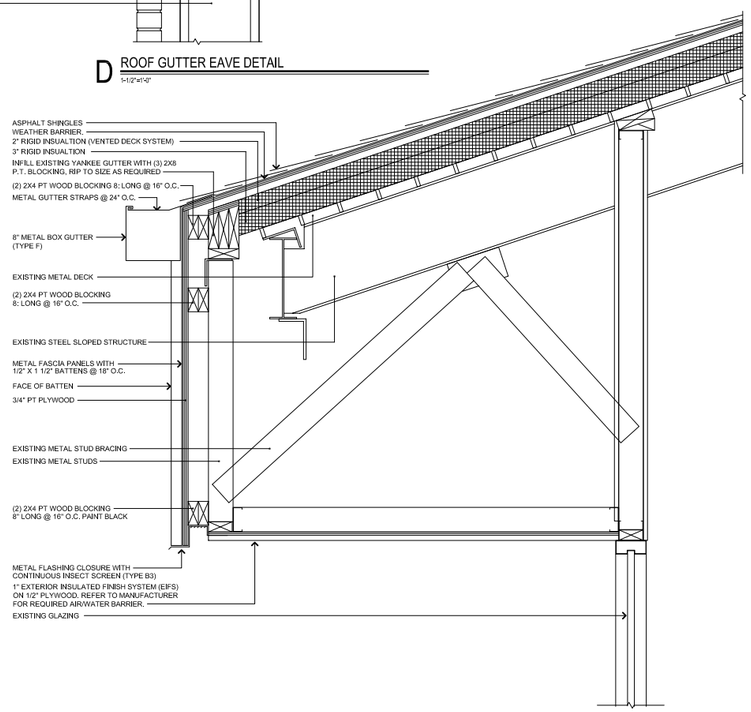


D ROOF GUTTER EAVE DETAIL
1-1/2"=1'-0"

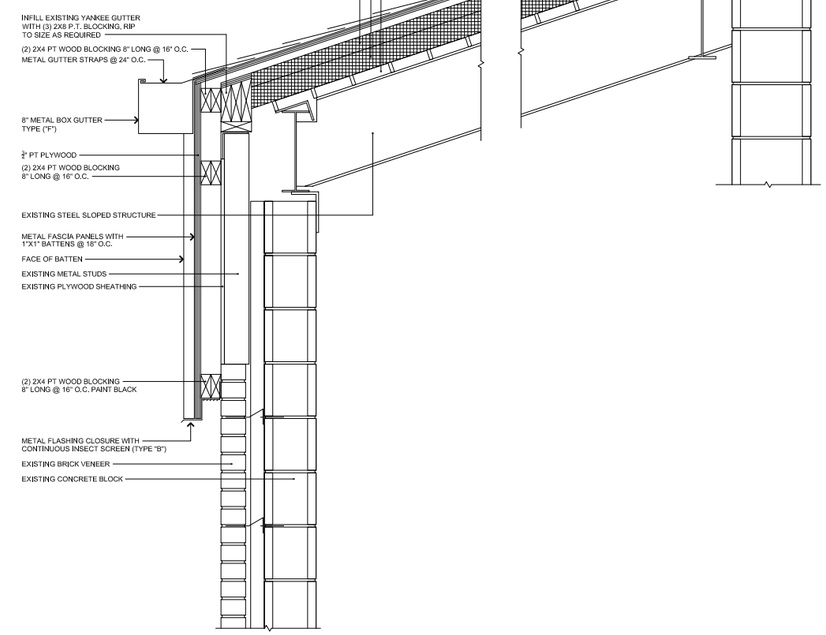


B ROOF GUTTER EAVE DETAIL
1-1/2"=1'-0"





C METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



A METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
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203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
	-	-	

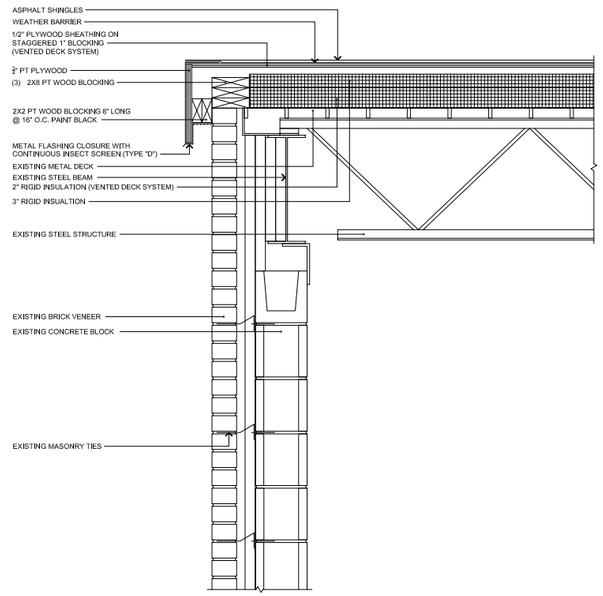
Drawing Title:
SECTION DETAILS
BASE BID

Project Phase:
CONSTRUCTION DOCUMENTS

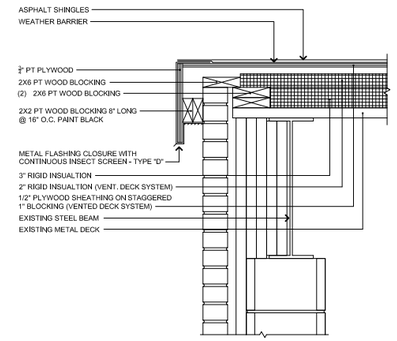
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

Drawing Number:
A9



E METAL FLASHING RAKE EDGE DETAIL
1-1/2"=1'-0"



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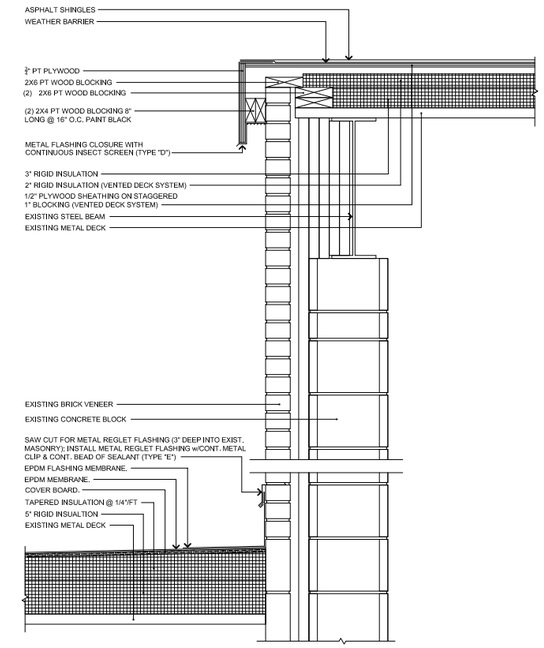
1-1/2"=1'-0"



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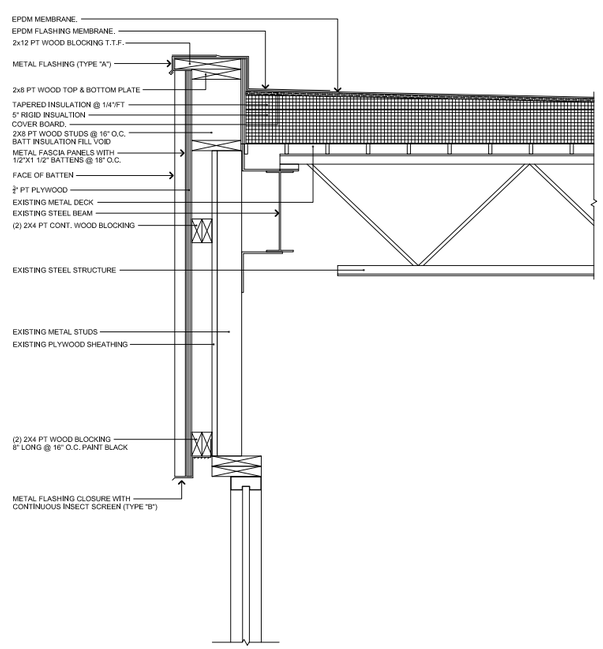
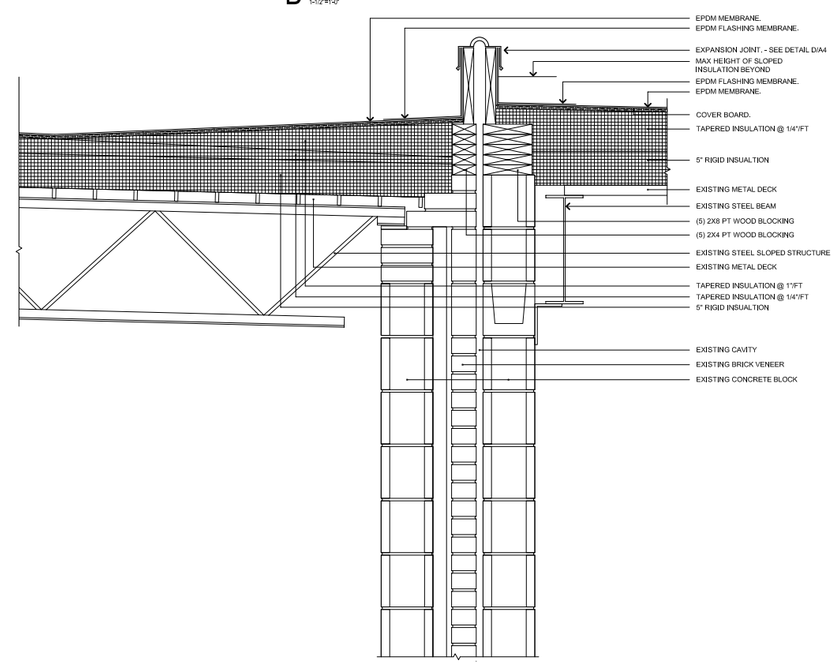
1-1/2"=1'-0"



D METAL PANEL / METAL FLASHING EDGE DETAIL
1-1/2"=1'-0"



A EXPANSION JOINT DETAIL
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

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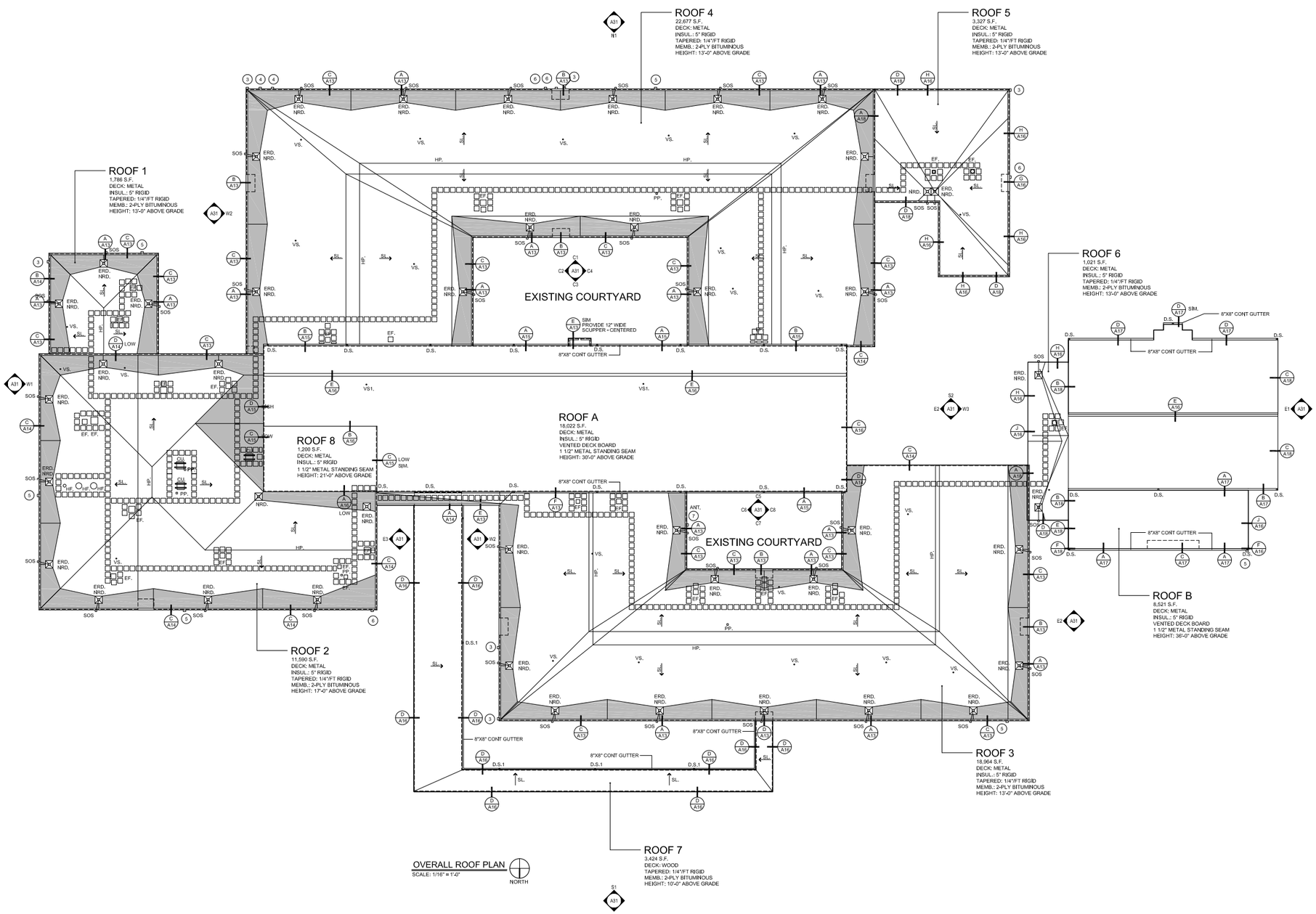
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title: SECTION DETAILS BASE BID
Project Phase: CONSTRUCTION DOCUMENTS
State Project Number: 096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A10



SYMBOL LEGEND

X / XX	-	PLAN SECTION DETAIL OR ELEVATION- SHEET NUMBER
SL	-	INDICATES SLOPE DIRECTION OF NEW TAPERED INSULATION
	-	TAPERED INSULATION CRICKET SLOPED @ 1" PER FOOT
NIC.	-	NOT IN CONTRACT SCOPE
ERD.	-	EXISTING ROOF DRAIN TO BE REMOVED. SEE DEMOLITION NOTE #12
NRD.	-	NEW ROOF DRAIN. SEE DETAIL A/A12
CU.	-	EXISTING CONDESING UNIT ON NEW CURB, SEE DETAIL M/A12
DS1	-	NEW 5"X5" ALUMINUM DOWNSPOUT - CONNECT TO EXISTING CAST IRON BOOT
DS.	-	NEW 5"X5" DOWNSPOUT TO GRADE - INSTALL NEW CONCRETE SPLASH BLOCK
VS.	-	EXISTING VENT STACK. SEE DETAIL B/A12
EF.	-	EXISTING EXHAUST FAN UNIT, SEE DETAIL F/A12
EJ.	-	EXPANSION JOINT - SEE DETAIL D/A12
MU.	-	EXISTING MECHANICAL UNIT. SEE DETAIL J/A12
PP.	-	PITCH BOX. SEE DETAIL C/A12
HF.	-	HOT FLUE SEE DETAIL L/A12
HP.	-	HIGH POINT OF TAPERED INSULATION
SOS	-	SECONDARY OVERFLOW SCUPPER - SEE DETAIL N/A12
EC	-	EXISTING CONDUIT TO BE REMOVED & REINSTALLED - SEE DETAIL E/A12
ANT.	-	EXISTING ANTENNA TO BE REMOVED AND REINSTALLED AFTER ROOFING OPER.

GENERAL NOTES

1. ALL FLAT ROOFS TO RECEIVE 5" RIGID INSULATION BASE LAYER (MIN R-30) & TAPERED INSULATION AS NOTED ON ROOF PLAN TO ACHIEVE MINIMUM ¼" PER FOOT SLOPE PER IBC.
2. FIELD VERIFY ALL DIMENSIONS & PERFORM TEST CUTS AT EACH ROOF PRIOR TO THE BID.
3. ALL MATERIALS ARE NEW UNLESS OTHERWISE NOTED "EXISTING".
4. ALL WOOD BLOCKING, PLYWOOD & NAILERS TO BE PRESSURE TREATED. (P.T.)
5. ALL WOOD BLOCKING INDICATED IN DETAILS ARE TO BE ANCHORED TO THE EXISTING STRUCTURE.
6. ALL MEMBRANE FLASHING INDICATED IS TO EXTEND A MINIMUM OF 8". (VERTICAL OR HORIZONTAL)
7. CONTRACTOR IS TO SURVEY THE EXISTING ROOF DECKS W/A LEVEL (AFTER DEMOLITION) TO VERIFY THE SLOPES INDICATED ON PLAN ARE ACCURATE. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES PRIOR TO PERFORMING ANY ADDITIONAL ROOFING OPERATIONS.
8. CONTRACTOR IS TO INSPECT THE UNDERSIDE OF ALL ROOF DECKS PRIOR TO ROOFING OPERATIONS TO ENSURE THAT NO INTERIOR MATERIALS, EQUIPMENT, FINISHES OR OBJECTS WILL BE PIERCED OR DAMAGED.
9. CONTRACTOR ASSUMES ALL RESPONSIBILITY DURING PROJECT & WILL REPLACE ANY & ALL DAMAGED EQUIPMENT W/NO ADDITIONAL COST TO OWNER.
10. SITE AREAS DISTURBED SHALL BE CLEANED & RE-LEVELED, W/LAWN AREAS MAGNETICALLY RAKED TO REMOVE ANY METAL DEBRIS & RE-SEEDED AS REQUIRED TO MATCH ADJACENT CONDITIONS.
11. CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR CLEAN UP OF ROOFING MATERIALS & DEBRIS THAT PENETRATES THE INTERIOR ENVELOPE OF THE BUILDING W/NO ADDITIONAL COST TO THE OWNER.
12. SNAKE/CLEAN OUT ALL EXISTING VERTICAL & HORIZONTAL LEADERS OUT TO NEAREST MANHOLE OUTSIDE OF BUILDING.
13. ALL CRICKETS ARE TO BE SLOPED @ A MINIMUM OF 1" PER FOOT & COORDINATE CRICKETS AROUND EXIST. HVAC UNITS AS REQUIRED TO AVOID PONDING.
14. SNAKE/CLEAN OUT ALL EXISTING VENT STACKS BEFORE THE INSTALLATION OF METAL SLEEVE.
15. NEW ROOF INSULATION TO BE A MINIMUM OF R-30 AT ALL NEW ROOF DRAINS AND/OR THE LOW POINTS OF THE ROOF AREAS.
16. ALL ANTENNAE, CONDUITS & ANY OTHER OBJECTS TO REMAIN AFFECTED BY SCOPE OF WORK, TO BE REMOVED & REINSTALLED.

CONSTRUCTION NOTES (X)

1. CONTRACTOR TO PROVIDE A SPECIFIED QUANTITY OF EXISTING DECK REPAIR & REPLACEMENT, SEE PROJECT MANUAL.
2. NEW METAL DOWNSPOUT IN EXIST LOCATION, PROVIDE CONCRETE SPLASH BLOCK.
3. REINSTALL EXISTING CAMERA AFTER INSTALLATION OF NEW METAL SIDING
4. REINSTALL EXISTING BACKBOX DEVICE AFTER INSTALLATION OF NEW METAL SIDING
5. REINSTALL EXISTING ANTENNA AFTER INSTALLATION OF NEW METAL SIDING
6. REINSTALL EXISTING SPEAKER AFTER INSTALLATION OF NEW METAL SIDING
7. REINSTALL EXISTING WEATHER STATION AFTER INSTALLATION OF NEW METAL SIDING

BASE BID ROOFS

LOW SLOPED ROOFS:

ROOF 1	1,786	SF.
ROOF 2	11,590	SF.
ROOF 3	18,964	SF.
ROOF 4	22,677	SF.
ROOF 5	3,327	SF.
ROOF 6	1,021	SF.
ROOF 7	3,424	SF.
ROOF 8	1,200	SF.
TOTAL:	63,989	S.F.

SLOPED ROOFS:

ROOF A	18,022	SF.
ROOF B	8,521	SF.
TOTAL:	26,543	S.F.

TOTAL BASE BID ROOFS: 90,532 SF.

ROOF ASSEMBLY

OUTSIDE AIR	0.17
ROOF MEMBRANE	0.33
COVERBOARD	2.20
5" POLYISO INSUL.	29.7
EXISTING DECK	1.23
INSIDE AIR	0.61
R-VALUE TOTAL	34.24

CODE INFORMATION

USE GROUP : E
CONSTRUCTION CLASS: 2B
RISK CATEGORY #4
BASIC DESIGN WIND SPEED: 130 MPH
ALLOWABLE STRESS DESIGN WIND SPEED: 101 MPH

FACTORY MUTUAL ENGINEERING & RESEARCH CORPORATION (FM): ROOF ASSEMBLY CLASSIFICATION OF NON-COMBUSTIBLE CONSTRUCTION, WIND UPLIFT REQUIREMENT OF I-60 FOR FIELD, I-75 FOR PERIMETER AND I-110 FOR CORNERS, IN ACCORDANCE WITH FM PROPERTY LOSS PREVENTION DATA SHEETS 1-28.

Project Title:
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Revision:	Description:	Date:	Revised By:
	-	-	

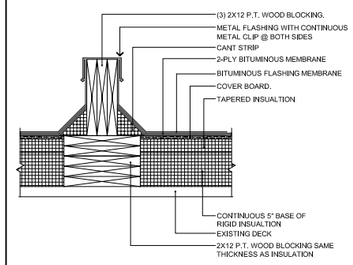
Drawing Title:
ALTERNATE OVERALL ROOF PLAN
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

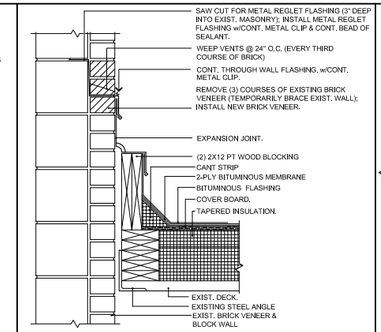
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1/16" = 1'-0"
Drawn By: D. A.PETRUCELLI
Project Number: 26-090

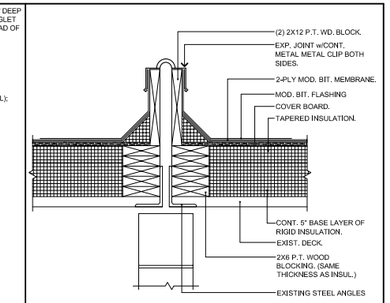
Drawing Number:
A11



M CONDENSING UNIT CURB DETAIL
1-1/2"=1'-0"



H RAISED REGLET/EXPANSION JOINT
1-1/2"=1'-0"



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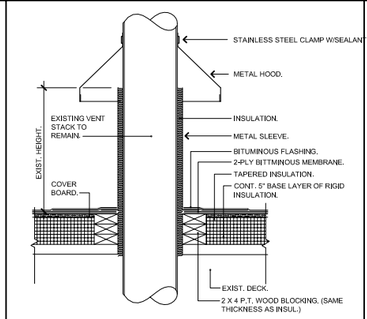

L HOT METAL FLUE DETAIL
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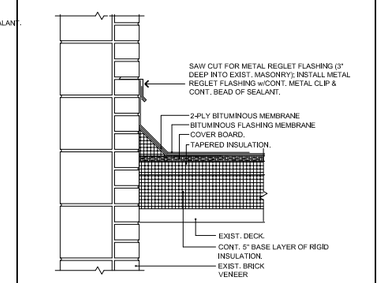

G RAISED REGLET
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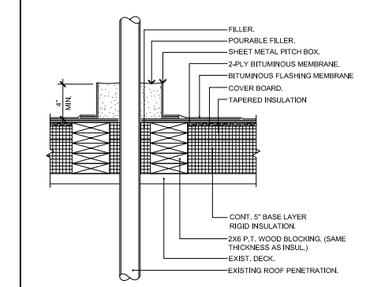

C PITCH POCKET
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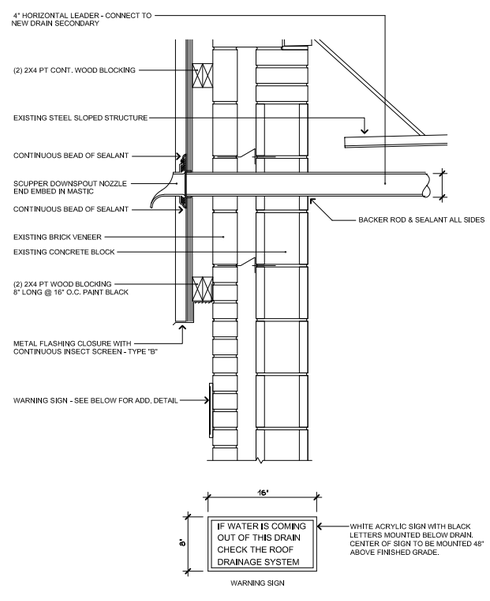

N OVERFLOE SCUPPER NOZZLE DETAIL
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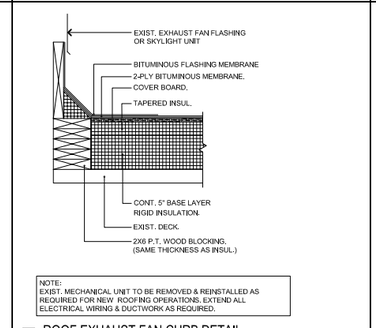
K NOT USED
1-1/2"=1'-0"



F ROOF EXHAUST FAN CURB DETAIL
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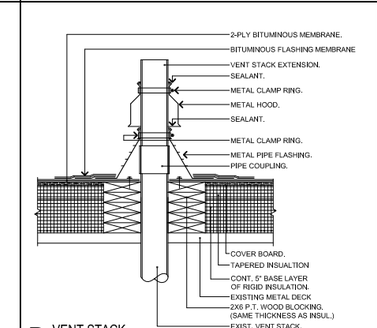

B VENT STACK
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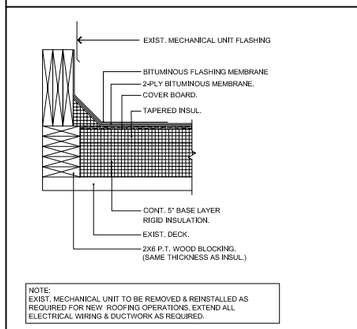

J MECHANICAL UNIT CURB DETAIL
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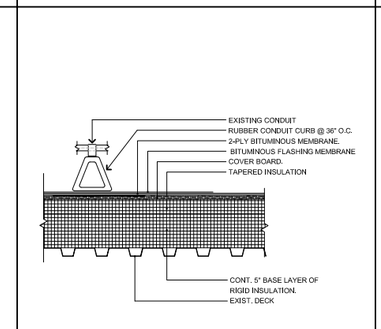

E CONDUIT PIPING SUPPORT
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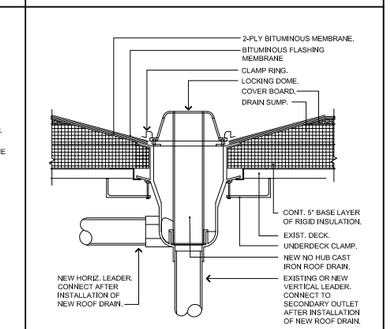

A ROOF DRAIN
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
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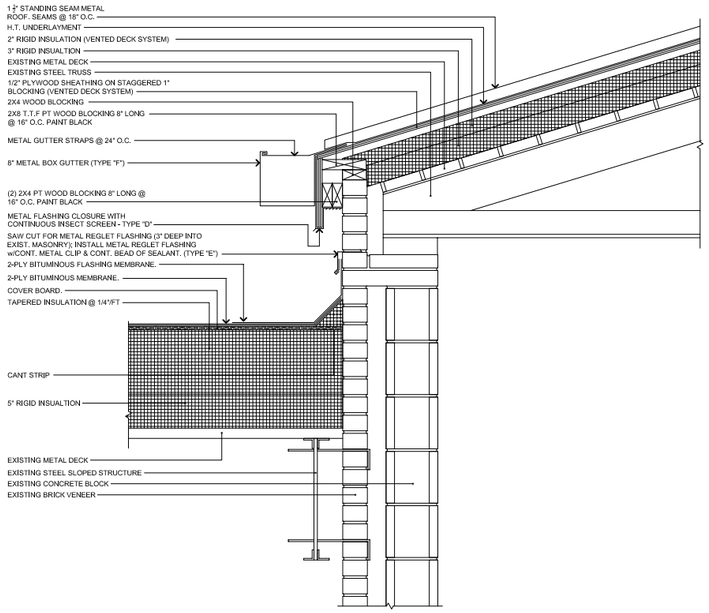
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
ALTERNATE TYPICAL ROOF DETAILS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: D. A.PETRUCELLI
Project Number: 26-090
Drawing Number: A12



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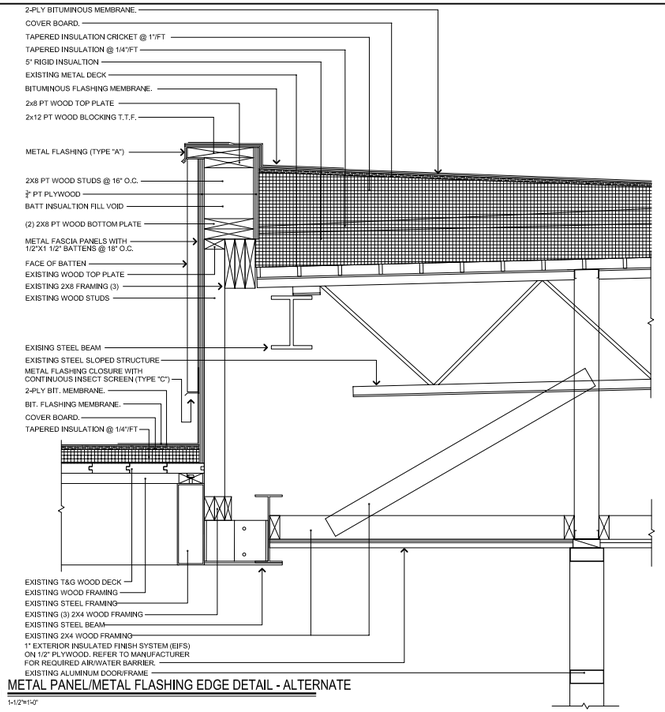

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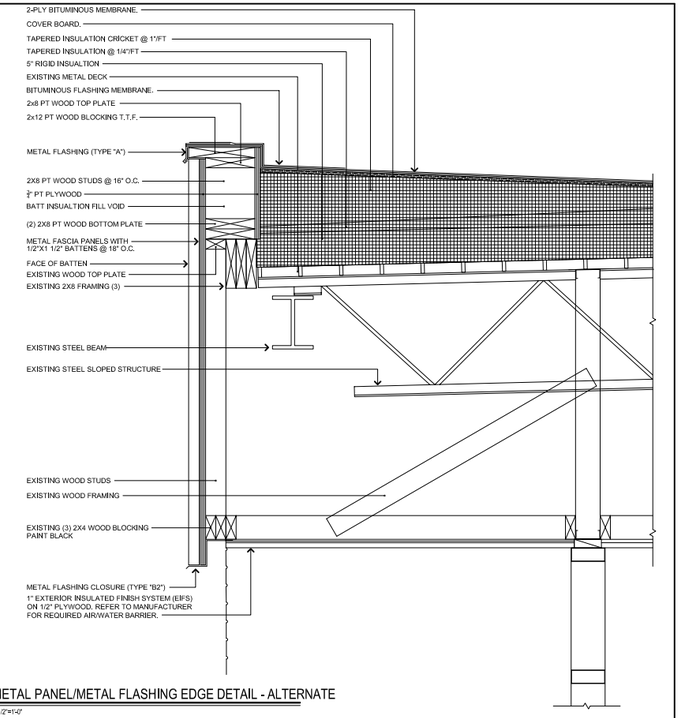
1-1/2"=1'-0"



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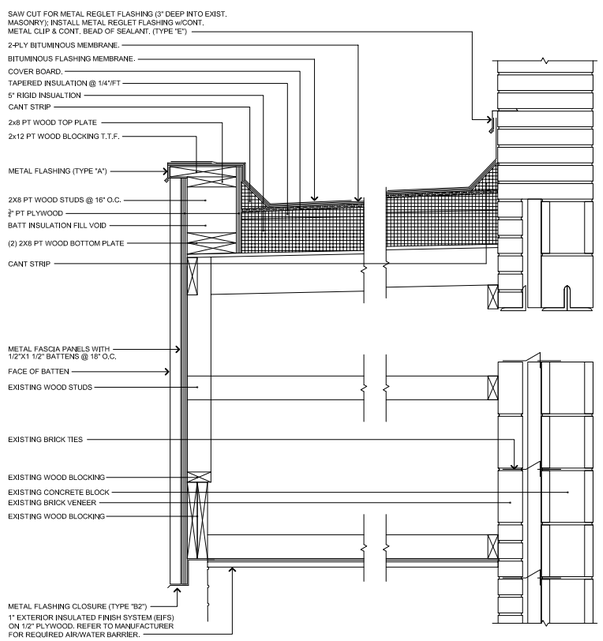
1-1/2"=1'-0"



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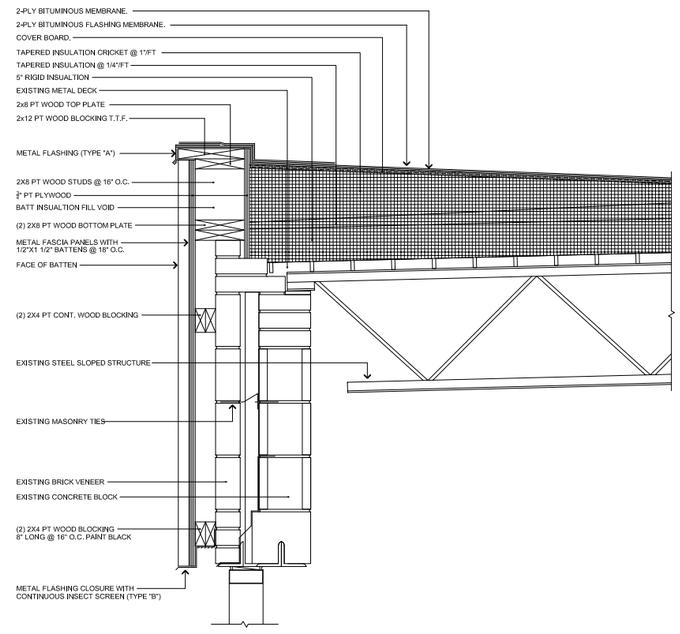
1-1/2"=1'-0"



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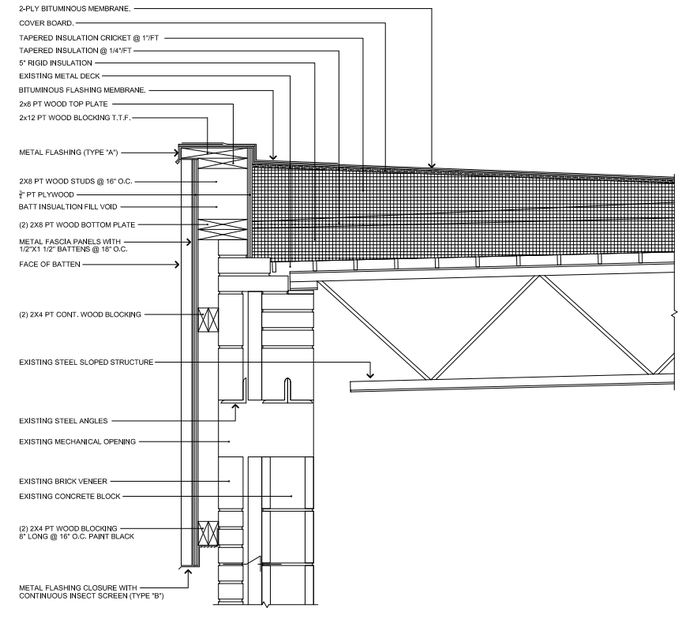

A METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
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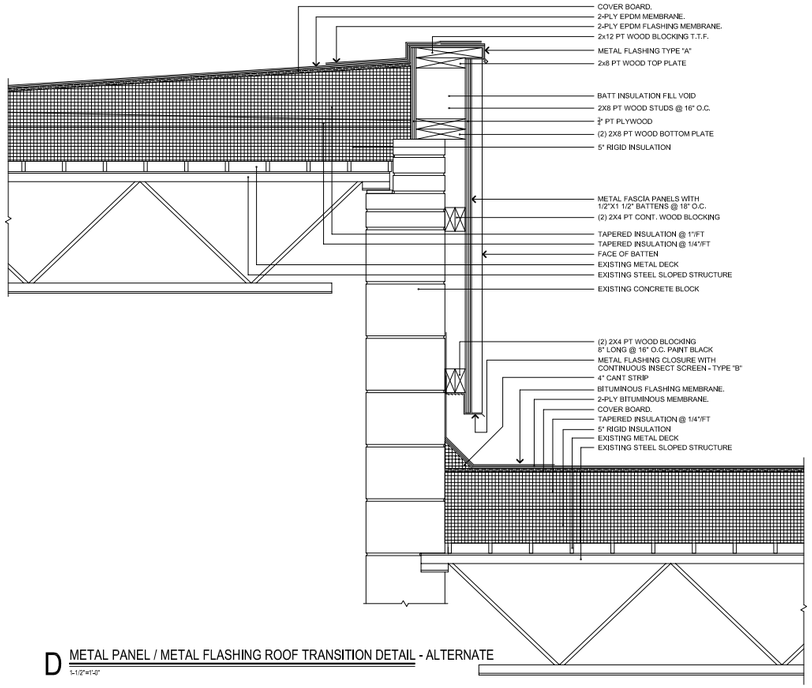
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

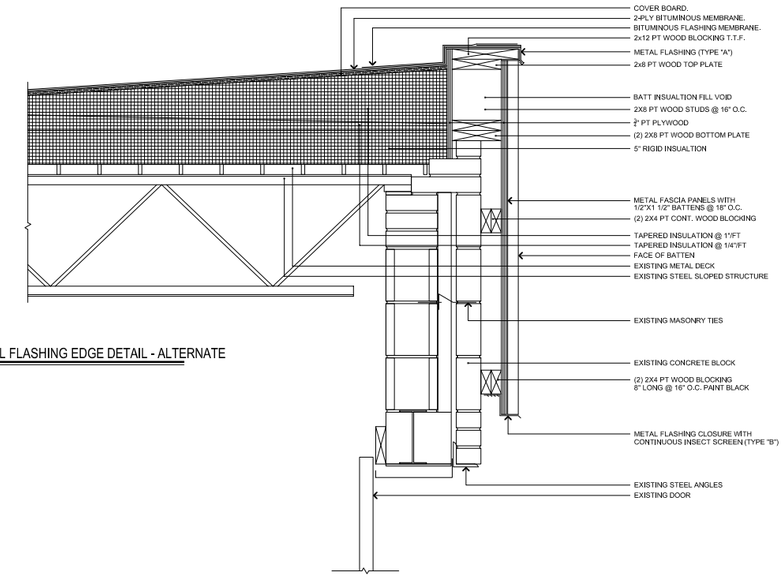
Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

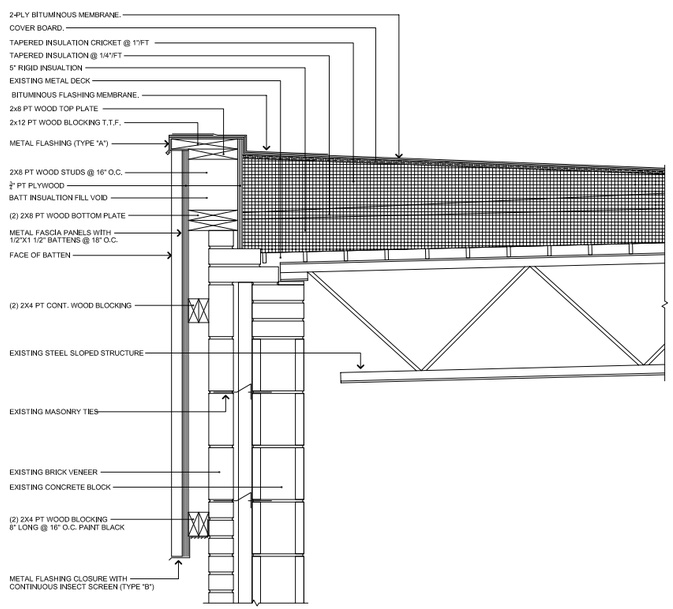
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A13



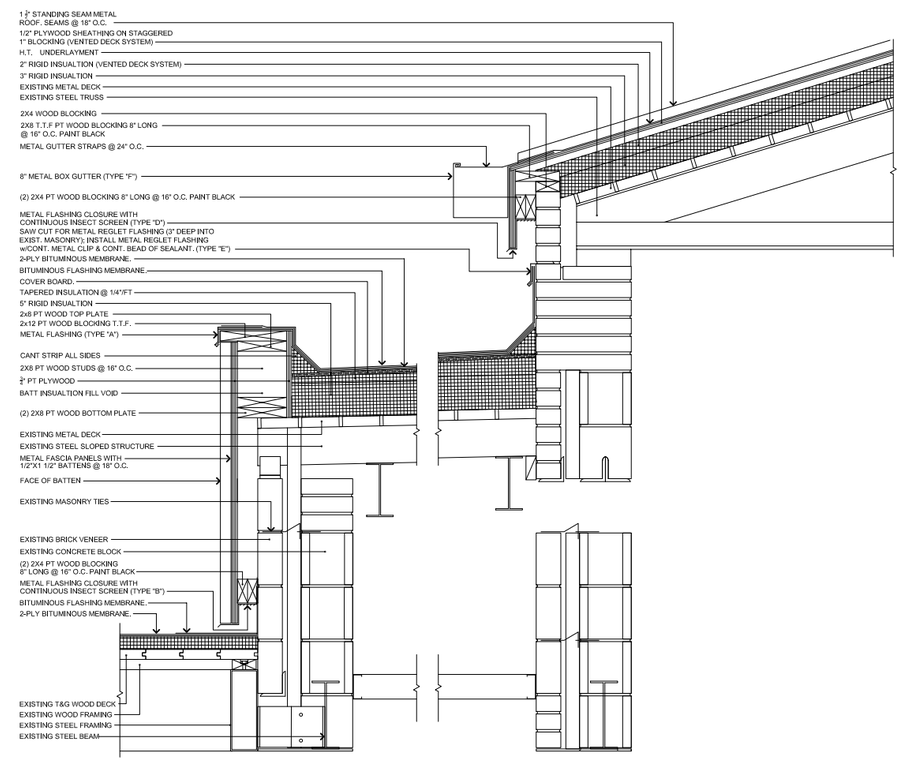
D METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"



B METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



C METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



A METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

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3190 WHITNEY AVENUE HAMDEN CT 06518
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203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
	-	-	

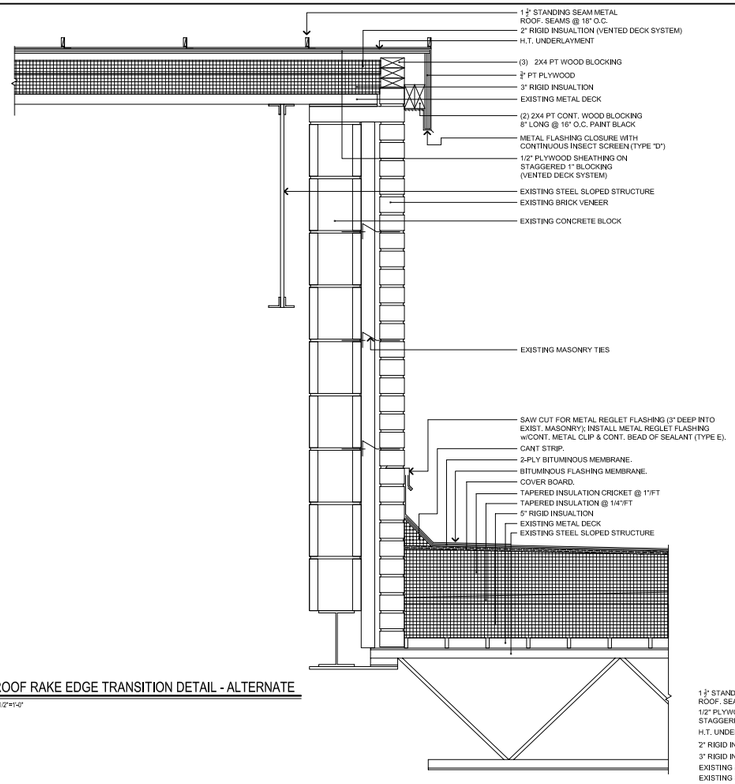
Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

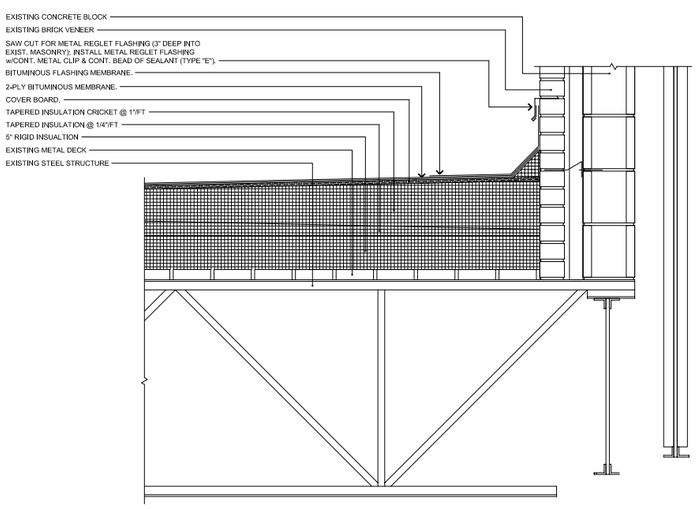
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

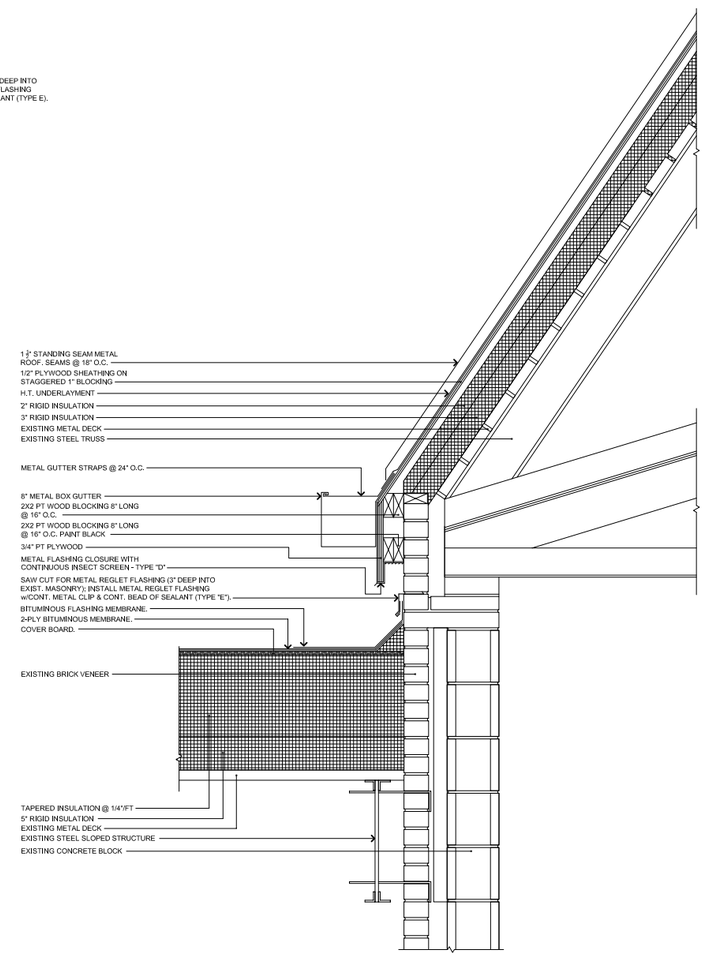
Drawing Number:
A14



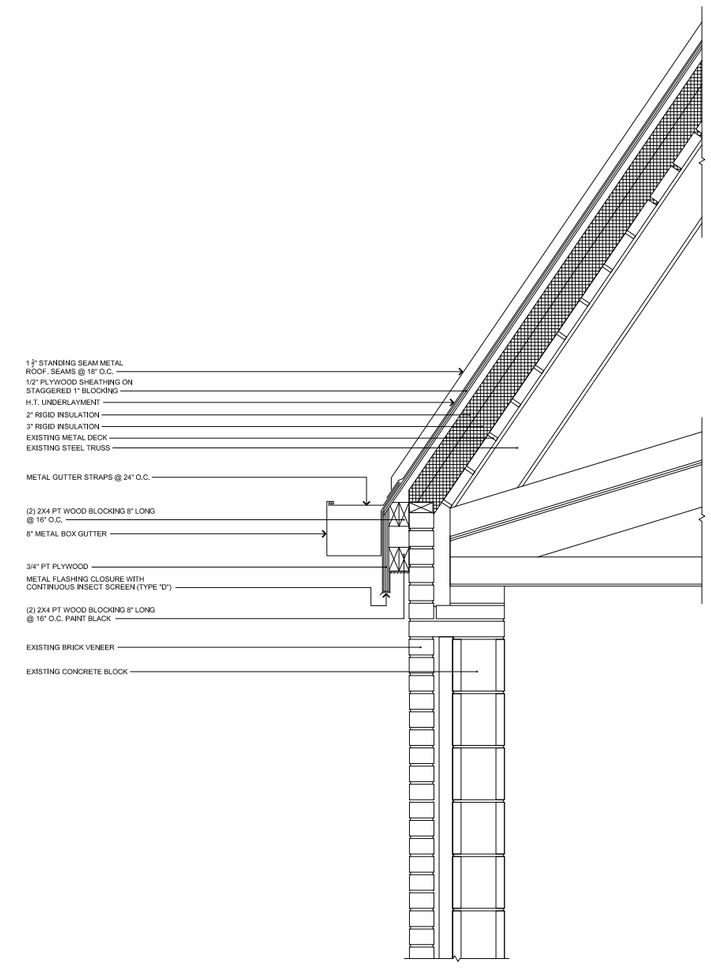
D ROOF RAKE EDGE TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"



C ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"



B ROOF GUTTER EDGE AND TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"



A ROOF GUTTER EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

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Revision:	Description:	Date:	Revised By:
	-	-	

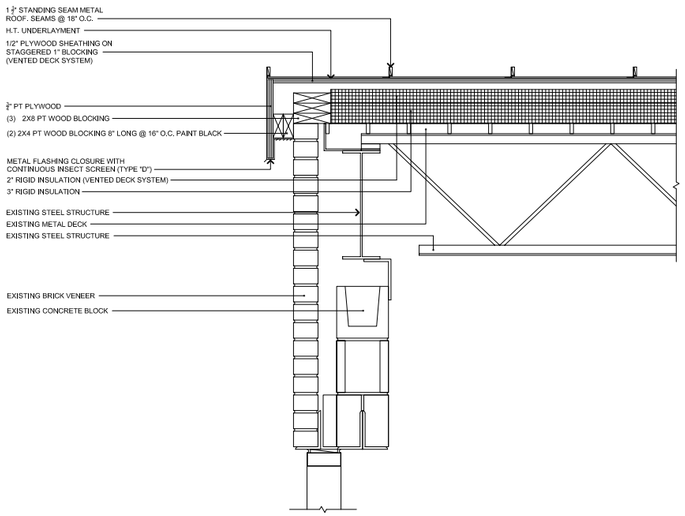
Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

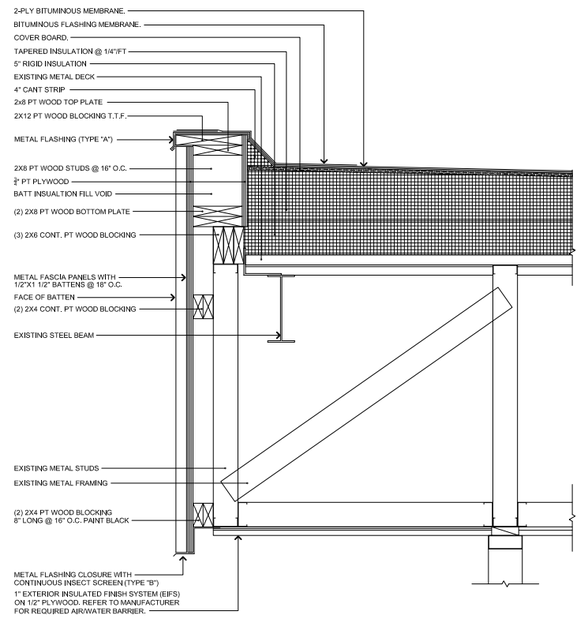
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

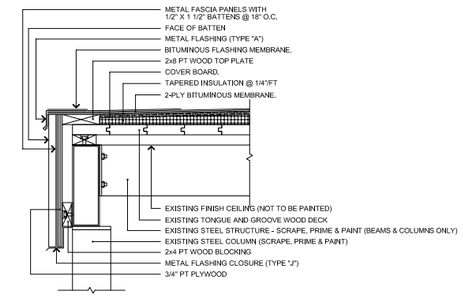
Drawing Number:
A15



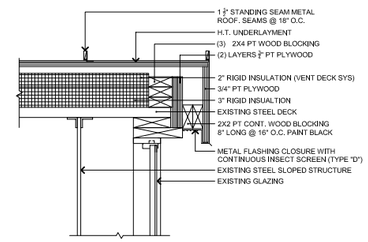
J METAL PANEL / METAL FLASHING RAKE EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



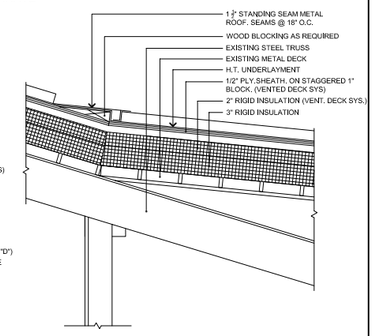
G METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



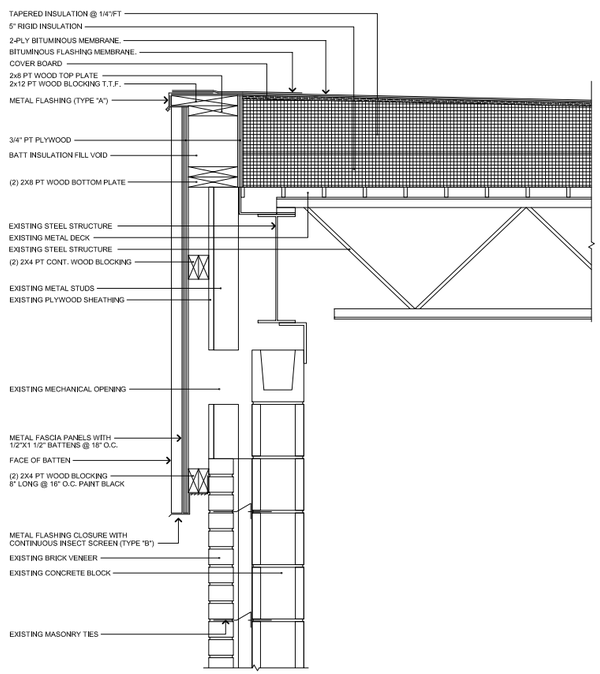
D METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



C MTL PANEL / MTL FLASHING RAKE EDGE DETAIL - ALT
1-1/2"=1'-0"



B ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"



H METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
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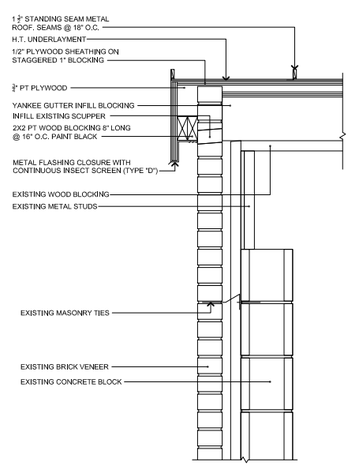
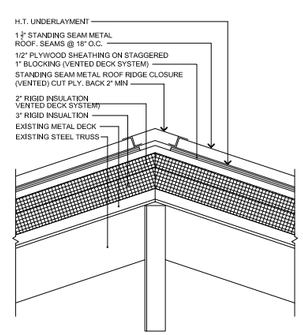
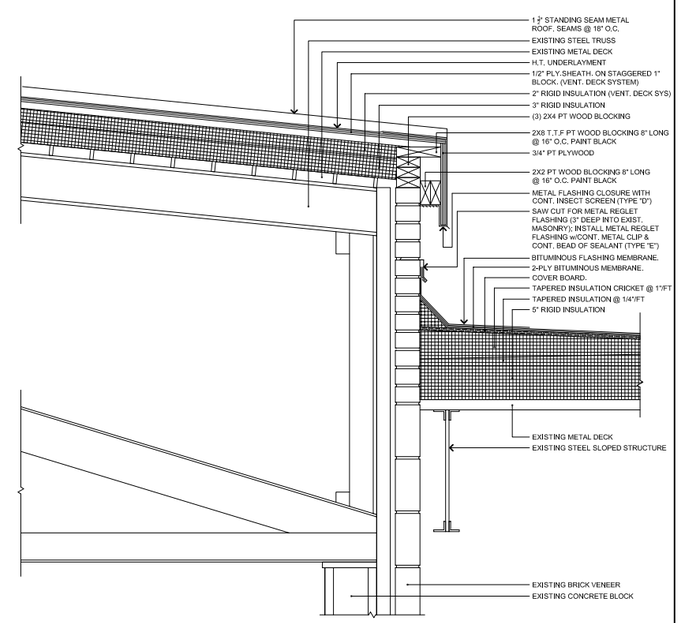


F INTEGRATED GUTTER RAKE EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



E GABLE PEAK DETAIL - ALTERNATE
1-1/2"=1'-0"



A ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

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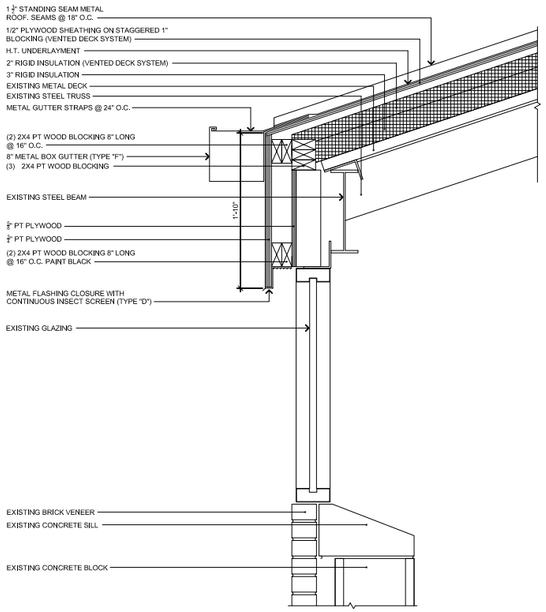
Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

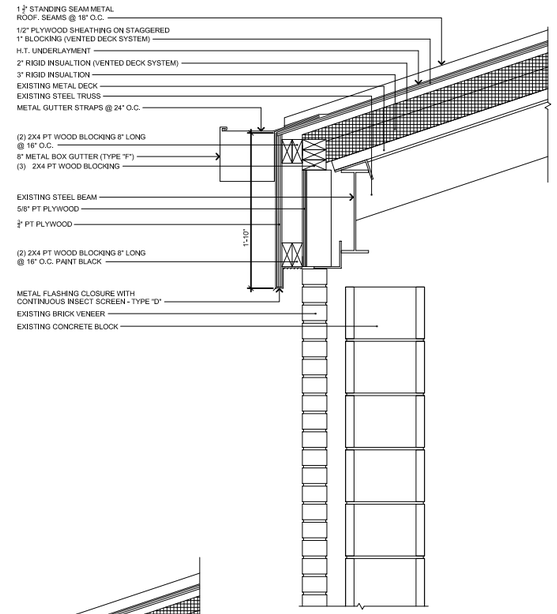
Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

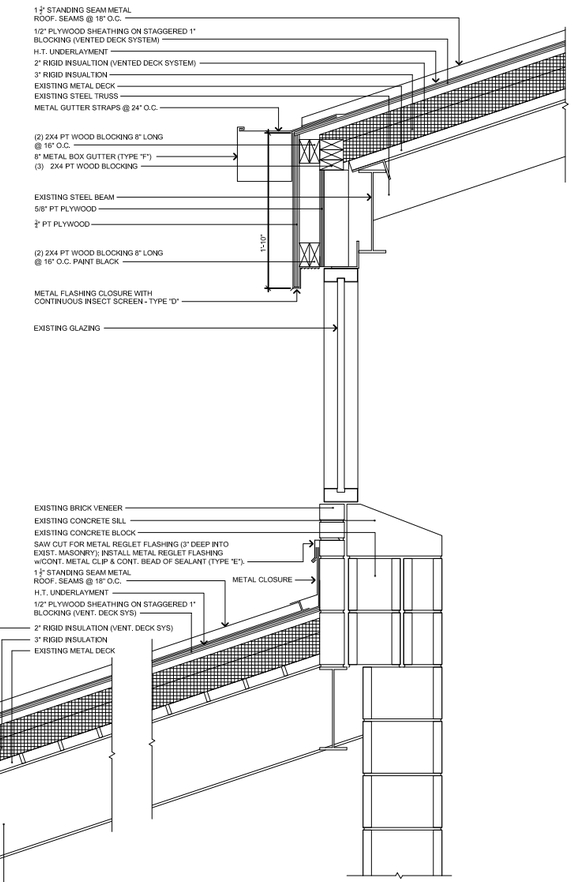
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090
Drawing Number: A16

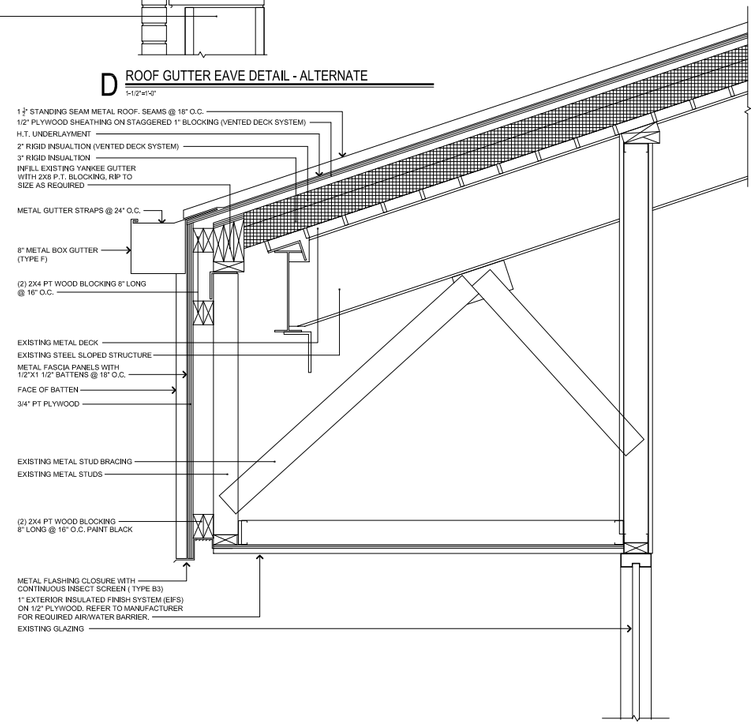


D ROOF GUTTER EAVE DETAIL - ALTERNATE
1-1/2"=1'-0"

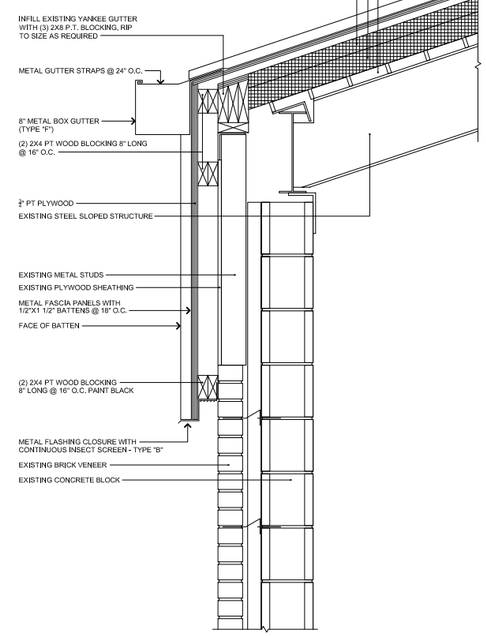


B ROOF GUTTER EAVE DETAIL - ALTERNATE
1-1/2"=1'-0"





C METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



A METAL PANEL / METAL FLASHING ROOF TRANSITION DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
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Revision:	Description:	Date:	Revised By:
	-	-	

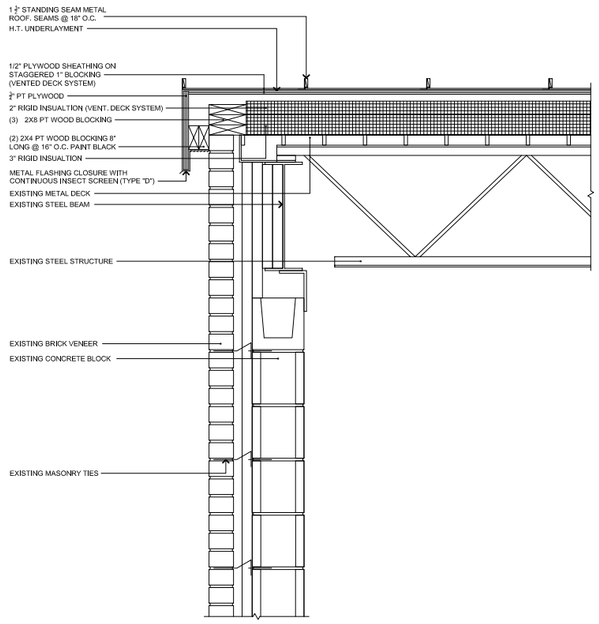
Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

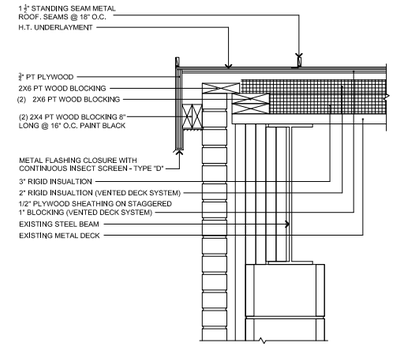
State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

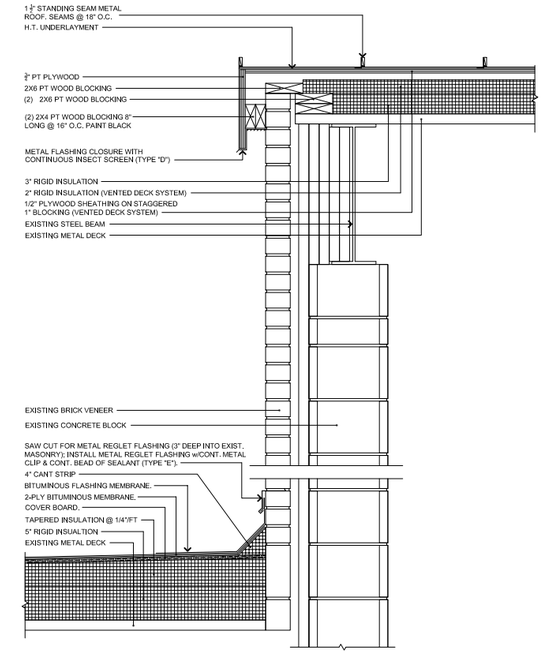
Drawing Number:
A17



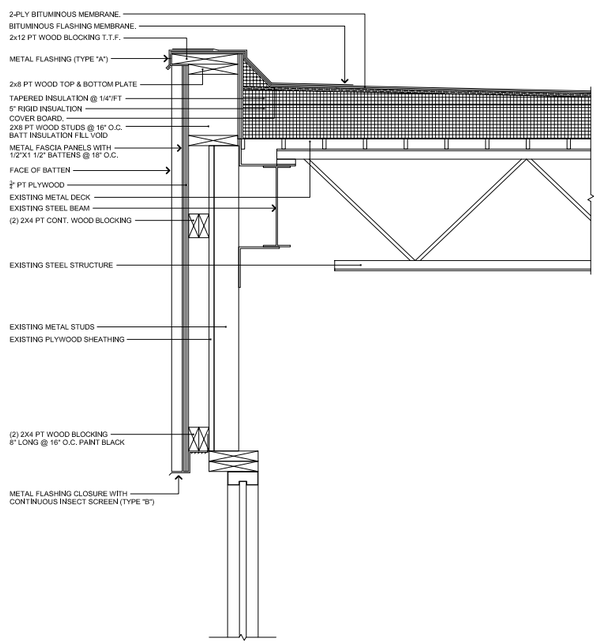
E METAL FLASHING RAKE EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



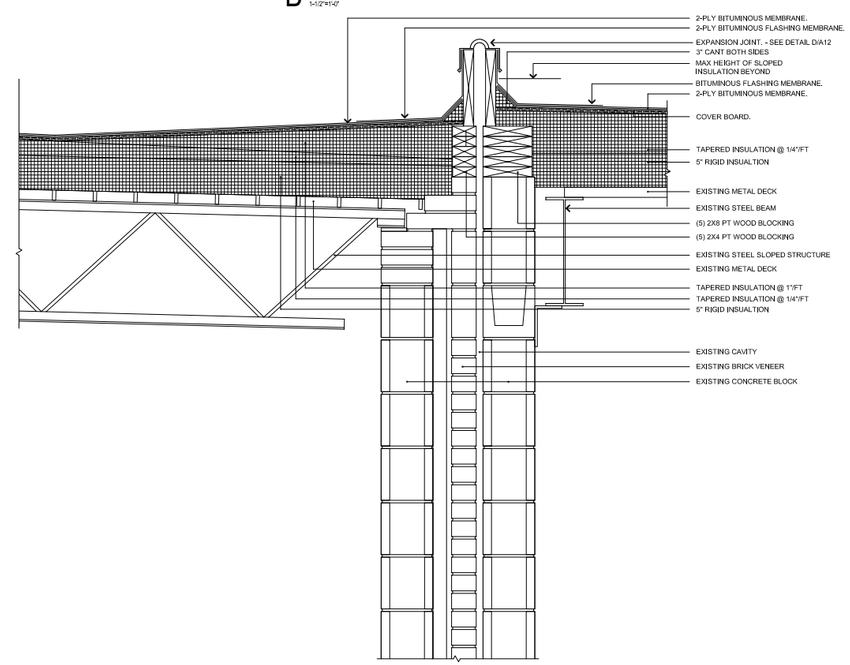
C METAL FLASHING RAKE EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



B METAL FLASHING RAKE EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



D METAL PANEL / METAL FLASHING EDGE DETAIL - ALTERNATE
1-1/2"=1'-0"



A EXPANSION JOINT DETAIL - ALTERNATE
1-1/2"=1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
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Revision:	Description:	Date:	Revised By:
	-	-	

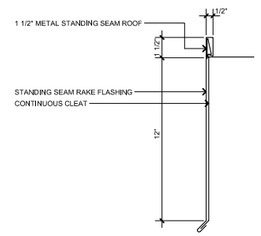
Drawing Title:
ALTERNATE SECTION DETAILS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

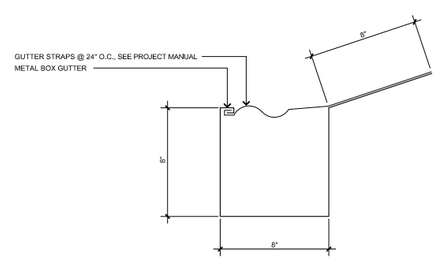
Date: 09/10/2026
Scale: 1 1/2" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

Drawing Number:
A18

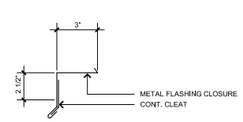


H ALTERNATE STANDING SEAM RAKE DETAIL
3"=1'-0"

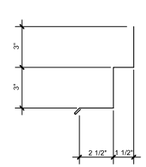
G ALTERNATE STANDING SEAM SNAP LOCK SYSTEM DETAIL
3"=1'-0"



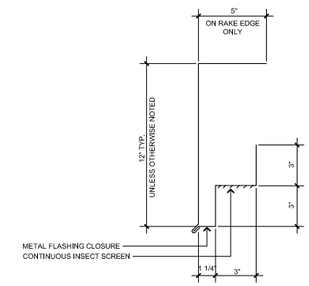
F METAL GUTTER PROFILE
3"=1'-0"



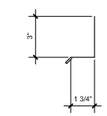
E METAL REGLET FLASHING
3"=1'-0"



J METAL FLASHING DETAIL
3"=1'-0"



D METAL FLASHING TYPE "D"
3"=1'-0"



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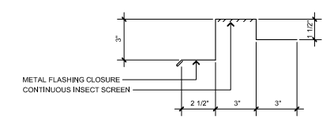

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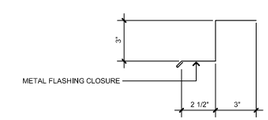

B2 METAL FLASHING TYPE "B2"
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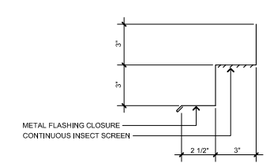
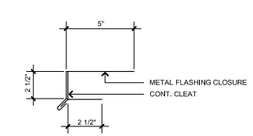


B METAL FLASHING TYPE "B"
3"=1'-0"



A METAL FLASHING TYPE "A"
3"=1'-0"

Project Title:
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NORTHVILLE ELEMENTARY SCHOOL
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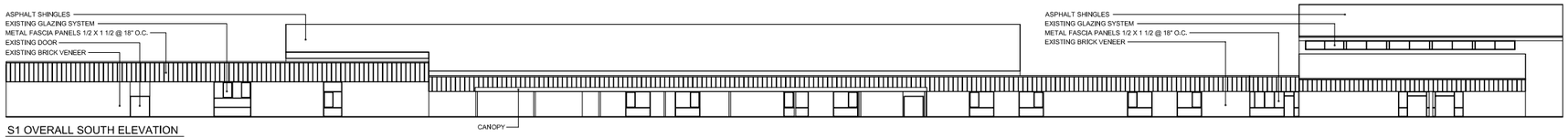
Drawing Title:
METAL PROFILE SECTION DETAILS
BASE & ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

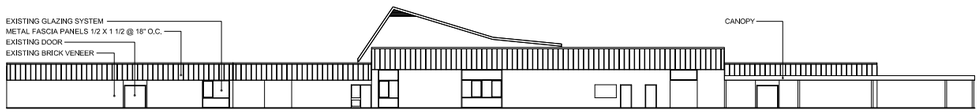
Date: 09/10/2026
Scale: 3" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

Drawing Number:
A20

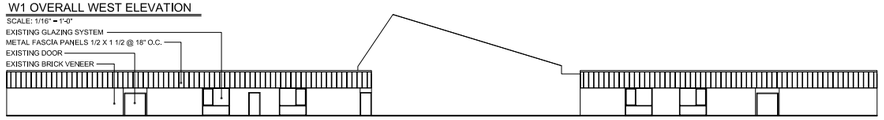


S1 OVERALL SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

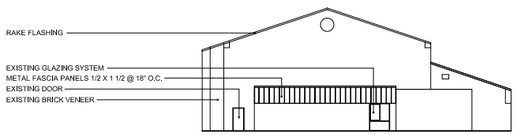
S2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



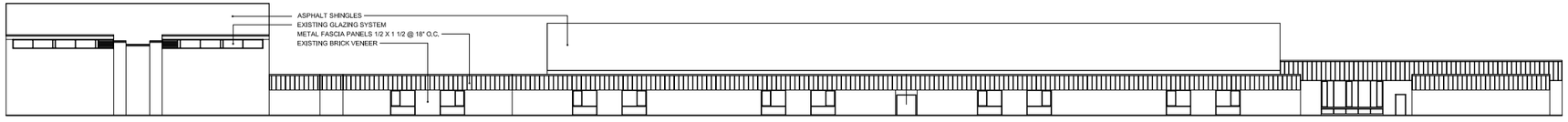
W1 OVERALL WEST ELEVATION
SCALE: 1/16" = 1'-0"



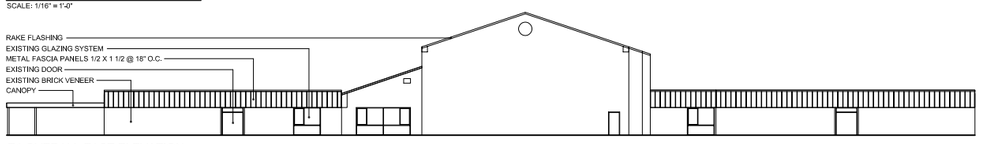
W2 WEST ELEVATION
SCALE: 1/16" = 1'-0"



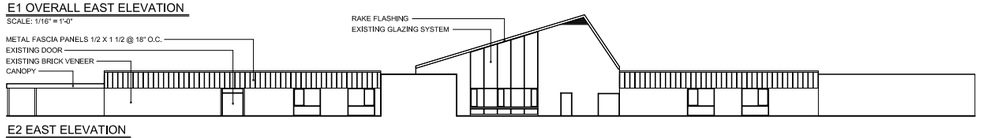
W3 WEST ELEVATION
SCALE: 1/16" = 1'-0"



N1 OVERALL NORTH ELEVATION
SCALE: 1/16" = 1'-0"

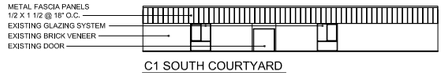


E1 OVERALL EAST ELEVATION
SCALE: 1/16" = 1'-0"

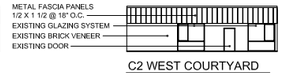


E2 EAST ELEVATION
SCALE: 1/16" = 1'-0"

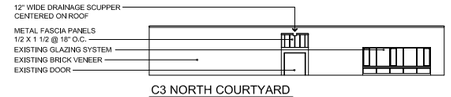
E3 EAST ELEVATION
SCALE: 1/16" = 1'-0"



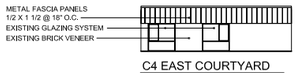
C1 SOUTH COURTYARD
SCALE: 1/16" = 1'-0"



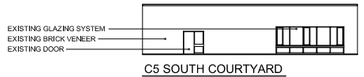
C2 WEST COURTYARD
SCALE: 1/16" = 1'-0"



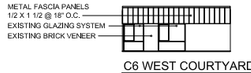
C3 NORTH COURTYARD
SCALE: 1/16" = 1'-0"



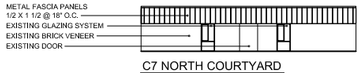
C4 EAST COURTYARD
SCALE: 1/16" = 1'-0"



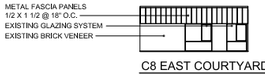
C5 SOUTH COURTYARD
SCALE: 1/16" = 1'-0"



C6 WEST COURTYARD
SCALE: 1/16" = 1'-0"



C7 NORTH COURTYARD
SCALE: 1/16" = 1'-0"



C8 EAST COURTYARD
SCALE: 1/16" = 1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
	-	-	

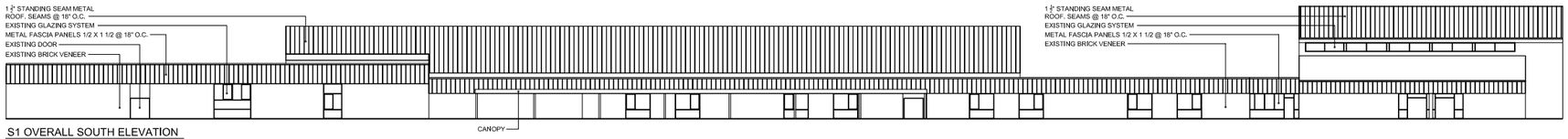
Drawing Title:
EXTERIOR ELEVATIONS
BASE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

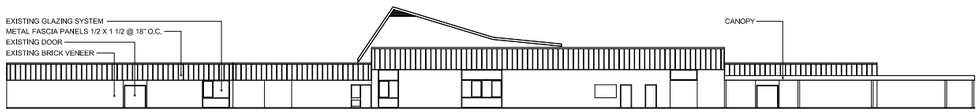
Date: 09/10/2026
Scale: 1/16" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

Drawing Number:
A30



S1 OVERALL SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

S2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



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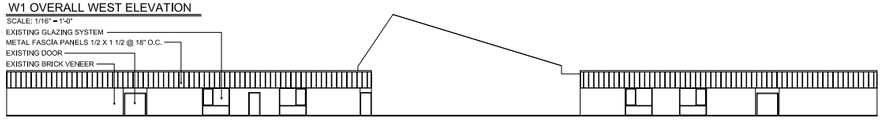

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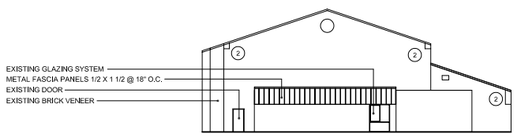

W3 WEST ELEVATION
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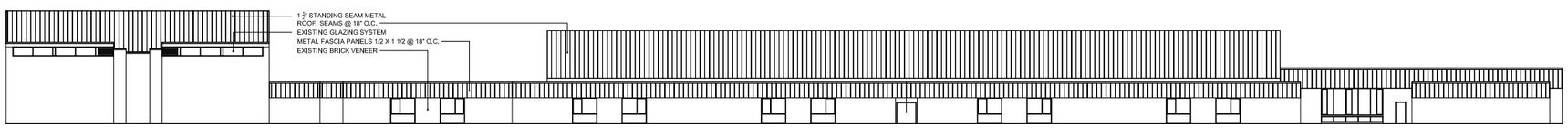
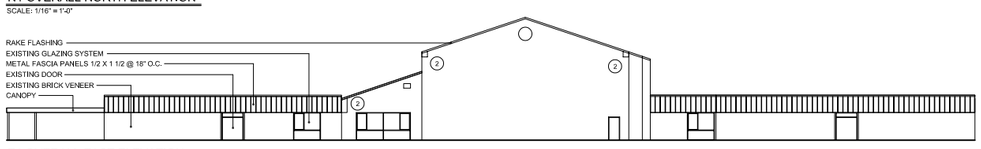
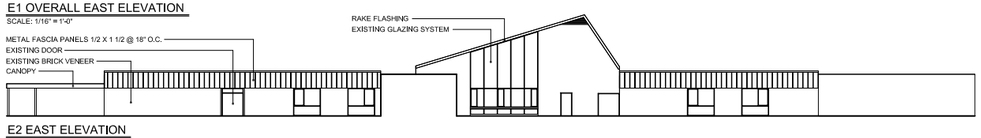


N1 OVERALL NORTH ELEVATION
SCALE: 1/16" = 1'-0"

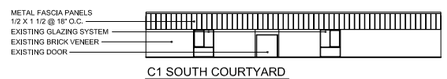


E1 OVERALL EAST ELEVATION
SCALE: 1/16" = 1'-0"

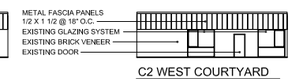


E2 EAST ELEVATION
SCALE: 1/16" = 1'-0"

E3 EAST ELEVATION
SCALE: 1/16" = 1'-0"



C1 SOUTH COURTYARD
SCALE: 1/16" = 1'-0"



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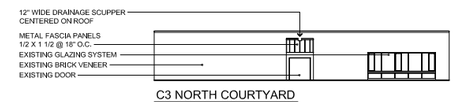
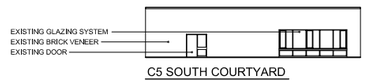


C3 NORTH COURTYARD
SCALE: 1/16" = 1'-0"

C4 EAST COURTYARD
SCALE: 1/16" = 1'-0"



C5 SOUTH COURTYARD
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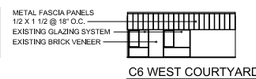

C6 WEST COURTYARD
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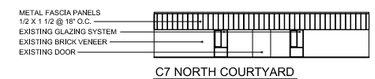
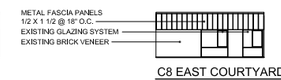


C7 NORTH COURTYARD
SCALE: 1/16" = 1'-0"



C8 EAST COURTYARD
SCALE: 1/16" = 1'-0"

Project Title:
ROOF REPLACEMENT & SIDING RESTORATION
NORTHVILLE ELEMENTARY SCHOOL
22 HIPP ROAD
NEW MILFORD, CONNECTICUT 06776

SILVER PETRUCELLI + ASSOCIATES
3190 WHITNEY AVENUE HAMDEN CT 06518
311 STATE STREET NEW LONDON CT 06320
203 230 9007 silverpetrucelli.com

Revision:	Description:	Date:	Revised By:
	-	-	

Drawing Title:
ALTERNATE EXTERIOR ELEVATIONS
ALTERNATE BID

Project Phase:
CONSTRUCTION DOCUMENTS

State Project Number:
096-0037 RR

Date: 09/10/2026
Scale: 1/16" = 1'-0"
Drawn By: M. SHARNICK
Project Number: 26-090

Drawing Number:
A31

Connecticut Department of Administrative Services
Office of School Construction Grants
Public School Construction Cost Database

Home Help

Grant Application Phase Cost Estimate

State Project #	EstNum000550				
LEA	New Milford Public Schools				
School Name	Northville Elementary Schoo				
Project Type					
Square Footage of Construction	0				
Grades	G1				
Enrollment Projections					
Reimbursement Rate			Cost/Square Feet		Ineligible Costs
Project Cost	$4,458,524.00	of Project Costs	$0.00	Project Ineligible Costs	$834,024.48
All Soft Cost	$174,114.00			Ineligible Soft Costs	$21,245.00
Construction Cost	$4,284,410.00	of Construction Cost	$0.00	Ineligible Construction Costs	$812,779.48
Eligible Construction Costs	$3,471,630.52	of Eligible Costs	$0.00		

Consultants	FF&E	Fees	Contingencies	Acquisition
$173,199.00	$0.00	$915.00	$0.00	$0.00

Construction Cost		Cost	Ineligibles
A. SUBSTRUCTURE	A10. Foundations	0.00	0.00
	A20. Basements	0.00	0.00
B. SHELL	B10. Super Structure	0.00	0.00
	B20. Exterior Enclosures	333400.00	333400.00
	B30. Roofing	1970242.00	10000.00

C. INTERIORS	C10. Interior Construction	0.00	0.00
	C20. Stairs	0.00	0.00
	C30. Interior Finishes	0.00	0.00
D. SERVICES	D10. Conveying	0.00	0.00
	D20. Plumbing	72400.00	0.00
	D30. HVAC	0.00	0.00
	D40. Fire Protection	0.00	0.00
	D50. Electrical	0.00	0.00
E. EQUIPMENT & FURNISHINGS	E10. Equipment	0.00	0.00
	E20. Furnishings	0.00	0.00
F. SPECIAL CONSTRUCTION AND DEMOLITION	F10. Special Construction	0.00	0.00
	F20. Selective Building Demolition	439030.00	0.00
	F30. Abatement	0.00	0.00
X. GENERAL CONDITIONS, OFFICE OVERHEAD, & PROFIT	X10. General Conditions	281599.00	27545.00
	X20. Overhead & Profit	422398.00	41318.00
Z. ALLOWANCES	Z10. Design Contingency	0.00	0.00
	Z20. Inflation (Escalation) Allowance	413343.00	48518.48
	Z30. Construction Contingency	351998.00	351998.00

Soft Cost		Cost	Ineligibles
G. SITEWORK (beyond 5 ft from Building)	G1010. Site Clearing	0.00	0.00
	G1020. Site Demolition & Relocation	0.00	0.00
	G1030. Site Earthwork	0.00	0.00
	G1040. Hazardous Waste Remediation	0.00	0.00
	G2010 Roadways	0.00	0.00
	G2020. Parking	0.00	0.00
	G2030. Pedestrian Paving	0.00	0.00
	G2040. Site Development	0.00	0.00
	G2045. Athletic Fields	0.00	0.00
	G2050. Landscaping	0.00	0.00
	G3010. Water Supply	0.00	0.00
	G3020. Sanitary Sewer	0.00	0.00

	G3030. Storm Sewer	0.00	0.00
	G3040. Heating Distribution	0.00	0.00
	G3050. Cooling Distribution	0.00	0.00
	G3060. Fuel Distribution	0.00	0.00
	G3090. Other Site Mechanical Utilities	0.00	0.00
	G4010. Electrical Distribution	0.00	0.00
	G4020. Site Lighting	0.00	0.00
	G4030. Site Communications & Security	0.00	0.00
	G4090. Other Site Electrical Utilities	0.00	0.00
	G9010. Service & Pedestrian	0.00	0.00
	G9020. Bleachers, Concession Stands, etc.	0.00	0.00
	G9090. Other Site Systems	0.00	0.00
Y.SITE GENERAL CONDITIONS, OFFICE OVERHEAD, PROFIT, & ALLOWANCES	Y1010. Site General Conditions	0.00	0.00
	Y2010. Site Overhead & Profit	0.00	0.00
	Y3010. Site Design Contingency	0.00	0.00
	Y4010. Site Inflation (Escalation) Allowance	0.00	0.00
	Y5010. Trade Contractor Bond Costs	0.00	0.00
	Y3020. Site Construction Contingency	0.00	0.00
R. CONSULTANTS	R1010. Architect/Engineer	123199.00	14461.00
	R2010. Environmental	50000.00	5869.00
	R3010. Commissoning	0.00	0.00
	R4010. Geotechnical	0.00	0.00
	R5010. Cost Estimator	0.00	0.00
	R6010. Owners Rep	0.00	0.00
	R7010. CM Pre-Construction	0.00	0.00
	R8010. FF&E Coordinator	0.00	0.00
	R9010. Legal	0.00	0.00
S. FF&E	S1010. FF&E	0.00	0.00
	S2010. Technology	0.00	0.00
	S3010. Playground Equipment	0.00	0.00
	S4010. Playground Surfacing	0.00	0.00
	S5010. Moving	0.00	0.00

T. FEES	T1010. District Bonding Fees	0.00	0.00
	T2010. Insurance Cost	0.00	0.00
	T3010. Town Staff Cost	0.00	0.00
	T4010. Town Permit Fees	0.00	0.00
	T5010. State Permit Fees	915.00	915.00
	T6010. Testing/Inspection Fees	0.00	0.00
	T7010. Printing & Mailing	0.00	0.00
	T8010. Other Costs	0.00	0.00
U. CONTINGENCIES	U1010. Owner Contingency	0.00	0.00
W. ACQUISITION COSTS W	W1010. Land/Building Purchase	0.00	0.00
	W2010. Swing Space/Portables	0.00	0.00
	W3010. Site Remediation	0.00	0.00
	W4010. Appraisals	0.00	0.00
	W5010. Land Survey	0.00	0.00
	W6010. Other Acquisition Costs	0.00	0.00

Save and Continue Save and Exit Signoff and Submit

Note: Sections 11 through 13 of Public Act 26-139 revise the existing framework that a board of education, charter school governing council, magnet school operator, or supervisory agent of nonpublic schools (collectively, "school governing entities") must follow when hiring applicants for positions involving direct student contact. The law requires school governing entities to, among other things, review a written statement from the applicant, contact the applicant's former employers (as defined by the statute), and review information from the State Department of Education ("SDE") regarding the SDE's knowledge of the applicant's history of certain misconduct. The Act generally expands the scope of what applicants, former employers, and the SDE must disclose. This policy has been revised to reflect the new statutory requirements

Series 4000 **4112.5**
Personnel **4212.5**

EMPLOYMENT AND STUDENT TEACHER BACKGROUND CHECKS

As set forth below, each applicant for a position with the New Milford Public Schools (the "District"), and each student who is enrolled in a teacher preparation program with the District, as defined in section 10-10a of the Connecticut General Statutes, and completing a student teaching experience in the District (collectively referred to as "applicants"), shall be asked to provide in writing: (1) whether the applicant has ever been convicted of a crime; (2) whether there are any criminal charges pending against the applicant at the time of the application and, if charges are pending, to state the charges and the court in which such charges are pending; and (3) whether the applicant is included on the Abuse and Neglect Registry of the Connecticut Department of Children and Families ("DCF") (the "Registry

Applicants shall not be required to disclose any arrest, criminal charge or conviction that has been erased. An employment application form that contains any question concerning the criminal history of the applicant shall contain the following notice, in clear and conspicuous language:

> **Pursuant to section 31-51i(d) of the Connecticut General Statutes, the applicant is hereby notified that (1) the applicant is not required to disclose the existence of any erased criminal history record information, (2) erased criminal history record information are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that has been dismissed or nolled, a criminal charge for which the person has been found not guilty or a conviction for which the person received an absolute pardon or criminal records that are erased pursuant to statute or by other operation of law, and (3) any person with erased criminal history record information shall be deemed to have never been arrested within the meaning of the general statutes with respect to the proceedings so erased and may so swear under oath.**

In addition, the District shall conduct an employment history check for each applicant for a position, as set forth below.

For the purposes of this policy:

"**Sexual misconduct"** means any verbal, nonverbal, written, or electronic communication, or any other act directed toward or with a student that is designed to establish a sexual relationship with the student, including a sexual invitation, dating or soliciting a date, engaging in sexual dialog, making sexually suggestive comments, self-disclosure or physical exposure of a sexual or erotic nature, and any other sexual, indecent, or erotic contact with a student.

"**Abuse or neglect**" means abuse or neglect as described in Conn. Gen. Stat. § 46b-120, and includes any violation of Conn. Gen. Stat. §§ 53a-70 (sexual assault in the first degree), 53a-70a (aggravated sexual assault in the first degree), 53a-71 (sexual assault in the second degree), 53a-72a (sexual assault in the third degree), 53a-72b (sexual assault in the third degree with a firearm), or 53a-73a (sexual assault in the fourth degree).

"Injury or risk of injury to, or impairing the morals of, a minor" as defined in Conn. Gen. Stat § 53-21 means (1) wilfully or unlawfully causing or permitting any child under the age of sixteen years to be placed in such a situation that the life or limb of such child is endangered, the health of such child is likely to be injured or the morals of such child are likely to be impaired, or doing any act likely to impair the health or morals of any such child; or (2) having contact with the intimate parts, as defined in Conn. Gen. Stat. § 53a-65, of a child under the age of sixteen years or subjecting a child under sixteen years of age to contact with the intimate parts of such person, in a sexual and indecent manner likely to impair the health or morals of such child; or (3) permanently transferring the legal or physical custody of a child under the age of sixteen years to another person for money or other valuable consideration or acquiring or receiving the legal or physical custody of a child under the age of sixteen years from another person upon payment of money or other valuable consideration to such other person or a third person, except in connection with an adoption proceeding that complies with the provisions of chapter 803.

"**Former employer**" means any local or regional board of education, governing council of a state or local charter school or interdistrict magnet school operator, person, firm, business, educational institution, nonprofit agency, corporation, limited liability company, the state, any political subdivision of the state, any governmental agency, or any other entity that such applicant was employed by <u>during any of the previous twenty years</u> prior to applying for a position with a local or regional board of education.

I. <u>Employment History Check Procedures</u>

A. The District shall not offer employment to an applicant for a position, including any position that is contracted for, if such applicant would have direct student contact, prior to the District:

1. Requiring the applicant:

a. to list the name, address, and telephone number of each current employer or former employer (please note the definition of "former employer" above, including the applicable twenty-year reporting period) during any of the previous twenty years, if:

(i) such current or former employer is/was a local or regional board of education, council of a state or local charter school,

interdistrict magnet school operator, or a supervisory agent of a nonpublic school, and/or

(ii) the applicant's employment with such current or former employer caused the applicant to have contact with children;

b. to submit a written authorization that

(i) consents to and authorizes disclosure by the employers listed under paragraph I.A.1.a of this policy of the information requested under paragraph I.A.2 of this policy and the release of related records by such employers,

(ii) consents to and authorizes disclosure by the Connecticut State Department of Education (the "Department') of the information requested under paragraph I.A.3 of this policy and the release of related records by the Department, and

(iii) releases those employers and the Department from liability that may arise from such disclosure or release of records pursuant to paragraphs I.A.2 or I.A.3 of this policy; and

c. to submit a written statement of whether the applicant

(i) has been or is the subject of an abuse or neglect or sexual misconduct investigation, or any investigation involving the injury or risk of injury to, or impairing the morals of, a minor, by any employer, state agency or municipal police department,

(ii) has ever been disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect was pending or under investigation by DCF or any employer, state agency or municipal police department, or an allegation of sexual misconduct was pending or under investigation by any employer, state agency or municipal police department, or an allegation involving the injury or risk of injury to, or impairing the morals of, a minor, was pending or under investigation, or due to an allegation substantiated pursuant to Conn. Gen. Stat. § 17a-101g of abuse or neglect, or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct, or

(iii) has ever had a professional or occupational license or certificate suspended or revoked or has ever surrendered such a license or certificate while an allegation of abuse or neglect was pending or under investigation by DCF or an investigation of sexual misconduct was pending or under investigation, or an allegation involving the injury or risk of

injury to, or impairing the morals of, a minor, was pending or under investigation, or due to an allegation substantiated by DCF of abuse or neglect or of sexual misconduct or a conviction for abuse or neglect or sexual misconduct;

2. Conducting a review of the employment history of the applicant by contacting those employers listed by the applicant under paragraph I.A.1.a of this policy. Such review shall be conducted using a form developed by the Department, which shall request the following:

   a. the dates of employment of the applicant, and

   b. a statement as to whether the employer has knowledge that the applicant:

      (i) was or is the subject of an allegation of abuse or neglect or sexual misconduct for which there is an investigation pending with any employer, state agency, or municipal police department or which has been substantiated, unless such substantiation was reversed as a result of an appeal to DCF;

      (ii) was disciplined or asked to resign from employment or resigned from or otherwise separated from any employment while an allegation of abuse or neglect or sexual misconduct was or is pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct, unless such substantiation was reversed as a result of an appeal to DCF; or

      (iii) has ever had a professional or occupational license, certificate, authorization or permit suspended or revoked or has ever surrendered such a license, certificate, authorization or permit while an allegation of abuse or neglect or sexual misconduct was pending or under investigation, or due to a substantiation of abuse or neglect or sexual misconduct, unless such substantiation was reversed as a result of an appeal to DCF. Such review may be conducted telephonically or through written communication. Notwithstanding the provisions of subsection (g) of Conn. Gen. Stat. § 31-51i, not later than five (5) business days after the District receives a request for such information about an employee or former employee, the District shall respond with and is authorized to disclose such information. The District may request more information concerning any response made by a current or former employer for information about an applicant, and, notwithstanding subsection (g), such employer shall respond not later than five (5) business days after receiving such request.

3. Requesting information from the Department concerning:

a. the eligibility status for employment of any applicant for a position requiring a certificate, authorization or permit,

b. whether the Department has knowledge that an investigation is pending or a finding has been substantiated by DCF pursuant to Conn. Gen. Stat. § 17a-101g of abuse or neglect or of sexual misconduct against the applicant and any information concerning such investigation or finding, and

c. whether the Department has received notification that the applicant has been convicted of a crime or of criminal charges pending against the applicant and any information concerning such charges.

B. Notwithstanding the provisions of subsection (g) of Conn. Gen. Stat. § 31-51i, if the District receives information that an applicant for a position with or an employee of the District is under investigation or has been disciplined for a finding of abuse or neglect or sexual misconduct, it shall notify the Department of such information.

C. The District shall not employ an applicant for a position involving direct student contact who does not comply with the provisions of paragraph I.A.1 of this policy.

D. The District may employ or contract with an applicant on a temporary basis for a period not to exceed ninety (90) calendar days, pending the District's review of information received under this section, provided:

1. The applicant complied with paragraph I.A.1 of this policy;

2. The District has no knowledge of information pertaining to the applicant that would disqualify the applicant from employment with the District; and

3. The applicant affirms that the applicant is not disqualified from employment with the District.

E. The District shall not enter into a collective bargaining agreement, an employment contract, an agreement for resignation or termination, a severance agreement, or any other contract or agreement or take any action that:

1. Has the effect of suppressing or requiring the nondisclosure of information relating to a pending investigation of a report of suspected abuse or neglect or sexual misconduct by a current or former employee;

2. Affects the ability of the District to report suspected abuse or neglect or sexual misconduct to appropriate authorities; or

3. Requires the District to expunge information about an allegation or a finding of suspected abuse or neglect or sexual misconduct from any documents maintained by the District, unless, after investigation, such allegation is found to be false.

F. The District shall not offer employment to a person as a substitute teacher, unless such person and the District comply with the provisions of paragraph I.A.1 of this policy. The District shall determine which such persons are employable as substitute teachers and maintain a list of such persons. The District shall not hire any person as a substitute teacher who is not on such list. Such person shall remain on such list as long as such person is continuously employed by the District as a substitute teacher, as described in paragraph III.B.2 of this policy, provided the District does not have any knowledge of a reason that such person should be removed from such list.

G. In the case of an applicant who is a contractor, the contractor shall require any employee with such contractor who would be in a position involving direct student contact to supply to such contractor all the information required of an applicant under paragraphs I.A.1.a and I.A.1.c of this policy and a written authorization under paragraph I.A.1.b of this policy. Such contractor shall contact any current or former employer (please note the definition of "former employer" above, including the applicable twenty-year reporting period) of such employee that was a local or regional board of education, council of a state or local charter school, interdistrict magnet school operator, or a supervisory agent of a nonpublic school, or if the employee's employment with such current or former employer caused the employee to have contact with children, and request, either telephonically or through written communication, any information concerning whether there is a pending or open investigation or was a finding of abuse or neglect or sexual misconduct against such employee. Notwithstanding the provisions of subsection (g) of Conn. Gen. Stat. § 31-51i, such employer shall report to the contractor any such investigation or finding, either telephonically or through written communication. If the contractor receives any information indicating such investigation or finding or otherwise has knowledge of such investigation or finding, the contractor shall, notwithstanding the provisions of subsection (g) of Conn. Gen. Stat. § 31-51i, immediately forward such information to the District, either telephonically or through written communication. If the District receives such information, it shall determine whether such employee of the contractor may work in a position involving direct student contact at any school in the District. No determination by the District that any such employee of the contractor shall not work under any such contract in any such position shall constitute a breach of such contract.

H. Any applicant/employee who knowingly provides false information or knowingly fails to disclose information required in subdivision (1) of subsection (A) of this section shall be subject to discipline by the District that may include:

1. denial of employment, or

2. termination of the contract of a certified employee, in accordance with the provisions of Conn. Gen. Stat. § 10-151, or

3. termination of a non-certified employee in accordance with applicable law and/or any applicable collective bargaining agreement, contract or District policy.

I. If the District provides information in accordance with paragraph I.A.2 or I.G of this policy, the District shall be immune from criminal and civil liability, provided the District did not knowingly supply false information.

J. Notwithstanding the provisions of Conn. Gen. Stat. § 10-151c and subsection (g) of Conn. Gen. Stat. § 31-51i, the District shall provide, upon request by another local or regional board of education, governing council of a state or local charter school, interdistrict magnet school operator, or supervisory agent of a nonpublic school for the purposes of an inquiry pursuant to paragraphs I.A.2 or I.G of this policy or to the Commissioner of Education pursuant to paragraph I.B of this policy any information that the District has concerning an investigation or finding of abuse or neglect or sexual misconduct by a subject of any such inquiry.

K. Prior to offering employment to an applicant, the District shall make a documented good faith effort to contact each current and any former employer (please note the definition of "former employer" employer above, including the applicable twenty-year reporting period) of the applicant that was a local or regional board of education, governing council of a state or local charter school, interdistrict magnet school operator, or supervisory agent of a nonpublic school, or if the applicant's employment with such current or former employer caused the applicant to have contact with children in order to obtain information and recommendations that may be relevant to the applicant's fitness for employment, including whether there is a pending investigation of the applicant for allegations of abuse or neglect or sexual misconduct. Such effort, however, shall not be construed to require more than three telephonic requests made on three separate days.

L. The District shall not offer employment to any applicant who had any previous employment contract terminated by a local or regional board of education, council of a state or local charter school, interdistrict magnet school operator, or a supervisory agent of a nonpublic school, or who resigned from such employment, if the applicant (1) has been convicted of a violation of Conn. Gen. Stat. § 17a-101a, or (2) has had an allegation of abuse or neglect or sexual misconduct substantiated.

II. <u>DCF Registry Checks</u>

Prior to hiring any person for a position with the District, and before a student who is enrolled in a teacher preparation program in the District, as defined in section 10-10a of the Connecticut General Statutes, and completing a student teaching experience with the District, begins such student teaching experience, the District shall require such applicant or student to submit to a records check of information maintained on the Registry concerning the applicant.

The District shall request information from the Registry promptly, and in any case no later than thirty (30) calendar days from the date of employment. Registry checks will be processed according to the following procedure:

A. No later than ten (10) calendar days after the Superintendent or the Superintendent's designee has notified a job applicant of a decision to offer employment to the applicant, or as soon thereafter as practicable, the Superintendent or the Superintendent's designee will either obtain the information from the Registry or, if the applicant's consent is required to access the information, will supply the

applicant with the release form utilized by DCF for obtaining information from the Registry.

B. If consent is required to access the Registry, no later than ten (10) calendar days after the Superintendent or the Superintendent's designee has provided the successful job applicant with the form, the applicant must submit the signed form to DCF with a copy to the Superintendent or the Superintendent's designee. Failure of the applicant to submit the signed form to DCF within such ten-day period, without good cause, will be grounds for the withdrawal of the offer of employment.

C. Upon receipt of Registry information indicating previously undisclosed information concerning abuse or neglect investigations concerning the successful job applicant/employee, the Superintendent or the Superintendent's designee will notify the affected applicant/employee in writing of the results of the Registry check and will provide an opportunity for the affected applicant/employee to respond to the results of the Registry check.

D. If notification is received by the Superintendent or the Superintendent's designee that that the applicant is listed as a perpetrator of abuse or neglect on the Registry, the Superintendent or the Superintendent's designee shall provide the applicant with an opportunity to be heard regarding the results of the Registry check. If warranted by the results of the Registry check and any additional information provided by the applicant, the Superintendent or the Superintendent's designee shall revoke the offer of employment and/or terminate the applicant's employment if the applicant has already commenced working for the District.

III. Criminal Records Check Procedure

A. Each person hired by the District shall be required to submit to state and national criminal records checks within thirty (30) calendar days from the date of employment. Each student who is enrolled in a teacher preparation program, as defined in section 10-10a of the Connecticut General Statutes, and completing a student teaching experience with the District, shall be required to submit to state and national criminal records checks within sixty (60) calendar days from the date such student begins to perform such student teaching experience. Record checks will be processed according to the following procedure:*

1. No later than five (5) calendar days after the Superintendent or the Superintendent's designee has notified a job applicant of a decision to hire the applicant, or as soon thereafter as practicable, the Superintendent or the Superintendent's designee will provide the applicant with a packet containing all documents and materials necessary for the applicant to be fingerprinted by the local police department or the CT State Department of Emergency Services and Public Protection. This packet shall also contain all documents and materials necessary for the police department to submit the completed fingerprints to the State Police Bureau of Identification for the processing of state and national criminal records checks. The Superintendent or the Superintendent's designee will also provide each applicant with the following notifications before the applicant obtains the applicant's fingerprints: (1) Agency Privacy Requirements for Noncriminal Justice

Applicants; (2) Noncriminal Justice Applicant's Privacy Rights; (3) and the Federal Bureau of Investigation, United States Department of Justice Privacy Act Statement.

2. No later than ten (10) calendar days after the Superintendent or the Superintendent's designee has provided the successful job applicant with the fingerprinting packet, the applicant must arrange to be fingerprinted by the local police department or CT State Department of Emergency Services and Public Protection. Failure of the applicant to have the applicant's fingerprints taken within such ten-day period, without good cause, will be grounds for the withdrawal of the offer of employment.

3. Any person for whom criminal records checks are required to be performed pursuant to this policy must pay all fees and costs associated with the fingerprinting process and/or the submission or processing of the requests for criminal records checks. Fees and costs associated with the fingerprinting process and the submission and process of requests are waived for student teachers, in accordance with state law.

4. Upon receipt of a criminal records check indicating a previously undisclosed conviction, the Superintendent or the Superintendent's designee will notify the affected applicant/employee in writing of the results of the record check and will provide an opportunity for the affected applicant/employee to respond to the results of the criminal records check. The affected applicant/employee may notify the Superintendent or the Superintendent's designee in writing within five (5) calendar days that the affected applicant/employee will challenge such individual's criminal history records check. Upon written notification to the Superintendent or the Superintendent's designee of such a challenge, the affected applicant/employee shall have ten (10) calendar days to provide the Superintendent or the Superintendent's designee with necessary documentation regarding the affected applicant/employee's record challenge. The Superintendent or the Superintendent's designee may grant an extension to the preceding ten-day period during which the affected applicant/employee may provide such documentation for good cause shown.

5. Decisions regarding the effect of a conviction upon an applicant/employee, whether disclosed or undisclosed by the applicant/employee, will be made on a case-by-case basis. Notwithstanding the foregoing, the falsification or omission of any information on a job application or in a job interview, including but not limited to information concerning criminal convictions or pending criminal charges, shall be grounds for disqualification from consideration for employment or discharge from employment.

6. Notwithstanding anything in paragraph III.A.5 of this policy, above, no decision to deny employment or withdraw an offer of employment on the basis of an applicant/employee's criminal history record shall be made without affording the applicant/employee the opportunities set forth in paragraph III.A.4 of this policy, above.

B. **Criminal Records Check for Substitute Teachers:**

A substitute teacher who is hired by the District must submit to state and national criminal history records checks according to the procedures outlined above, subject to the following:

1. If the state and national criminal history records checks for a substitute teacher have been completed within one year prior to the date the District hired the substitute teacher, and if the substitute teacher arranged for such prior criminal history records checks to be forwarded to the Superintendent or the Superintendent's designee, then the substitute teacher will not be required to submit to another criminal history records check at the time of such hire.

2. If a substitute teacher submitted to state and national criminal history records checks upon being hired by the District, then the substitute teacher will not be required to submit to another criminal history records check so long as the substitute teacher is continuously employed by the District, that is, employed for at least one day of each school year, by the District, provided a substitute teacher is subjected to such checks at least once every five years.

IV. Sex Offender Registry Checks

District personnel shall cross-reference the Connecticut Department of Public Safety's sexual offender registry prior to hiring any new employee and before a student who is enrolled in a teacher preparation program, as defined in section 10-10a of the Connecticut General Statutes, and completing a student teaching experience with the District, begins such student teaching experience. Registration as a sexual offender constitutes grounds for denial of employment opportunities and opportunities to perform student teaching experiences in the District.

V. Credit Checks

The District may also ask a prospective employee for a credit report for employment for certain District positions, where the District's receipt of a credit report is substantially related to the employee's potential job. "Substantially related to the current or potential job" is defined to mean "the information contained in the credit report is related to the position for which the employee or prospective employee who is the subject of the report is being evaluated because of the position." Prior to asking for a credit report, the District will determine whether the position falls within one of the categories as described in this paragraph. The position must: (1) be a managerial position which involves setting the direction or control of the District; (2) involve access to employees' personal or financial information; (3) involve a fiduciary responsibility to the District, including, but not limited to, the authority to issue payments, collect debts, transfer money or enter into contracts; (4) provide an expense account or District debit or credit card; or (5) involve access to the District's nonfinancial assets valued at two thousand five dollars or more.

When a credit report will be requested as part of the employment process, the District will provide written notification to the prospective employee regarding the use of credit checks. That notification must be provided in a document separate from the employment application. The notification must state that the District may use the information in the consumer credit report to

make decisions related to the individual's employment. The District will obtain written, signed consent before performing the credit or other background checks.

If the District intends to take an action adverse to a potential employee based on the results of a credit report, the District must provide the prospective employee with a copy of the report on which the District relied in making the adverse decision, as well as a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act," which should be provided by the company that provides the results of the credit check. The District will give the potential employee a reasonable amount of time, i.e., at least five days, to dispute any of the information in the report prior to making any final employment decision.

If an adverse action is taken based on information from the report, the District will notify the prospective employee either orally, in writing or via electronic means that the adverse action was taken based on the information in the consumer report. That notice must include the name, address and phone number of the consumer reporting company that supplied the credit report; a statement that the company that supplied the report did not make the decision to take the unfavorable action and cannot provide specific reasons for the District's actions; and a notice of the person's right to dispute the accuracy or completeness of any information the consumer reporting company furnished, and to get an additional free report from the company if the person asks for it within sixty (60) calendar days.

VI. Notice of Conviction

If, at any time, the District receives notice of a conviction of a crime by a person holding a certificate, authorization or permit issued by the State Board of Education, the District shall send such notice to the State Board of Education. In complying with this requirement, the District shall not disseminate the results of any national criminal history records check.

VII. School Nurses

School nurses or nurse practitioners appointed by, or under contract with, the District shall also be required to submit to a criminal history records check in accordance with the procedures outlined above.

VIII. Personal Online Accounts

For purposes of this policy, "personal online account" means any online account that is used by an employee or applicant exclusively for personal purposes and unrelated to any business purpose of the District, including, but not limited to, electronic mail, social media and retail-based Internet web sites. "Personal online account" does not include any account created, maintained, used or accessed by an employee or applicant for a business purpose of the District.

A. During the course of an employment check, the District may not:

1. request or require that an applicant provide the District with a user name and password, password or any other authentication means for accessing a personal online account;

2. request or require that an applicant authenticate or access a personal online account in the presence of District personnel; or

3. require that an applicant invite a supervisor employed by the District or accept an invitation from a supervisor employed by the District to join a group affiliated with any personal online account of the applicant.

B. The District may request or require that an applicant provide the District with a user name and password, password or any other authentication means for accessing:

1. any account or service provided by District or by virtue of the applicant's employment relationship with the District or that the applicant uses for the District's business purposes, or

2. any electronic communications device supplied or paid for, in whole or in part, by the District.

C. In accordance with applicable law, the District maintains the right to require an applicant to allow the District to access the applicant's personal online account, without disclosing the user name and password, password or other authentication means for accessing such personal online account, for the purpose of:

1. conducting an investigation for the purpose of ensuring compliance with applicable state or federal laws, regulatory requirements or prohibitions against work-related employee misconduct based on the receipt of specific information about activity on an applicant's personal online account; or

2. conducting an investigation based on the receipt of specific information about an applicant's unauthorized transfer of the District's proprietary information, confidential information or financial data to or from a personal online account operated by an applicant or other source.

IX. Policy Inapplicable to Certain Individuals

This policy shall not apply to:

A. A student employed by the District who attends a District school.

B. A person employed by the District as a teacher for a noncredit adult class or adult education activity, as defined in Conn. Gen. Stat. § 10-67, who is not required to hold a teaching certificate pursuant to Conn. Gen. Stat. § 10-145b for such position.

X. Falsification of Records

Notwithstanding any other provisions of this policy, the falsification or omission of any information on a job application or in a job interview, including but not limited to information concerning abuse or neglect investigations or pending criminal applications, shall be grounds for disqualification from consideration for employment or discharge from employment.

Legal References: Conn. Gen. Stat. § 10-212

Conn. Gen. Stat. § 10-221d

Conn. Gen. Stat. § 10-222c

Conn. Gen. Stat. § 31-40x

Conn. Gen. Stat. § 31-51i

Conn. Gen. Stat. § 31-51tt

Public Act 26-139, "An Act Concerning Various Revisions to the Education Statutes."

Elementary and Secondary Education Act, reauthorized as the Every Student Succeeds Act, Pub. L. 114-95, codified at 20 U.S.C.§ 6301 *et seq.*

Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Approved: August 15, 2023
Revised April 22, 2025

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Agency Privacy Requirements for Noncriminal Justice Applicants

Authorized governmental and non-governmental agencies/officials that conduct a national fingerprint-based criminal history record check on an applicant for a noncriminal justice purpose (such as employment or a license, immigration or naturalization matter, security clearance, or adoption) are obligated to ensure the applicant is provided certain notices and that the results of the check are handled in a manner that protects the applicant's privacy. All notices must be provided in writing.[1] These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.), Section 552a, and Title 28, Code of Federal Regulations (CFR), Section 50.12, among other authorities.

- Officials must ensure that each applicant receives an adequate written FBI Privacy Act Statement (dated 2013 or later) when the applicant submits the applicant's fingerprints and associated personal information.[2]
- Officials must advise all applicants in writing that procedures for obtaining a change, correction, or update of an FBI criminal history record are set forth at 28 CFR 16.34. Information regarding this process may be found at https://www.fbi.gov/services/cjis/identity-history-summary-checks and https://www.edo.cjis.gov.
- Officials must provide the applicant the opportunity to complete or challenge the accuracy of the information in the FBI criminal history record.
- Officials should not deny the employment, license, or other benefit based on information in the FBI criminal history record until the applicant has been afforded a reasonable time to correct or complete the record or has declined to do so.
- Officials must use the FBI criminal history record for authorized purposes only and cannot retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.[3]

The FBI has no objection to officials providing a copy of the applicant's FBI criminal history record to the applicant for review and possible challenge when the record was obtained based on positive fingerprint identification. If agency policy permits, this courtesy will save the applicant the time and additional FBI fee to obtain the applicant's record directly from the FBI by following the procedures found at 28 CFR 16.30 through 16.34. It will also allow the officials to make a more timely determination of the applicant's suitability.

Each agency should establish and document the process/procedures it utilizes for how/when it gives the applicant the FBI Privacy Act Statement, the 28 CFR 50.12 notice, and the opportunity to correct the applicant's record. Such documentation will assist State and/or FBI auditors during periodic compliance reviews on use of FBI criminal history records for noncriminal justice purposes.

If you need additional information or assistance, contact:

Connecticut Records: **Department of Emergency Services and Public Protection** **State Police Bureau of Identification (SPBI)** **1111 Country Club Road** **Middletown, CT 06457**	**Out-of-State Records:** **Agency of Record** **OR** **FBI CJIS Division-Summary Request** **1000 Custer Hollow Road** **Clarksburg, West Virginia 26306**

[1] Written notification includes electronic notification, but excludes oral notification.
[2] See https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement
[3] See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d), 50.12(b) and 906.2(d).

860-685-8480	

Noncriminal Justice Applicant's Privacy Rights

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing.[4] These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulations (CFR), 50.12, among other authorities.

- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or retained.[5]
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your FBI criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your FBI criminal history record (if you have such a record).
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the FBI criminal history record.
- If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at https://www.fbi.gov/services/cjis/identity-history-summary-checks and https://www.edo.cjis.gov.
- If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI by submitting a request via https://www.edo.cjis.gov. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.[6]
- If you need additional information or assistance, please contact:

[4] Written notification includes electronic notification, but excludes oral notification.
[5] https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement
[6] See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 34 U.S.C. § 40316 (formerly cited as 42 U.S.C. § 14616), Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

Connecticut Records: **Department of Emergency Services and Public Protection** **State Police Bureau of Identification (SPBI)** **1111 Country Club Road** **Middletown, CT 06457** **860-685-8480**	**Out-of-State Records:** **Agency of Record** **OR** **FBI CJIS Division-Summary Request** **1000 Custer Hollow Road** **Clarksburg, West Virginia 26306**

Federal Bureau of Investigation
Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Note: Effective October 1, 2026, Public Act 26-73 amends Connecticut General Statutes Section 31-48d to require employers who engage in electronic monitoring to provide each employee hired on or after October 1, 2026, prior to commencing Oemployment, with a plain language statement advising which activities are prohibited and may be monitored without prior written notice. The revised law also requires that employers provide employees with notice of the specific locations on the employer's premises where electronic monitoring may occur. The model notice that accompanies this policy has been revised to reflect these changes. Also, technical and clarifying changes have been made to the administrative regulations that accompany the policy.

Series 4000 **4118.6**
Personnel **4218.6**

POLICY AND ADMINISTRATIVE REGULATIONS REGARDING EMPLOYEE USE OF THE DISTRICT'S COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS

Computers, computer networks, electronic devices, Internet and/or WiFi access, and electronic messaging systems are effective and important technological resources. The New Milford Board of Education (the "Board") has installed computers and a computer network(s), including Internet and WiFi access and electronic messaging systems**,** on Board premises and may provide other electronic devices that can access the network(s) and/or have the ability to send and receive messages with an operating system or network communication framework. Devices include but are not limited to personal computing devices, cellular phones, Smartphones, Smartwatches, network access devices, radios, personal cassette players, CD players, tablets, walkie-talkies, personal gaming systems, Bluetooth speakers, personal data assistants, and other electronic signaling devices. Electronic messaging systems include mobile, chat, and instant message; cloud collaboration platforms, including internal chat, peer-to-peer messaging systems, and draft email message transfer; and products that have the ability to create duration-based or subjective removal of content, such as Snapchat, and security focused platforms, such as Signal. The Board's computers, computer networks, electronic devices, Internet access, and electronic messaging systems are referred to collectively as "the computer systems" and are provided in order to enhance both the educational opportunities for our students and the business operations of the New Milford Public Schools (the "District").

These computer systems are business and educational tools. As such, they are made available to Board employees for business and education-related uses. The Administration shall develop regulations setting forth procedures to be used by the Administration in an effort to ensure that such computer systems are used for appropriate business and education-related purposes.

In accordance with applicable laws and the Administrative Regulations associated with this policy, the system administrator and others managing the computer systems may access electronic messaging systems (including email) or monitor activity on the computer system or electronic devices accessing the computer systems at any time and

for any reason or no reason. Typical examples include when there is reason to suspect inappropriate conduct or there is a problem with the computer systems needing correction. Further, the system administrator and others managing the computer systems can access or monitor activity on the systems despite the use of passwords by individual users and can bypass such passwords. In addition, review of electronic messaging systems (including email), messages or information stored on the computer systems, which can be forensically retrieved, includes those messages and/or electronic data sent, posted and/or retrieved using social networking sites, including but not limited to, Twitter/X, Facebook, LinkedIn, Instagram, YouTube, TikTok, Reddit, and Tumblr.

Incidental personal use of the computer systems may be permitted solely for the purpose of email transmissions and access to the Internet/WiFi on a limited, occasional basis. Such incidental personal use of the computer systems, however, is subject to all rules, including monitoring of all such use, as the Superintendent may establish through regulation. Moreover, any such incidental personal use shall not interfere in any manner with work responsibilities.

Users should not have any expectation of personal privacy in the use of the computer systems or other electronic devices that access the computer system. Use of the computer systems represents an employee's acknowledgement that the employee has read and understands this policy and any applicable regulations in their entirety, including the provisions regarding monitoring and review of electronic activity using the District systems or access.

Legal References:

Conn. Gen. Stat. § 31-40x
Conn. Gen. Stat. § 31-48b
Conn. Gen. Stat. § 31-48d
Conn. Gen. Stat. §§ 53a-182b; 53a-183; 53a-250 *et seq.*
Electronic Communications Privacy Act, 18 U.S.C. §§ 2510 through 2523

Policy adopted: March 21, 2013
Revised:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

ADMINISTRATIVE REGULATIONS REGARDING EMPLOYEE USE OF THE DISTRICT'S COMPUTER SYSTEMS AND ELECTRONIC COMMUNICATIONS

Introduction

Computers, computer networks, electronic devices, Internet and/or WiFi access, and electronic messaging systems are effective and important technological resources. The New Milford Board of Education (the "Board") has installed computers and a computer network(s), including Internet and WiFi access and electronic messaging systems, on Board premises and may provide electronic devices that can access the network(s) and/or have the ability to send and receive messages with an operating system or network communication framework. Devices include but are not limited to personal computing devices, cellular phones, Smartphones, network access devices, radios, personal cassette players, CD players, tablets, walkie-talkies, personal gaming systems, Bluetooth speakers, personal data assistants, and other electronic signaling devices. Electronic messaging systems include mobile, chat, and instant message; cloud collaboration platforms, including internal chat, peer-to-peer messaging systems, and draft email message transfer; and products that have the ability to create duration-based or subjective removal of content, such as Snapchat, and security focused platforms, such as Signal. The Board's computers, computer networks, electronic devices, Internet access, and electronic messaging systems are referred to collectively as "the computer systems" and are provided in order electronic devices, to enhance the educational and business operations of the New Milford Public Schools (the "District"). In these regulations, the computers, computer network, electronic devices, Internet access and email system are referred to collectively as "the computer systems."

These computer systems are business and educational tools. As such, they are being made available to employees of the District for District-related educational and business purposes. *All users of the computer systems must restrict themselves to appropriate District-related educational and business purposes*. Incidental personal use of the computer systems may be permitted solely for the purpose of email transmissions and similar communications, including access to the Internet/WiFi on a limited, occasional basis. Such incidental personal use of the computer systems is subject to all rules, including monitoring of all such use, set out in these regulations. Moreover, any such incidental personal use shall not interfere in any manner with work responsibilities.

These computer systems are expensive to install, own and maintain. Unfortunately, these computer systems can be misused in a variety of ways, some of which are inadvertent and others deliberate. Therefore, in order to maximize the benefits of these technologies to the District, our employees and all our students, this regulation shall govern *all* use of these computer systems.

Monitoring

It is important for all users of these computer systems to understand that the Board, as the owner of the computer systems, reserves the right to monitor the use of the computer systems to ensure that they are being used in accordance with these regulations. The District intends to monitor in a limited fashion but will do so as needed to ensure that the systems are being used appropriately for District-related educational and business purposes and to maximize utilization of the systems for such business and educational purposes. The Superintendent reserves the right to eliminate personal use of the District's computer systems by any or all employees at any time.

The system administrator and others managing the computer systems may access electronic messaging systems (including email) or monitor activity on the computer system or electronic devices accessing the computer systems at any time and for any reason or no reason. Typical examples include when there is reason to suspect inappropriate conduct or there is a problem with the computer systems needing correction. Further, the system administrator and others managing the computer systems can access or monitor activity on the systems despite the use of passwords by individual users and can bypass such passwords. In addition, review of emails, messages or information stored on the computer systems, which can be forensically retrieved, includes those messages and/or electronic data sent, posted and/or retrieved using social networking sites, including, but not limited to, Twitter/X, Facebook, LinkedIn, Instagram, YouTube, TikTok, Reddit, and Tumblr.

Notwithstanding the above and in accordance with state law, the District may not (1) request or require that an employee provide the District with a user name and password, password or any other authentication means for accessing a personal online account; (2) request or require that an employee authenticate or access a personal online account in the presence of a District representative; or (3) require that an employee invite a supervisor employed by the Board or accept an invitation from a supervisor employed by the District to join a group affiliated with any personal online account of the employee. However, the District may request or require that an employee provide the District with a username and password, password or any other authentication means for accessing (1) any account or service provided by the District or by virtue of the employee's employment relationship with the Board or that the employee uses for the Board's business purposes, or (2) any electronic communications device supplied or paid for, in whole or in part, by the Board.

In accordance with applicable law, the District maintains the right to require an employee to allow the District to access the employee's personal online account, without disclosing the username and password, password or other authentication means for accessing such personal online account, for the purpose of:

(A) Conducting an investigation for the purpose of ensuring compliance with applicable state or federal laws, regulatory requirements or prohibitions against work-related employee misconduct based on the receipt of specific information about activity on an employee's personal online account; or

(B) Conducting an investigation based on the receipt of specific information about an employee's unauthorized transfer of the Board's proprietary information, confidential information or financial data to or from a personal online account operated by an employee or other source.

For purposes of these Administrative Regulations, "personal online account" means any online account that is used by an employee exclusively for personal purposes and unrelated to any business purpose of the Board, including, but not limited to, electronic mail, social media and retail-based Internet web sites. "Personal online account" does not include any account created, maintained, used or accessed by an employee for a business purpose of the Board.

Why Monitor?

The computer systems are expensive for the Board to install, operate and maintain. For that reason alone, it is necessary to prevent misuse of the computer systems. However, there are other equally important reasons why the Board intends to monitor the use of these computer systems, reasons that support its efforts to maintain a comfortable and pleasant work environment for all employees.

These computer systems can be used for improper, and even illegal, purposes. Experience by other operators of such computer systems has shown that they can be used for such wrongful purposes as sexual harassment, intimidation of co-workers, threatening of co-workers, breaches of confidentiality, copyright infringement, and the like.

Monitoring will also allow the District to continually reassess the utility of the computer systems, and whenever appropriate, make such changes to the computer systems as it deems fit. Thus, the District monitoring should serve to increase the value of the system to the District on an ongoing basis.

Privacy Issues

Employees must understand that the District has reserved the right to conduct monitoring of these computer systems and can do so *despite* the assignment to individual employees of passwords for system security. Any password systems implemented by the District are designed solely to provide system security from unauthorized users, not to provide privacy to the individual system user.

The system's security aspects, message delete function and personal passwords can be bypassed for monitoring purposes.

Therefore, *employees must be aware that they should not have any expectation of personal privacy in the use of these computer systems*. This provision applies to any and all uses of the District's computer systems and electronic devices that access same, including any incidental personal use permitted in accordance with these regulations.

Use of the computer system represents an employee's acknowledgement that the employee has read and understands these regulations and any applicable policy in their entirety, including the provisions regarding monitoring and review of computer activity.

Prohibited Uses

Inappropriate use of District computer systems is expressly prohibited, including, but not limited to, the following:

- Sending any form of solicitation not directly related to the business of the Board and as authorized by the District;
- Sending any form of slanderous, harassing, threatening, or intimidating message, at any time, to any person (such communications *may* also be a *crime*);
- Gaining or seeking to gain unauthorized access to computer systems;
- Downloading or modifying computer software of the District in violation of the District's licensure agreement(s) and/or without authorization from supervisory personnel;
- Sending any message that breaches the Board's confidentiality requirements, including the confidentiality rights of students;
- Sending any copyrighted material over the system;
- Sending messages for any purpose prohibited by law;
- Transmission or receipt of inappropriate email communications or accessing inappropriate information on the Internet, including vulgar, lewd or obscene words or pictures;
- Using computer systems for any purposes, or in any manner, other than those permitted under these regulations;
- Using social networking sites such as Facebook, Twitter/X, LinkedIn, Instagram, YouTube, TikTok, Reddit and/or Tumblr in a manner that violates the Board's Social Networking policy.
- Using social networking sites such as Facebook, Twitter/X, LinkedIn, Instagram, YouTube, TikTok, Reddit, and/or Tumblr in a manner that causes legally sufficient interference with, disruption to, or undermining of the effective operation of the District or a District school or program such that regulation of such communication comports with the First Amendment and other applicable laws; is used to engage in harassing, defamatory, obscene, abusive, discriminatory or threatening or similarly

inappropriate communications (e.g., when such speech relates to a matter of public concern and its disruptive impact outweighs the importance of the speech); creates a hostile work environment; breaches confidentiality obligations of District employees; and/or violates the law, Board policies and/or other school rules or regulations.

- Using generative artificial intelligence in a manner that disrupts or undermines the effective operation of the District; is used to engage in harassing, defamatory, obscene, abusive, discriminatory or threatening or similarly inappropriate communications, creates a hostile work environment; breaches confidentiality obligations of school employees; or violates the law, Board policies and/or other school rules and regulations. For purposes of this policy, "generative artificial intelligence" refers to a technology system, including but not limited to ChatGPT, capable of learning patterns and relationships from data, enabling it to create content, including but not limited to text, images, audio, or video, when prompted by a user.

In addition, if a particular behavior or activity is generally prohibited by law and/or Board policy, use of these computer systems for the purpose of carrying out such activity and/or behavior is also prohibited.

Electronic Communications

The Board expects that all employees will comply with all applicable Board policies and standards of professional conduct when engaging in any form of electronic communication, including texting, using the District's computer system, or through the use of any electronic messaging system or electronic device or mobile device owned, leased, or used by the Board. As with any form of communication, the Board expects District personnel to exercise caution and appropriate judgment when using electronic communications with students, colleagues and other individuals in the context of fulfilling an employee's job-related responsibilities, including when engaging in remote teaching or use of a digital teaching platform.

Disciplinary Action

Misuse of these computer systems will not be tolerated and will result in disciplinary action up to and including termination of employment. Because no two situations are identical, the Board reserves the right to determine the appropriate discipline for any particular set of circumstances.

Complaints of Problems or Misuse

Anyone who is aware of problems with or misuse of these computer systems, or has a question regarding the appropriate use of the computer systems, should report this to a District administrator, supervisor or to Director of Technology.

Most importantly, the Board urges *any* employee who receives *any* harassing, threatening, intimidating or other improper message through the computer systems to report this immediately. It is the Board's policy that no employee should be required to tolerate such treatment, regardless of the identity of the sender of the message. *Please report these events!*

Implementation

This regulation is effective as of __/__/__.

Legal References:

Conn. Gen. Stat. § 31-40x
Conn. Gen. Stat. § 31-48b
Conn. Gen. Stat. § 31-48d
Conn. Gen. Stat. §§ 53a-182; 53a-183; 53a-250 *et seq.*
Electronic Communication Privacy Act, 18 U.S.C. §§ 2510 through 2520

[Note: Although we have included this sample notice in our model policy documents for the convenience of our Board of Education clients, the notice does not need to be approved as a Board policy].

NOTICE REGARDING ELECTRONIC MONITORING

[To be posted in a conspicuous place readily available for viewing by employees and provided to new hires]

In accordance with the provisions of Connecticut General Statutes Section 31-48d, the New Milford Board of Education ("Board") hereby gives notice to all its employees of the potential use of electronic monitoring in its workplace. While the Board may not actually engage in the use of electronic monitoring, it reserves the right to do so as the Board and/or the Administration deem appropriate in their discretion, consistent with the provisions set forth in this Notice.

"Electronic monitoring," as defined by Connecticut General Statutes Section 31-48d, means the collection of information on the Board's premises concerning employees' activities or communications, by any means other than direct observation of the employees. Electronic monitoring includes the use of a computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems. The law does not cover the collection of information (A) for security purposes in any common areas of the Board's premises which are open to the public, or (B) which is prohibited under other state or federal law.

The following specific types of electronic monitoring may be used by the Board in its workplaces and/or in the specific locations listed below:

- Monitoring of electronic messaging systems (including but not limited to email) and other components of the Board's computer systems, including monitoring of electronic devices such personal computing devices, cellular phones, Smartphones, Smartwatches, network access devices, radios, personal cassette players, CD players, tablets, walkie-talkies, personal gaming systems, Bluetooth speakers, personal data assistants, and other electronic signaling devices that access the computer systems, for compliance with the Board's policies and regulations concerning use of such systems.

- Video and/or audio surveillance within school buildings (other than in restrooms, locker rooms, lounges and other areas designed for the health or personal comfort of employees or for the safeguarding of their possessions), on school grounds and on school buses and other vehicles providing transportation to students and/or employees of the school system.

- Monitoring of employee usage of the District's telephone systems.

- Monitoring of employees when employees are engaging in remote teaching or use of a digital teaching platform.

The law also provides that, where electronic monitoring may produce evidence of misconduct, the Board may use electronic monitoring without any prior notice when the Board has reasonable grounds to believe employees are engaged in conduct that (i) violates the law, (ii) violates the legal rights of the Board or other employees, or (iii) creates a hostile work environment.

Questions about electronic monitoring in the workplace should be directed to the Superintendent.

Legal References:

Connecticut General Statutes:
Section 31-48b
Section 31-48d

Note: The Student Discipline Policy has been revised in accordance with Public Act 26-1 to identify that a student in grades preschool through two may be suspended out-of-school only when it is determined that such student engaged in behavior that caused "serious physical harm," rather than "physical harm," and that a board of education must provide an alternative educational opportunity for students between the ages of 16 and 18 who have been expelled for the first *or* second time and wish to continue their education. Additionally, the policy was further revised, in accordance with Public Act 26-125, to clarify that reference to the McKinney-Vento Act is "revised to December 23, 2022," the date of the most recent revision to that federal law. Finally, the sample expulsion notification letter has been revised in accordance with Public Act 26-1. This sample letter does not require board of education approval but can serve as a model document for the district's use.

Series 5000 **5131**
Students

POLICY AND ADMINISTRATIVE REGULATIONS REGARDING STUDENT DISCIPLINE

It is the policy of the New Milford Board of Education (the "Board") to create a school environment that promotes respect of self, others, and property within the New Milford Public Schools (the "District"). Compliance with this policy will enhance the Board and the District's ability to maintain discipline and reduce interference with the educational process that can result from student misconduct. Pursuant to this policy, the District shall promote the utilization of consistent discipline practices, both within and across schools in the District, while also promoting the consideration of individual circumstances arising in each student disciplinary matter.

Where appropriate, the District utilizes strategies that teach, encourage, and reinforce positive student behavior. Such strategies include, but are not limited to, using evidence and research-based interventions, including restorative practices, and may be implemented with or without imposing discipline, as appropriate. In addition to implementing this Student Discipline policy, the District shall address student behavior in accordance with the Board's School Climate Policy, Restorative Practices Response Policy, and any school rules, student handbook, and/or code of conduct provisions regarding the same.

I. Definitions

A. **Bullying** means unwanted and aggressive behavior among children in grades kindergarten to twelve, inclusive, that involves a real or perceived power imbalance.

B. **Cannabis** means marijuana, as defined by Conn. Gen. Stat. § 21a-240.

C. **Challenging Behavior** means behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee.

D. **Dangerous Instrument** means any instrument, article or substance which, under the circumstances in which it is used or attempted or threatened to be used, is capable of causing death or serious physical injury, and includes a "vehicle" or a dog that has been commanded to attack.

E. **Deadly Weapon** means any weapon, whether loaded or unloaded, from which a shot may be discharged, or a switchblade knife, gravity knife, billy, blackjack, bludgeon or metal knuckles. A weapon such as a pellet gun and/or air soft pistol may constitute a deadly weapon if such weapon is designed for violence and is capable of inflicting death or serious bodily harm. In making such determination, the following factors should be considered: design of weapon; how weapon is typically used (e.g., hunting); type of projectile; force and velocity of discharge; method of discharge (e.g., spring v. CO2 cartridge) and potential for serious bodily harm or death.

F. **Electronic Defense Weapon** means a weapon which by electronic impulse or current is capable of immobilizing a person temporarily, but is not capable of inflicting death or serious physical injury, including a stun gun or other conductive energy device.

G. **Emergency** means a situation in which the continued presence of the student in school poses such a danger to persons or property or such a disruption of the educational process that a hearing may be delayed until a time as soon after the exclusion of such student as possible.

H. **Exclusion** means any denial of public school privileges to a student for disciplinary purposes.

I. **Expulsion** means the exclusion of a student from school privileges for more than ten (10) consecutive school days and shall be deemed to include, but not be limited to, exclusion from the school to which such student was assigned at the time such disciplinary action was taken. The expulsion period may not extend beyond one (1) calendar year.

J. **Firearm**, as defined in 18 U.S.C § 921, means (a) any weapon (including a starter gun) that will, is designed to, or may be readily converted to expel a projectile by the action of an explosive, (b) the frame or receiver of any such weapon, (c) a firearm muffler or silencer, or (d) any destructive device. The term firearm does not include an antique firearm. As used in this definition, a "**destructive device**" includes any explosive, incendiary, or poisonous gas device, including a bomb, a grenade, a rocket having a propellant charge of more than four ounces, a missile having an explosive

or incendiary charge of more than one-quarter ounce, a mine, or any other similar device; or any weapon (other than a shotgun or shotgun shell which the Attorney General finds is generally recognized as particularly suited for sporting purposes) that will, or may be readily converted to, expel a projectile by explosive or other propellant, and which has a barrel with a bore of more than ½" in diameter. The term "destructive device" also includes any combination of parts either designed or intended for use in converting any device into any destructive device and from which a destructive device may be readily assembled. A "destructive device" does not include: an antique firearm; a rifle intended to be used by the owner solely for sporting, recreational, or cultural purposes; or any device which is neither designed nor redesigned for use as a weapon.

K. **Generative Artificial Intelligence ("AI")** refers to a technology system, including but not limited to ChatGPT and Google Gemini, capable of learning patterns and relationships from data, enabling it to create content, including but not limited to text, images, audio, or video, when prompted by a user.

L. **Protected Class Harassment** is a form of discrimination on the basis of any protected characteristic (or protected class) including race, color, religion, age, sex, sexual orientation, marital status, national origin, alienage, ancestry, disability, pregnancy, gender identity or expression, veteran status, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, or any other basis prohibited by state or federal law ("Protected Class"). Harassment constitutes unlawful discrimination when it creates a hostile environment, which occurs when the harassment is sufficiently severe, pervasive, or persistent so as to interfere with or limit a student's ability to participate in or benefit from the services, activities, or opportunities offered by a school. Harassment does not have to include intent to harm, be directed at a specific target, or involve repeated incidents. Harassment against any individual on the basis of that individual's association with someone in a Protected Class may be a form of Protected Class harassment.

M. **In-School Suspension** means an exclusion from regular classroom activity for no more than five (5) consecutive school days, but not exclusion from school, provided such exclusion shall not extend beyond the end of the school year in which such in-school suspension was imposed. No student shall be placed on in-school suspension more than fifteen (15) times or a total of fifty (50) days in one (1) school year, whichever results in fewer days of exclusion.

N. **Martial Arts Weapon** means a nunchaku, kama, kasari-fundo, octagon sai, tonfa or chinese star.

O. **Removal** is the exclusion of a student from a classroom for all or part of a single class period, provided such exclusion shall not extend beyond ninety (90) minutes.

P. **School Days** shall mean days when school is in session for students.

Q. **School-Sponsored Activity** means any activity sponsored, recognized or authorized by the Board and includes activities conducted on or off school property.

R. **Seriously Disruptive of the Educational Process**, as applied to off-campus conduct, means any conduct that markedly interrupts or severely impedes the day-to-day operation of a school.

S. **Suspension** means the exclusion of a student from school and/or transportation services only, provided such suspension shall not extend beyond the end of the school year in which such suspension is imposed; and further provided no student shall be suspended more than ten (10) times or a total of fifty (50) days in one school year, whichever results in fewer days of exclusion, unless such student is granted a formal hearing as provided below.

T. **Synthetically created image** means any photograph, film, videotape or other image of a person that (A) is (i) not wholly recorded by a camera, or (ii) either partially or wholly generated by a computer system, and (B) depicts, and is virtually indistinguishable from what a reasonable person would believe is the actual depiction of, an identifiable person.

U. **Weapon** means any BB gun, any blackjack, any metal or brass knuckles, any police baton or nightstick, any dirk knife or switch knife, any knife having an automatic spring release device by which a blade is released from the handle, having a blade of over one and one-half inches in length, any stiletto, any knife the edged portion of the blade of which is four inches and over in length, any martial arts weapon or electronic defense weapon, or any other dangerous or deadly weapon or instrument, unless permitted by law under Section 29-38 of the Connecticut General Statutes.

V. Notwithstanding the foregoing definitions, the reassignment of a student from one regular education classroom program in the District to another regular education classroom program in the District shall not constitute a suspension or expulsion.

W. For purposes of this policy, references to “school”, “school grounds” and “classroom” shall include physical educational environments, including on school transportation, as well as environments in which students are engaged in remote learning, which means instruction by means of one or

more Internet-based software platforms as part of a remote learning model.

II. Scope of the Student Discipline Policy

A. ***Conduct on School Grounds, on School Transportation, or at a School-Sponsored Activity:***

1. Suspension. Students may be **suspended** for conduct on school grounds, on school transportation, or at any school-sponsored activity that **violates a publicized policy of the Board or is seriously disruptive of the educational process or endangers persons or property.**

2. Expulsion. Students may be **expelled** for conduct on school grounds, on school transportation, or at any school-sponsored activity that either **(1) violates a publicized policy of the Board and is seriously disruptive of the educational process, or (2) endangers persons or property**.

B. ***Conduct off School Grounds:***

Discipline. Students may be disciplined, including suspension and/or expulsion, for conduct off school grounds if such conduct **violates a publicized policy of the Board and is seriously disruptive of the educational process**.

C. ***Seriously Disruptive of the Educational Process:***

In making a determination as to whether off campus conduct is seriously disruptive of the educational process, the Administration and the Board may consider, but such consideration shall not be limited to, the following factors: (1) **whether the incident occurred within close proximity of a school**; (2) **whether other students from the school were involved or whether there was any gang involvement**; (3) **whether the conduct involved violence, threats of violence, or the unlawful use of a weapon**, as defined in Section 29-38 of the Connecticut General Statutes, and **whether any injuries occurred**; and (4) **whether the conduct involved the use of alcohol**. The Administration and/or the Board may also consider (5) **whether the off-campus conduct involved the illegal use of drugs**.

D. ***Misconduct Involving Cannabis:***

A student shall not have greater discipline, punishment, or sanction for the use, sale, or possession of cannabis on school property than a student

would face for the use, sale, or possession of alcohol on school property, except as otherwise required by applicable law.

III. Actions Leading to Disciplinary Action, including Removal from Class, Suspension and/or Expulsion

Conduct that is considered to violate a publicized policy of the Board includes the offenses described below. Any such conduct may lead to disciplinary action (including, but not limited to, removal from class, suspension and/or expulsion in accordance with this policy):

1. Striking or assaulting a student, member of the school staff or other person(s).

2. Theft.

3. The use of obscene or profane language or gestures.

4. The possession, display and/or dissemination of obscenity or pornographic images or the unauthorized or inappropriate possession, display and/or dissemination of images, pictures or photographs depicting nudity, including intimate synthetically created images.

5. Violation of smoking, dress, transportation regulations, or other regulations and/or policies governing student conduct.

6. Refusal to obey a member of the school staff, law enforcement authorities, or school volunteers, or disruptive classroom behavior.

7. The use of one or more of the following: objectively offensive racial, ethnic, or religious epithets (or epithets commonly associated with any Protected Class membership, including but not limited to epithets relating to sex, sexual orientation, and/or gender identity or expression); other words or phrases commonly considered demeaning or degrading on the basis of Protected Class membership; display of images or symbols commonly associated with discrimination against individuals on the basis of their membership in a Protected Class; graphic, written or electronic communications that are harmful, or humiliating based on Protected Class membership; bigoted conduct or communications; and/or physical, written, electronic or verbal threats based on Protected Class membership.

8. Any act of Protected Class Harassment or reprisal or retaliation against any individual for reporting in good faith incidents of

Protected Class Harassment, or who participate in the investigation of such reports.

9. Refusal by a student to respond to a staff member's request for the student to provide the student's name to a staff member when asked, misidentification of oneself to such person(s), lying to school staff members or otherwise engaging in dishonest behavior.

10. Inappropriate displays of public affection of a sexual nature and/or sexual activity on school grounds, on school transportation, or at a school-sponsored activity.

11. A walk-out from or sit-in within a classroom or school building or school grounds.

12. Blackmailing, threatening or intimidating school staff or students (or acting in a manner that could be construed to constitute blackmail, a threat, or intimidation, regardless of whether intended as a joke), including the use of AI to engage in such conduct.

13. Possession and/or use of any weapon, weapon facsimile, deadly weapon, martial arts weapon, electronic defense weapon, pistol, knife, blackjack, bludgeon, box cutter, metal knuckles, pellet gun, air pistol, explosive device, firearm, whether loaded or unloaded, whether functional or not, or any other dangerous object or instrument. The possession and/or use of any object or device that has been converted or modified for use as a weapon.

14. Possession of any ammunition for any weapon described above in Paragraph 13.

15. Unauthorized entrance into any school facility or portion of a school facility or aiding or abetting an unauthorized entrance.

16. Possession or ignition of any fireworks, combustible or other explosive materials, or ignition of any material causing a fire. Possession of any materials designed to be used in the ignition of combustible materials, including matches and lighters.

17. Possession, sale, distribution, use, or consumption of tobacco, electronic nicotine delivery systems (e.g., e-cigarettes), electronic cannabis delivery system, or vapor products, or the unlawful possession, sale, distribution, use or consumption of drugs, narcotics or alcoholic beverages (or any facsimile of tobacco, drugs, narcotics or alcoholic beverages, or any item represented to be tobacco, drugs or alcoholic beverages), including being under the influence of any such substances or aiding in the procurement

of any such substances. For the purposes of this Paragraph 17, the term “electronic nicotine delivery system” shall mean an electronic device used in the delivery of nicotine or other substances to a person inhaling from the device, and includes, but is not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe or electronic hookah and any related device and any cartridge or other component of such device, including, but not limited to, electronic cigarette liquid. For purposes of Paragraph 17, the term “electronic cannabis delivery system” shall mean an electronic device that may be used to simulate smoking in the delivery of cannabis to a person inhaling the device and includes, but is not limited to, a vaporizer, electronic pipe, electronic hookah and any related device and any cartridge or other component of such device. For the purposes of Paragraph 17, the term “vapor product” shall mean any product that employs a heating element, power source, electronic circuit or other electronic, chemical or mechanical means, regardless of shape or size, to produce a vapor that may or may not include nicotine and is inhaled by the user of such product. For the purposes of this Paragraph 17, the term "drugs" shall include, but shall not be limited to, any medicinal preparation (prescription and non-prescription) and any controlled substance whose possession, sale, distribution, use or consumption is illegal under state and/or federal law, including cannabis.

18. Sale, distribution, or consumption of substances contained in household items; including, but not limited to glue, paint, accelerants/propellants for aerosol canisters, and/or items such as the aerators for whipped cream; if sold, distributed or consumed for the purpose of inducing a stimulant, depressant, hallucinogenic or mind-altering effect.

19. Possession of paraphernalia used or designed to be used in the consumption, sale or distribution of drugs, alcohol or tobacco, as described in Paragraph 17 above. For purposes of this policy, drug paraphernalia includes any equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing or concealing, or injecting, ingesting, inhaling or otherwise introducing controlled drugs or controlled substances into the human body, including but not limited to items such as "bongs," pipes, "roach clips," vials, tobacco rolling papers, and any object or container used, intended or designed for use in storing, concealing, possessing, distributing or selling controlled drugs or controlled substances, including cannabis.

20. The destruction of real, personal or school property, such as, cutting, defacing or otherwise damaging property in any way.

21. Accumulation of offenses such as school and class tardiness, class or study hall cutting, or failure to attend detention.

22. Trespassing on school grounds while on out-of-school suspension or expulsion.

23. Making false bomb threats or other threats to the safety of students, employees, and/or other persons.

24. Defiance of school rules and the valid authority of teachers, supervisors, administrators, other employees and/or law enforcement authorities.

25. Throwing snowballs, rocks, sticks and/or similar objects, except as specifically authorized by school employees responsible for student supervision.

26. Unauthorized and/or reckless and/or improper operation of a motor vehicle on school grounds or at any school-sponsored activity.

27. Leaving school grounds, school transportation or a school-sponsored activity without authorization.

28. Use of or copying of the academic work of another individual and presenting it as the student's own work, without proper attribution; the unauthorized use of AI for the completion of class assignments; or any other form of academic dishonesty, cheating or plagiarism.

29. Possession and/or use of a cellular telephone, radio, portable audio player, CD player, blackberry, tablet, personal data assistant, walkie talkie, Smartphone, mobile or handheld device, or similar electronic device, on school grounds, on school transportation, or at a school-sponsored activity in violation of Board policy and/or administrative regulations regulating the use of such devices.

30. Possession and/or use of a beeper or paging device on school grounds, on school transportation, or at a school-sponsored activity without the written permission of the principal or designee.

31. Unauthorized use of or tampering with any school computer, computer system, computer software, Internet connection or similar school property or system, or the use of such property or system for inappropriate purposes, including using AI in a manner that disrupts or undermines the effective operation of the school

district or is otherwise seriously disruptive to the educational process.

32. Possession and/or use of a laser pointer, unless the student possesses the laser pointer temporarily for an educational purpose while under the direct supervision of a responsible adult.

33. Hazing.

34. Challenging behavior, including, but not limited to, bullying, as defined in the Board's School Climate Policy and above.

35. Cyberbullying, defined as any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.

36. Acting in any manner that creates a health and/or safety hazard for employees, students, third parties on school property or the public, regardless of whether the conduct is intended as a joke, including but not limited to violating school or District health and safety protocols.

37. Engaging in a plan to stage or create a violent and/or sexual situation or activity for the purposes of recording it by electronic means and/or recording such situation or activity by electronic means. Reporting recordings to school officials may warrant exceptions from disciplinary action in certain circumstances.

38. The unauthorized publication or dissemination of a recording (photographic or audio) of another individual without permission of the individual or a school employee. Reporting recordings to school officials may warrant exceptions from disciplinary action in certain circumstances.

39. Using computer systems, including email, remote learning platforms, instant messaging, text messaging, blogging or the use of social networking websites, AI, or other forms of electronic communications, to engage in any conduct prohibited by this policy.

40. Use of a privately owned electronic or technological device in violation of school rules, including the unauthorized recording (photographic or audio) of another individual without permission of the individual or a school employee.

41. Engaging in teen dating violence, defined as any act of physical, emotional or sexual abuse, including stalking, harassing and threatening, which occurs between two students who are currently in or who have recently been in a dating relationship.

42. Any action prohibited by any Federal or State law.

43. Any other violation of school rules or regulations or a series of violations which makes the presence of the student in school seriously disruptive of the educational process and/or a danger to persons or property.

IV. Discretionary and Mandatory Expulsions

A. An administrator responsible for a school program ("responsible administrator") may consider recommendation of expulsion of a student in **grades three to twelve, inclusive**, in a case where the responsible administrator has reason to believe the student has engaged in conduct described at Sections II.A. or II.B., above.

B. A responsible administrator must recommend expulsion proceedings in all cases against any student in **grades kindergarten to twelve, inclusive**, whom the District Administration has reason to believe:

1. was in **possession on school grounds, on school transportation,** or at a **school-sponsored activity** of a **deadly weapon**, **dangerous instrument**, **martial arts weapon**, or **firearm** as defined in 18 U.S.C. § 921 as amended from time to time; or

2. **off school grounds**, **possessed a firearm** as defined in 18 U.S.C. § 921, in violation of Conn. Gen. Stat. § 29-35, or **possessed and used a firearm** as defined in 18 U.S.C. § 921, a **deadly weapon**, a **dangerous instrument** or a **martial arts weapon** in the **commission of a crime** under chapter 952 of the Connecticut General Statutes; or

3. was engaged **on or off school grounds or school transportation** in **offering for sale or distribution a controlled substance** (as defined in Conn. Gen. Stat. § 21a-240(9)), whose manufacturing, distribution, sale, prescription, dispensing, transporting, or possessing with intent to sell or dispense, offering or administering is subject to criminal penalties under Conn. Gen. Stat. §§21a-277 and 21a-278. Sale or distribution of less than one (1) kilogram of cannabis is not subject to mandatory expulsion.

The terms "**dangerous instrument**," "**deadly weapon**," **electronic defense weapon**," "**firearm**," and "**martial arts weapon**," are defined above in Section I.

C. In any preschool program provided by the Board or provided by a regional educational service center or a state or local charter school pursuant to an agreement with the Board, no **student enrolled in such a preschool program** shall be expelled from such preschool program, except an expulsion hearing shall be conducted by the Board in accordance with Section IX of this policy whenever the Administration has reason to believe that that a student enrolled in such preschool program was in **possession of a firearm** as defined in 18 U.S.C. § 921, as amended from time to time, on or off school grounds, on school transportation, or at a preschool program-sponsored event. The term **"firearm"** is defined above in Section I.

D. Upon receipt of an expulsion recommendation, the Superintendent may conduct an inquiry concerning the expulsion recommendation.

If the Superintendent or designee determines that a student should or must be expelled, the Superintendent or designee shall forward such recommendation to the Board so that the Board can consider and act upon this recommendation.

E. In keeping with Conn. Gen. Stat. § 10-233d and the Gun-Free Schools Act, it shall be the policy of the Board to expel a student in grades kindergarten to twelve, inclusive, for one (1) full calendar year for the conduct described in Section IV.B(1), (2) and (3) of this policy and to expel a student enrolled in a preschool program for one (1) calendar year for the conduct described in Section IV.C. For any mandatory expulsion offense, the Board may modify the term of expulsion on a case-by-case basis.

V. Procedures Governing Behavior that Causes a Serious Disruption

A. A school principal or other school administrator shall notify a parent or guardian of a student whose behavior has caused a serious disruption to the instruction of other students; caused self-harm; or caused physical harm to a teacher, another student, or other school employee not later than twenty-four (24) hours after such behavior occurs.

B. Such notice shall include, but not be limited to, informing such parent or guardian that the teacher of record in the classroom in which such behavior occurred may request a behavior intervention meeting.

C. If the teacher of record in the classroom ultimately requests a behavior intervention meeting with the crisis intervention team for the school, the parent or guardian must be notified that such meeting will occur.

D. If a behavior intervention meeting occurs, the crisis intervention team shall, not later than seven (7) days after the behavior intervention meeting, provide to the parent or guardian of such student, in the dominant language of such parent or guardian, a written summary of such meeting, including, but not limited to, the resources and supports identified.

VI. Procedures Governing Removal from Class

A. A student may be removed from class by a teacher or administrator if the student deliberately causes a serious disruption of the educational process. When a student is removed by a teacher, the teacher must send the student to a designated area and notify the building principal or designee at once.

B. A student may not be removed from class more than six (6) times in one school year nor more than twice in one week unless the student is referred to the responsible administrator or the administrator's designee and granted an informal hearing at which the student should be informed of the reasons for the disciplinary action and given an opportunity to explain the situation.

C. The parents or guardian of any minor student removed from class shall be given notice of such disciplinary action within twenty-four (24) hours of the time of the institution of such removal from class.

VII. Procedures Governing Suspension

A. The responsible administrator or the administrator's designee shall have the right to suspend a student for breach of conduct as noted in Section II of this policy for not more than the following: five (5) consecutive school days for an in-school suspension; ten (10) consecutive school days for an out-of-school suspension for students in grades three through twelve, inclusive; or five (5) consecutive school days for an out-of-school suspension for students in grades preschool to two, inclusive. In cases where suspension is contemplated, the following procedures shall be followed.

1. Unless an emergency situation exists, no student shall be suspended prior to having an informal hearing before the responsible administrator or the administrator's designee at which the student is informed of the alleged misconduct and given an opportunity to respond. In the event of an emergency, the informal hearing shall be held as soon after the suspension as possible.

2. Prior to conducting the informal hearing referenced above, an administrator, school counselor or school social worker at the student's school must contact the District's Homeless Education Liaison to determine whether the student is a homeless child or

youth, as defined by the McKinney-Vento Homeless Assistance Act, revised to December 23, 2022. If a student is determined to be a homeless child or youth, the responsible administrator or the administrator's designee must consider the impact of homelessness on the student's behavior during the informal hearing.

3. If suspended, such suspension shall be an in-school suspension, except the responsible administrator or the administrator's designee may impose an out-of-school suspension on any student:

   a. in grades three to twelve, inclusive, if, during the informal hearing, (i) the responsible administrator or the administrator's designee determines that the student poses such a danger to persons or property or such a disruption of the educational process that the student should be excluded from school during the period of suspension; or (ii) the responsible administrator or the administrator's designee determines that an out-of-school suspension is appropriate based on evidence of (A) the student's previous disciplinary problems that have led to suspensions or expulsion of such student, and (B) previous efforts by the District Administration to address the student's disciplinary problems through means other than out-of-school suspension or expulsion, including positive behavioral support strategies, or

   b. in grades preschool to two, inclusive, if the responsible administrator or the administrator's designee
      (i) determines that an out-of-school suspension is appropriate for such student based on evidence that such student's conduct on school grounds is behavior that caused serious physical harm;
      (ii) requires that such student receives services that are trauma-informed and developmentally appropriate and align with any behavioral intervention plan, individualized education program ("IEP") or plan pursuant to Section 504 of the Rehabilitation Act of 1973 ("Section 504") for such student upon such student's return to school immediately following the out-of-school suspension; and
      (iii) considers whether to convene a Planning and Placement Team ("PPT") meeting for the purposes of conducting an evaluation to determine whether such student may require special education or related services.

4. Evidence of past disciplinary problems that have led to removal from a classroom, suspension, or expulsion of a student who is the subject of an informal hearing may be received by responsible administrator or the administrator's designee, but only considered in the determination of the length of suspensions.

5. By telephone, responsible administrator or the administrator's designee shall make reasonable attempts to immediately notify the parent or guardian of a minor student following the suspension and to state the cause(s) leading to the suspension.

6. Whether or not telephone contact is made with the parent or guardian of such minor student, responsible administrator or the administrator's designee shall forward a letter promptly to such parent or guardian to the last address reported on school records (or to a newer address if known by the responsible administrator or the administrator's designee), offering the parent or guardian an opportunity for a conference to discuss same.

7. In all cases, the parent or guardian of any minor student who has been suspended shall be given notice of such suspension within twenty-four (24) hours of the time of the institution of the suspension.

8. Not later than twenty-four (24) hours after the commencement of the suspension, the responsible administrator or the administrator's designee shall also notify the Superintendent or designee of the name of the student being suspended and the reason for the suspension.

9. The student shall be allowed to complete any classwork, including examinations, without penalty, which the student missed while under suspension.

10. The Administration may, in its discretion, shorten or waive the suspension period for a student who has not previously been suspended or expelled, if the student completes an Administration-specified program and meets any other conditions required by the Administration. Such Administration-specified program shall not require the student and/or the student's parents to pay for participation in the program. The Superintendent may delegate this authority to building or program level administrators.

11. Notice of the suspension shall be recorded in the student's cumulative educational record. Such notice shall be expunged from the cumulative educational record if the student graduates from high school. In cases where the student's period of

suspension is shortened or waived in accordance with Section VII.A(10), above, the Administration may choose to expunge the suspension notice from the cumulative record at the time the student completes the Administration-specified program and meets any other conditions required by the Administration. The Superintendent may delegate this authority to building or program level administrators.

12. If the student has not previously been suspended or expelled, and the Administration chooses to expunge the suspension notice from the student's cumulative record prior to graduation, the Administration may refer to the existence of the expunged disciplinary notice, notwithstanding the fact that such notice may have been expunged from the student's cumulative file, for the limited purpose of determining whether any subsequent suspensions or expulsions by the student would constitute the student's first such offense.

13. The decision of the responsible administrator or the administrator's designee with regard to disciplinary actions up to and including suspensions shall be final.

14. During any period of suspension served out of school, the student shall not be permitted to be on school property and shall not be permitted to attend or participate in any school-sponsored activities, unless the responsible administrator or the administrator's designee specifically authorizes the student to enter school property for a specified purpose or to participate in a particular school-sponsored activity.

B. In cases where a student's suspension will result in the student being suspended more than ten (10) times or for a total of fifty (50) days in a school year, whichever results in fewer days of exclusion, the student shall, prior to the pending suspension, be granted a formal hearing before the Board. The responsible administrator or the administrator's designee shall report the student to the Superintendent or designee and request a formal Board hearing. If an emergency situation exists, such hearing shall be held as soon after the suspension as possible.

VIII. Procedures Governing In-School Suspension

A. The responsible administrator or the administrator's designee may impose in-school suspension in cases where a student's conduct endangers persons or property, violates school policy or seriously disrupts the educational process as determined by the responsible administrator or the administrator's designee.

B. In-school suspension may not be imposed on a student without an informal hearing by responsible administrator or the administrator's designee.

C. In-school suspension may be served in the school or program that the student regularly attends or in any other school building within the jurisdiction of the Board.

D. No student shall be placed on in-school suspension more than fifteen (15) times or for a total of fifty (50) days in one school year, whichever results in fewer days of exclusion.

E. The parents or guardian of any minor student placed on in-school suspension shall be given notice of such suspension within twenty-four (24) hours of the time of the institution of the period of the in-school suspension.

IX. Procedures Governing Expulsion Hearing

A. ***Emergency Exception:***

Except in an emergency situation, the Board shall, prior to expelling any student, conduct a hearing to be governed by the procedures outlined herein and consistent with the requirements of Conn. Gen. Stat. § 10-233d or Conn. Gen. Stat. § 10-233*l*, if applicable, as well as the applicable provisions of the Uniform Administrative Procedures Act, Conn. Gen. Stat. §§ 4-176e to 4-180a, and § 4-181a. Whenever an emergency exists, the hearing provided for herein shall be held as soon as possible after the expulsion.

B. ***Hearing Panel:***

1. Expulsion hearings conducted by the Board will be heard by any three or more Board members. A decision to expel a student must be supported by a majority of the Board members present, provided that no less than three (3) affirmative votes to expel are cast.

2. Alternatively, the Board may appoint an impartial hearing board composed of one (1) or more persons to hear and decide the expulsion matter, provided that no member of the Board may serve on such panel.

C. ***Hearing Notice and Rights of the Student and Parent(s)/Guardian(s):***

1. Written notice of the expulsion hearing must be given to the student, and, if the student is a minor, to the student's parent(s) or

guardian(s) at least five (5) business days before such hearing, not including the day of such hearing.

2. A copy of this Board policy on student discipline shall also be given to the student, and if the student is a minor, to the student's parent(s) or guardian(s), at the time the notice is sent that an expulsion hearing will be convened.

3. The written notice of the expulsion hearing shall inform the student of the following:

   a. The date, time, place and nature of the hearing, including if the hearing will be held virtually, via video conference.

   b. The legal authority and jurisdiction under which the hearing is to be held, including a reference to the particular sections of the legal statutes involved.

   c. A short, plain description of the conduct alleged by the Superintendent or designee.

   d. The student may present as evidence relevant testimony and documents concerning the conduct alleged and the appropriate length and conditions of expulsion; and that the expulsion hearing may be the student's sole opportunity to present such evidence.

   e. The student may cross-examine witnesses called by the Superintendent or designee.

   f. The student may be represented by an attorney or other advocate of the student's choice at the student's expense or at the expense of the student's parent(s) or guardian(s).

   g. A student is entitled to the services of a translator or interpreter, to be provided by the Board, whenever the student or the student's parent(s) or guardian(s) requires the services of an interpreter because they do not speak the English language or are disabled.

   h. The conditions under which the Board is not legally required to give the student an alternative educational opportunity (if applicable).

   i. Information concerning the parent's(s') or guardian's(s') and the student's legal rights and about free or reduced-rate legal services and how to access such services.

j. The parent(s) or guardian(s) of the student have the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation, except that if an emergency exists, such hearing shall be held as soon after the expulsion as possible.

4. Prior to conducting the expulsion hearing, an administrator, school counselor, or school social worker at the student's school must contact the District's Homeless Education Liaison to determine whether the student is a homeless child or youth, as defined by the McKinney-Vento Homeless Assistance Act, revised to December 23, 2022.

D. ***Hearing Procedures:***

1. The hearing will be conducted by the Presiding Officer, who will call the meeting to order, introduce the parties, Board members and others participating in the hearing (if applicable), briefly explain the hearing procedures, and swear in any witnesses called by the Superintendent/designee or the student. If an impartial board or more than one person has been appointed, the impartial board shall appoint a Presiding Officer.

2. The hearing will be conducted in executive session. A verbatim record of the hearing will be made, either by tape or digital recording or by a stenographer. A record of the hearing will be maintained, including the verbatim record, all written notices and documents relating to the case and all evidence received or considered at hearing.

3. The Superintendent or designee shall bear the burden of production to come forward with evidence to support its case and shall bear the burden of persuasion. The standard of proof shall be a preponderance of the evidence.

4. Formal rules of evidence will not be followed. The Board (or the impartial board) has the right to accept hearsay and other evidence if it deems that evidence relevant or material to its determination. The Presiding Officer will rule on testimony or evidence as to it being immaterial, irrelevant and/or any other objections to its submission.

5. The hearing will be conducted in two (2) parts. In the first part of the hearing, the Board (or the impartial board) will receive and consider evidence regarding the conduct alleged by the Administration.

6. In the first part of the hearing, the charges will be introduced into the record by the Superintendent or designee.

7. Each witness for the Superintendent or designee will be called and sworn. After a witness has finished testifying, the witness will be subject to cross-examination by the opposite party or the witness' legal counsel, by the Presiding Officer and by Board members (or the impartial board).

8. The student shall not be compelled to testify at the hearing.

9. After the Superintendent or designee has presented the Administration's case, the student will be asked if the student has any witnesses or evidence to present concerning the charges. If so, the witnesses will be sworn, will testify, and will be subject to cross examination and to questioning by the Superintendent or designee, the Presiding Officer and/or by the Board (or the impartial board). The student may also choose to make a statement at this time. If the student chooses to make a statement, the student will be sworn and subject to cross examination and questioning by the Superintendent or designee, the Presiding Officer and/or by the Board (or the impartial board). Concluding statements will be made by the Superintendent or designee and then by the student and/or the student's representative.

10. In cases where the student has denied the allegation, the Board (or the impartial board) must determine whether the student committed the offense(s) as charged by the Superintendent or designee.

11. If the Board (or the impartial board) determines that the student has committed the conduct as alleged, then the Board (or the impartial board) shall proceed with the second portion of the hearing, during which the Board (or the impartial board) will receive and consider relevant evidence regarding the length and conditions of expulsion.

12. When considering the length and conditions of expulsion, the Board (or the impartial board) may review the student's attendance, academic and past disciplinary records. The Board (or the impartial board) may not review notices of prior expulsions or suspensions which have been expunged from the student's cumulative record, except as so provided in Section VII.A (10), (11), (12), above, and Section XI, below. The Board (or the impartial board) may ask the Superintendent or designee for a recommendation as to the discipline to be imposed.

13. Evidence of past disciplinary problems that have led to removal from a classroom, suspension or expulsion of a student being considered for expulsion may be considered only during the second portion of the hearing, during which the Board (or the impartial board) is considering length of expulsion and nature of alternative educational opportunity to be offered.

14. If a student is determined to be a homeless child or youth as described in Subsection IX.C(4), the Board (or the impartial board) must consider the impact of homelessness on the student's behavior. Such student may not be expelled without a plan of interventions and supports to mitigate the impact of homelessness on the student's behavior. If the student is identified as a homeless child or youth and is expelled more than one time, the student shall be provided a meeting with the District's Homeless Education Liaison.

15. Where administrators presented the case in support of the charges against the student, neither such administrative staff nor the Superintendent or designee shall be present during the deliberations of the Board (or the impartial board) either on questions of evidence or on the final discipline to be imposed. The Superintendent or designee may, after reviewing the incident with administrators, and reviewing the student's records, make a recommendation to the Board (or the impartial panel) as to the appropriate discipline to be applied.

16. The Board (or the impartial board) shall make findings as to the truth of the charges, if the student has denied them; and, in all cases, the disciplinary action, if any, to be imposed. While the hearing itself is conducted in executive session, the vote regarding expulsion must be made in open session and in a manner that preserves the confidentiality of the student's name and other personally identifiable information.

17. Except for a student who has been expelled based on possession of a firearm or deadly weapon as described in subsection IV.B(1) and (2) above, the Board (or the impartial board) may, in its discretion, shorten or waive the expulsion period for a student who has not previously been suspended or expelled, if the student completes a Board-specified program and meets any other conditions required by the Board (or the impartial board). The Board-specified program shall not require the student and/or the student's parents to pay for participation in the program.

18. The Board (or the impartial board) shall report its final decision in writing to the student, or if such student is a minor, also to the

parent(s) or guardian(s), stating the reasons on which the decision is based, and the disciplinary action to be imposed. Said decision shall be based solely on evidence presented at the hearing. The parents or guardian or any minor student who has been expelled shall be given notice of such disciplinary action within twenty-four (24) hours of the time of the institution of the period of the expulsion.

19. The hearing may be conducted virtually, via video conference, at the direction of the Board (or the impartial board), in the event school buildings are closed to students or individuals are provided limited access to school buildings due to a serious health or other emergency. Any virtual hearing must provide the student the due process rights identified in this Subsection D.

F. ***Presence on School Grounds, on School Transportation, and Participation in School-Sponsored Activities During Expulsion:***

During the period of expulsion, the student shall not be permitted to be on school property or on school transportation, and shall not be permitted to attend or participate in any school-sponsored activities, except for the student's participation in any alternative educational opportunity provided by the District in accordance with this policy, unless the Superintendent or designee specifically provides written permission for the student to enter school property or school transportation for a specified purpose or to participate in a particular school-sponsored activity.

G. ***Stipulated Agreements:***

In lieu of the procedures used in this Section, the Superintendent or designee and the parent(s) or legal guardian(s) of a student facing expulsion may choose to enter into a Joint Stipulation of the Facts and a Joint Recommendation to the Board concerning the length and conditions of expulsion. Such Joint Stipulation and Recommendation shall include language indicating that the parent(s) or legal guardian(s) understand their right to have an expulsion hearing held pursuant to these procedures, and language indicating that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts and Recommendation. If the Board (or the impartial board) rejects either the Joint Stipulation of Facts or the Recommendation, an expulsion hearing shall be held pursuant to the procedures outlined herein. If the student is eighteen years of age or older, the student shall have the authority to enter into a Joint Stipulation and Recommendation on the student's own behalf.

If the parties agree on the facts, but not on the disciplinary recommendation, the Superintendent or designee and the parents (or legal guardians) of a student facing expulsion may also choose to enter into a

Joint Stipulation of the Facts and submit only the Stipulation of the Facts to the Board (or the impartial board) in lieu of holding the first part of the hearing, as described above. Such Joint Stipulation shall include language indicating that the parents and/or student over the age of 18 understand their right to have a hearing to determine whether the student engaged in the alleged misconduct and that the Board, in its discretion, has the right to accept or reject the Joint Stipulation of Facts. If the Board (or the impartial board) rejects the Joint Stipulation of Facts, a full expulsion hearing shall be held pursuant to the procedures outlined herein.

X. Alternative Educational Opportunities for Expelled Students

A. ***Students under sixteen (16) years of age:***

Whenever the Board expels a student under sixteen (16) years of age, it shall offer any such student an alternative educational opportunity.

B. ***Students sixteen (16) to eighteen (18) years of age:***

1. The Board shall provide an alternative educational opportunity to a sixteen (16) to eighteen (18) year-old student expelled for the first or second time if the student requests it and if the student agrees to the conditions set by the Board (or the impartial board). Such alternative educational opportunity may include, but shall not be limited to, the placement of a student who is at least seventeen years of age in an adult education program. Any student participating in an adult education program during a period of expulsion shall not be required to withdraw from school as a condition to participation in the adult education program.

2. The Board is not required to offer an alternative educational opportunity to any student between the ages of sixteen (16) and eighteen (18) who is expelled for a third, or subsequent, time.

3. The Board shall count the expulsion of a student when the student was under sixteen (16) years of age for purposes of determining whether an alternative educational opportunity is required for such student when the student is between the ages of sixteen and eighteen.

C. ***Students eighteen (18) years of age or older:***

The Board is not required to offer an alternative educational opportunity to expelled students eighteen (18) years of age or older.

D. Content of Alternative Educational Opportunity

1. For the purposes of Section X, and subject to Subsection X.E, below, any alternative educational opportunity to which an expelled student is statutorily entitled shall be (1) alternative education, as defined by Conn. Gen. Stat. § 10-74j and in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled,* adopted by the Connecticut State Board of Education ("CSBE"), with an individualized learning plan, if the Board provides such alternative education, or (2) in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted by the CSBE.

2. The Superintendent or designee shall develop administrative regulations concerning alternative educational opportunities, which administrative regulations shall be in compliance with the standards adopted by the CSBE. Such administrative regulations shall include, but are not limited to, provisions to address student placement in alternative education; individualized learning plans; monitoring of students placements and performance; and a process for transition planning.

E. ***Students identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA"):***

Notwithstanding Subsections X.A. through D. above, if the Board expels a student who has been identified as eligible for services under the Individuals with Disabilities Education Act ("IDEA"), it shall offer an alternative educational opportunity to such student in accordance with the requirements of IDEA, as it may be amended from time to time, and in accordance with the *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted by the CSBE.

F. ***Students for whom an alternative educational opportunity is not required:***

The Board may offer an alternative educational opportunity to a student for whom such alternative educational opportunity is not required by law or as described in this policy. In such cases, the Board, or if delegated by the Board, the Administration, shall determine the components, including nature, frequency and duration of such services, of any such alternative educational opportunity.

XI. Notice of Student Expulsion on Cumulative Record

Notice of expulsion and the conduct for which the student was expelled shall be included on the student's cumulative educational record. Such notice, except for notice of an expulsion of a student in grades nine through twelve, inclusive, based

upon possession of a firearm or deadly weapon, shall be expunged from the cumulative educational record by the District if the student graduates from high school.

In cases where the student's period of expulsion is shortened or waived in accordance with Section IX.D(17), above, the Board may choose to expunge the expulsion notice from the cumulative record at the time the student completes the Board-specified program and meets any other conditions required by the Board. Except as may be specified by the Board in an expulsion hearing decision, the Board delegates the authority to make decisions pertaining to expungement to the Superintendent.

If a student's period of expulsion was not shortened or waived, the Board may choose to expunge the expulsion notice from the student's cumulative record prior to graduation if such student has demonstrated to the Board that the student's conduct and behavior in the years following such expulsion warrants an expungement. In deciding whether to expunge the expulsion notice, the Board may receive and consider evidence of any subsequent disciplinary problems that have led to removal from a classroom, suspension or expulsion of the student. Except as may be specified by the Board in an expulsion hearing decision, the Board delegates the authority to make decisions pertaining to expungement to the Superintendent.

If the student has not previously been suspended or expelled, and the Administration chooses to expunge the expulsion notice from the student's cumulative record prior to graduation, the Administration may refer to the existence of the expunged notice, notwithstanding the fact that such notice may have been expunged from the student's cumulative file, for the limited purpose of determining whether any subsequent suspension or expulsion by the student would constitute the student's first such offense.

XII. Change of Residence During Expulsion Proceedings

A. ***Student moving into the District:***

1. If a student enrolls in the District while an expulsion hearing is pending in another public school district, such student shall not be excluded from school pending completion of the expulsion hearing unless an emergency exists, as defined above. The Board shall retain the authority to suspend the student or to conduct its own expulsion hearing. The procedures outlined above in Section IX and consistent with the requirements of Conn. Gen. Stat. § 10-233d or Conn. Gen. Stat. § 10-233*l*, if applicable, as well as the applicable provisions of the Uniform Administrative Procedures Act, Conn. Gen. Stat. §§ 4-176e to 4-180a, and § 4-181a shall be utilized for any hearing conducted under this section.

2. Where a student enrolls in the District during the period of expulsion from another public school district, the Board may adopt the decision of the student expulsion hearing conducted by such other school district. The student shall be excluded from school pending such hearing. The excluded student shall be offered an alternative educational opportunity in accordance with statutory requirements. The Board (or the impartial board) shall make its determination pertaining to expulsion based upon a hearing held by the Board (or the impartial board), which hearing shall be limited to a determination of whether the conduct which was the basis of the previous public school district's expulsion would also warrant expulsion by the Board. The procedures outlined above in Section IX and consistent with the requirements of Conn. Gen. Stat. § 10-233d or Conn. Gen. Stat. § 10-233*l*, if applicable, as well as the applicable provisions of the Uniform Administrative Procedures Act, Conn. Gen. Stat. §§ 4-176e to 4-180a, and § 4-181a shall be utilized for any hearing conducted under this section.

B. ***Student moving out of the District:***

Where a student withdraws from school after having been notified that an expulsion hearing is pending, but before a decision has been rendered by the Board, the notice of the pending expulsion hearing shall be included on the student's cumulative record and the Board shall complete the expulsion hearing and render a decision. If the Board subsequently renders a decision to expel the student, a notice of the expulsion shall be included on the student's cumulative record.

XIII. Procedures Governing Suspension and Expulsion of Students Identified as Eligible for Services under the Individuals with Disabilities Education Act ("IDEA")

A. ***Suspension of IDEA students:***

Notwithstanding the foregoing, if a responsible administrator suspends a student identified as eligible for services under the IDEA (an "IDEA student") who has violated any rule or code of conduct of the District that applies to all students, the following procedures shall apply:

1. The responsible administrator shall make reasonable attempts to immediately notify the parents of the student of the decision to suspend on the date on which the decision to suspend was made, and a copy of the special education procedural safeguards must either be hand-delivered or sent by mail to the parents on the date that the decision to suspend was made.

2. During the period of suspension, the District is not required to provide any educational services to the IDEA student beyond that which is provided to all students suspended by the District, except as set forth in subsection (3) below.

3. If an IDEA student is being suspended and that student has already been removed from their current placement for ten (10) school days in the same school year, school personnel, in consultation with at least one of the student's teachers, must determine the extent to which services are needed so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP, so long as the suspension does not constitute a change in placement. If the suspension constitutes a change in placement, subsection (B) below will apply.

B. ***Expulsion and Suspensions that Constitute Changes in Placement for IDEA students:***

Notwithstanding any provision to the contrary, if the Administration recommends for expulsion an IDEA student who has violated any rule or code of conduct of the District that applies to all students, the procedures described in this section shall apply. The procedures described in this section shall also apply for students whom the Administration has suspended in a manner that is considered under the IDEA, as it may be amended from time to time, to be a change in educational placement:

1. Upon the decision by the Administration to recommend expulsion or impose a suspension that would constitute a change in educational placement, the Administration shall promptly notify the parent(s)/guardian(s) of the student of the recommendation of expulsion or the suspension that would constitute a change in educational placement, and provide the parents(s)/guardian(s) a copy of the special education procedural safeguards either by hand-delivery or by mail (unless other means of transmission have been arranged).

2. The District shall immediately convene the student's planning and placement team ("PPT"), but in no case later than ten (10) school days after the recommendation for expulsion or the suspension that constitutes a change in placement was made. The student's PPT shall consider the relationship between the student's disability and the behavior that led to the recommendation for expulsion or the suspension which constitutes a change in placement, in order to determine whether the student's behavior was a manifestation of the student's disability.

3. If the student's PPT finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommendation for expulsion or the suspension that constitutes a change in placement.

4. If the student's PPT finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion or suspension that constitutes a change in placement.

5. During any period of expulsion, or suspension of greater than ten (10) days per school year, the Administration shall provide the student with an alternative education program in accordance with the provisions of the IDEA.

6. When determining whether to recommend an expulsion or a suspension that constitutes a change in placement the responsible administrator (or designee) should consider the nature of the misconduct and any relevant educational records of the student.

C. ***Removal of Special Education Students for Certain Offenses:***

1. A responsible administrator may remove a student eligible for special education under the IDEA to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the student:

   a. Was in possession of a dangerous weapon, as defined in 18 U.S.C. 930(g)(2), as amended from time to time, on school grounds, on school transportation, or at a school-sponsored activity, or

   b. Knowingly possessed or used illegal drugs or sold or solicited the sale of a controlled substance while at school, on school transportation, or at a school-sponsored activity; or

   c. Has inflicted serious bodily injury upon another person while at school, on school premises, on school transportation, or at a school function.

2. The following definitions shall be used for this subsection XIII.C.:

   a. **Dangerous weapon** means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily

injury, except that such term does not include a pocket knife with a blade of less than 2.5 inches in length.

b. **Controlled substance** means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act, 21 U.S.C. 812(c).

c. **Illegal drug** means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act or under any other provision of federal law.

d. **Serious bodily injury** means a bodily injury which involves: (A) a substantial risk of death; (B) extreme physical pain; (C) protracted and obvious disfigurement; or (D) protracted loss or impairment of the function of a bodily member, organ, or mental faculty.

XIV. Procedures Governing Expulsions for Students Identified as Eligible under Section 504

A. Except as provided in subsection B below, notwithstanding any provision to the contrary, if the Administration recommends for expulsion a student identified as eligible for educational accommodations under Section 504 who has violated any rule or code of conduct of the District that applies to all students, the following procedures shall apply:

1. The parents of the student must be notified of the decision to recommend the student for expulsion.

2. The District shall immediately convene the student's Section 504 team ("504 team") for the purpose of reviewing the relationship between the student's disability and the behavior that led to the recommendation for expulsion. The 504 team will determine whether the student's behavior was a manifestation of the student's disability.

3. If the 504 team finds that the behavior was a manifestation of the student's disability, the Administration shall not proceed with the recommended expulsion.

4. If the 504 team finds that the behavior was not a manifestation of the student's disability, the Administration may proceed with the recommended expulsion.

B. The Board may take disciplinary action for violations pertaining to the use or possession of illegal drugs or alcohol against any student with a disability who currently is engaging in the illegal use of drugs or alcohol to the same extent that such disciplinary action is taken against nondisabled students. Thus, when a student with a disability is recommended for expulsion based solely on the illegal use or possession of drugs or alcohol, the 504 team *shall not be required to meet* to review the relationship between the student's disability and the behavior that led to the recommendation for expulsion.

XV. Procedures Governing Expulsions for Students Placed in a Juvenile Detention Center

A. Any student who commits an expellable offense and is subsequently placed in a juvenile detention center or any other residential placement for such offense may be expelled by the Board in accordance with the provisions of this section. The period of expulsion shall run concurrently with the period of placement in a juvenile detention center or other residential placement.

B. If a student who committed an expellable offense seeks to return to the District after participating in a diversionary program or having been placed in a juvenile detention center or any other residential placement and such student has not been expelled by the Board for such offense under subdivision (A) of this subsection, the Board shall allow such student to return and may not expel the student for additional time for such offense.

XVI. Early Readmission to School

An expelled student may apply for early readmission to school. The Board delegates the authority to make decisions on readmission requests to the Superintendent. Students desiring readmission to school shall direct such readmission requests to the Superintendent. The Superintendent has the discretion to approve or deny such readmission requests, and may condition readmission on specified criteria.

XVII. Dissemination of Policy

The District shall, at the beginning of each school year and at such other times as it may deem appropriate, provide for an effective means of informing all students, parent(s) and/or guardian(s) of this policy.

XVIII. **Compliance with Documentation and Reporting Requirements**

A. The District shall include on all disciplinary reports the individual student's state-assigned student identifier (SASID).

B. The District shall report all suspensions and expulsions to the State Department of Education.

C. If the Board expels a student for sale or distribution of a controlled substance, as defined in Conn. Gen. Stat. § 21a-240(9), whose manufacture, distribution, sale, prescription, dispensing, transporting or possessing with the intent to sell or dispense, offering, or administration is the subject to criminal penalties under Conn. Gen. Stat. §§ 21a-277 and 21a-278, the District shall refer such student to an appropriate state or local agency for rehabilitation, intervention or job training and inform the agency of its action.

D. If the Board expels a student for possession of a firearm, as defined in 18 U.S.C. § 921, or deadly weapon, dangerous instrument or martial arts weapon, as defined in Conn. Gen. Stat. § 53a-3, the District shall report the violation to the local police.

Legal References:

Connecticut General Statutes:

§ 10-15c Discrimination in public schools prohibited. School attendance by five-year olds
§ 10-16 Length of school year
§ 10-74j Alternative education
§§ 4-176e through 4-180a and § 4-181a Uniform Administrative Procedures Act
§§ 10-222aa through 10-222kk School climate
§§ 10-233a through 10-233f Suspension and expulsion of students
§ 10-233*l* Expulsion and suspension of children in preschool programs
§ 10-236c Disruptive or harmful behavior. Behavior intervention meetings for certain students. Notice to parents
§ 10-253 School privileges for children in certain placements, nonresident children, children in temporary shelters, homeless children and children in juvenile detention facilities. Liaison to facilitate transitions between school districts and juvenile and criminal justice systems.
§ 19a-342a Use of electronic nicotine delivery system or vapor product prohibited. Exceptions. Signage required. Penalties
§ 21a-240 Definitions
§ 21a-277 Penalty for illegal manufacture, distribution, sale, prescription, dispensing
§ 21a-278 Penalty for illegal manufacture, distribution, sale, prescription, or administration by non-drug-dependent person

§§ 21a-408a through 408p Palliative use of marijuana
§ 29-35 Carrying of pistol or revolver without permit prohibited. Exceptions
§ 29-38 Weapons in vehicles
§ 46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. Restitution
§ 53a-3 Definitions
§ 53-206 Carrying of dangerous weapons prohibited
§ 53-344 Sale or delivery of cigarettes or tobacco products to persons under twenty-one.
§ 53-344b Sale and delivery of electronic nicotine delivery system or vapor products to persons under twenty-one years or age

Public Act 26-1, "An Act Concerning the Reallocation of Certain State Funds and Various Provisions Relating to Education, Public Safety, General Government, Elections, Intermediate Care Facilities and Warehouse Distribution Centers."

Public Act 26-125, "An Act Concerning the Education of Homeless Children and Youth."

Packer v. Board of Educ. of the Town of Thomaston, 717 A.2d 117 (Conn. 1998).
State v. Hardy, 896 A.2d 755 (Conn. 2006).
State v. Guzman, 955 A.2d 72 (Conn. App. Ct. 2008).

Connecticut State Department of Education, *Standards for Educational Opportunities for Students Who Have Been Expelled*, adopted January 3, 2018.

Federal law:

Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, as amended by the Individuals with Disabilities Education Improvement Act of 2004, Pub. L. 108-446.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, *et seq.*
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a).
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*18 U.S.C. § 921 (definition of "firearm")
18 U.S.C. § 930(g)(2) (definition of "dangerous weapon")
18 U.S.C. § 1365(h)(3) (identifying "serious bodily injury")
21 U.S.C. § 812(c) (identifying "controlled substances")
34 C.F.R. § 300.530 (defining "illegal drugs")
Gun-Free Schools Act, 20 U.S.C. § 7961
Honig v. Doe, 484 U.S. 305 (1988)

U.S. Department of Education Office for Civil Rights, U.S. Department of Justice Civil Rights Division, *Resource on Confronting Racial Discrimination in Student Discipline (May 2023)*
Take It Down Act, Public L. 119-12
McKinney Vento Homeless Assistance Act, 42 U.S.C. § 11343a, revised to December 23, 2022.

Approved:	February 18, 2025	NEW MILFORD PUBLIC SCHOOLS
Revised:	April 28, 2026	New Milford, Connecticut

ADMINISTRATIVE REGULATIONS REGARDING ALTERNATIVE EDUCATIONAL OPPORTUNITIES FOR EXPELLED STUDENTS

I. Applicability of these Administrative Regulations

These administrative regulations shall apply in cases when, pursuant to state law, a student in the New Milford Public Schools (the "District") is entitled to an alternative educational opportunity during a period of expulsion.

II. Responsible Personnel

The administrator responsible for a school program ("responsible administrator") from which the student has been expelled, or designee(s), shall maintain responsibility for compliance with these administrative regulations relative to the individual student who is being provided with the alternative educational opportunity.

III. Student Placement Procedures

A. After a student has been expelled, and unless extraordinary circumstances exist, the responsible administrator, or designee(s), will take the following steps:

1. Meet with the expelled student's parent(s)/guardian(s) prior to the student's placement in an alternative educational setting to provide information concerning the potentially appropriate alternative educational opportunities for the student and to inform the parent(s)/guardian(s) and student of the right to apply for early readmission to school in accordance with Conn. Gen. Stat. Section 10-233d(j).

2. Consult with relevant school personnel from the school from which the student was expelled, who are knowledgeable about the student, to obtain information regarding the student's academic, social, and behavioral history that will help inform the decision concerning an appropriate alternative educational opportunity. Such information may be gathered by written reports.

3. After placement options have been shared with the parent(s)/guardian(s), convene a placement meeting at which all alternative educational opportunities are explored and a placement decision is made.

B. The educational programming and placement for expelled students who are eligible to receive special education and related services under the Individuals with Disabilities Education Act ("IDEA") shall be determined

by the student's Planning and Placement Team ("PPT"). In such case, Subsection A above shall not apply.

IV. Individualized Learning Plan

A. Development of the Individualized Learning Plan

After the student has been accepted into an alternative educational placement, the responsible administrator, or designee, will develop an Individualized Learning Plan ("ILP") that will govern the programming for the student for the period of expulsion. To develop the ILP, the responsible administrator, or designee, will collaborate with school personnel from the school or program from which the student was expelled, the student and the parent/guardian, and will review all relevant student records.

B. Contents of the Individualized Learning Plan

1. The ILP will reference student records with information relevant to the provision of an alternative educational opportunity. These records may include:

a. Student success plan (for students who have a student success plan as mandated by state law, the student success plan may inform the ILP but does not replace the ILP);

b. Individualized education program ("IEP");

c. Section 504 Plan;

d. Individualized health care plan or emergency care plan; and/or

e. Other relevant academic and behavioral data.

2. The ILP will address the following:

a. The student's academic and behavioral needs and appropriate academic and behavioral goals and interventions, including the student's core classes at the time of expulsion and the student's current placement or progress in the curriculum for those classes so that the student has an opportunity to continue to progress in the Board's academic program and earn graduation credits, if applicable;

b. Benchmarks to measure progress towards the goals and ultimately, progress towards graduation;

c. Provision for the timing and method for reviewing the student's progress in the alternative educational opportunity and for communicating that progress to the parent/guardian or student. For most students, monitoring and reviewing the student's progress will include monitoring the student's attendance, work completion and progress toward meeting the relevant academic standards for particular coursework, and thus progressing toward graduation, if applicable. The student's progress and grades will be communicated to the parents/guardians or student with the same frequency as similar progress for students in the regular school environment is reported and communicated to parents/guardians or students. The student's progress and grades will also be reported to the school or program from which the student was expelled;

d. Provision for the timely transfer of the student's records both from the student's school or program to the alternative educational opportunity provider, and also from the alternative educational opportunity provider to the student's school or program; and

e. The possibility of early readmission to the school or program from which the student was expelled and the early readmission criteria, if any, established by the Board or Superintendent, as applicable.

V. Review of Student's Placement in Alternative Educational Opportunity and Individualized Learning Plan

A. A review of the appropriateness of the placement must occur at least once per marking period.

B. The placement review must include:

1. Review of the ILP to (1) assess progress and make adjustments as necessary and (2) determine its alignment with the goals of the student's IEP, where applicable; and

2. Consideration of opportunities for early readmission as set forth in the ILP, as established by the Board or Superintendent, as applicable.

VI. Transition Plan for Readmission

A. Before a student is readmitted to the school or program from which the student was expelled, relevant staff should provide an opportunity to meet with the parents/guardians and student to discuss the student's

readmission. As part of the readmission process and the student's ILP, the responsible administrator, or designee, should consider:

1. Efforts to readmit the student at a semester starting point (at the high school level);

2. A plan to transfer the student's credits and records back to the school or program from which the student was expelled:

   a. The District will award an expelled high school student appropriate high school credit for work satisfactorily completed during the period the student participates in the alternative educational opportunity and will transfer relevant records back to the school or program from which the student was expelled;

   b. The District will provide an expelled student transferring to a new school district a progress summary of all work completed during the course of the student's expulsion, and will indicate the course credit earned by the student for that work.

3. The student's need for academic and other supports upon returning to school; and

4. Efforts to connect the returning student with opportunities to participate in extracurricular activities.

B. In the event the responsible administrator, or designee, determines that a student's alternative educational opportunity is no longer beneficial to the student, but it remains inappropriate to return the student to the school or program from which the student was expelled, a plan for a different alternative educational opportunity may be developed in accordance with the procedures outlines in these Administrative Regulations.

Legal References:

Connecticut General Statutes:

Conn. Gen. Stat. § 10-233d

Federal law:

Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, as amended by the Individuals with Disabilities Education Improvement Act of 2004, Pub. L. 108-446.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a).

Connecticut State Department of Education, *Standards for Educational Opportunities for Students Who Have Been Expelled* (January 3, 2018).

Approved: June 20, 2023
Revised: February 18, 2025
Revised: April 28, 2026
Revised:

NEW MILFORD BOARD OF EDUCATION
25 Sunny Valley Road, Suite A
New Milford, CT 06776

(Date)

CERTIFIED MAIL - RETURN RECEIPT REQUESTED & U.S. MAIL

(Parent) (If the Student is aged 18 or older, this notice should be sent directly to the student, with copies to the parent(s)).
(Parent's/Student's Address)

(Non-custodial Parent, if applicable)
(Parent's Address)

Re: Expulsion Hearing Concerning Student Name; D.O.B.; State-Assigned Student Identifier (SASID)

Dear ***(Parent/Guardian)***:

In accordance with the ***(name of district)*** Board of Education Policy ***(policy # & title)***, I am writing to advise you that the ***(name of district)*** Board of Education (the "Board") will hold a formal hearing concerning your child***, (name of student)*** to consider the recommendation of ***(name of administrator)*** that your child be expelled from school. [***In cases where the district uses an impartial hearing board, add the following: Please be advised that the Board has appointed Attorney [Name(s)], to serve as an impartial hearing board in this matter.]*** This hearing is being held pursuant to Section 10-233d ***[In cases where a preschool student is recommended for expulsion, add the following: and Section 10-233l]*** and Sections 4-176e to 4-180a, inclusive, and Section 4-181a of the Connecticut General Statutes and the ***(name of district)*** Board Policy ***(policy # & title)***, a copy of which is enclosed. The Board ***(OR the impartial hearing board)*** intends to conduct the hearing in executive session, due to the confidential nature of this hearing.

The hearing will address the allegations that your child (***for on or off-campus conduct***: violated Board Policy ***cite Student Discipline Policy number and any other specific policy number*** on ***date*** and seriously disrupted the educational process) (***and/or, for on-campus conduct*:** endangered persons or property) by engaging in the following conduct:

(The law governing these hearings requires a short, plain statement of the facts to be included within this notice letter, and should be inserted here.

Example: carrying a knife on the school bus on a specified date and brandishing it at other students on the bus).

(If the student has admitted to this conduct, note the admission here).

The hearing has been scheduled for (***date, time, place [note: unless an emergency exists, this notice must be given to the student/parent/guardian at least five (5) business days before the hearing, not including the day of such hearing]). (If a manifestation determination must be held prior to the expulsion hearing, add the following language: Prior to the expulsion hearing, your child's [planning and placement (PPT) team OR Section 504 team] will determine if your child's conduct constitutes a manifestation of the child's disability. The expulsion hearing will be canceled if the [PPT OR Section 504 team] determines that the conduct was a manifestation of your child's disability; otherwise, the hearing will proceed as scheduled.*** You and your child are asked to attend this hearing. Your child has the right to be represented by an attorney or other advocate at your expense, has the right to cross-examine administration witnesses, and may present relevant evidence, both documentary and testimonial, concerning the allegations. The hearing will be the parties' sole opportunity to present such evidence. The Board ***(OR the impartial hearing board)*** may also question witnesses. An opportunity will also be given for the administration and your child or your child's representatives to present argument concerning the evidence presented at the hearing. If you need the services of a translator or an interpreter for this hearing, please let me know as soon as possible.

Unless the administration has determined that an emergency exists, you have the right to have the expulsion hearing postponed for up to one week to allow time to obtain representation. If you would like to request a postponement, please let me know as soon as possible.

The administration may recommend expulsion from school for up to one calendar year. The Board ***(OR the impartial hearing board)*** has discretion to adopt any period of expulsion up to one calendar year.

As mentioned above, your child has a right to be represented, at your own expense, by an attorney or other advocate at the expulsion hearing. Obtaining an attorney or other advocate is the responsibility of the family. Very low income families may be able to obtain free or reduced rate advice or legal representation through Statewide Legal Services, Inc. ("SLS"). To apply for such assistance, those families should contact SLS immediately at 1-800-453-3320.

In the event your child is expelled as a result of the scheduled hearing, and your child is under sixteen (16) years of age, the Board will offer your child an alternative educational opportunity during any period of exclusion from school as determined by the Administration in accordance with applicable law and Board policy. If your child is between sixteen (16) and eighteen (18) and is expelled for the first or second time, the

Board shall also offer to your child an alternative educational opportunity if your child wishes to continue their education. Please know however, that the Board is not required to offer an alternative educational opportunity to any student between sixteen (16) and eighteen (18) years of age who has been expelled more than twice or to students who are eighteen (18) years of age or older.

If you have any questions, please call my office at (***number)***.

Sincerely,

(Name of Superintendent)
(Name of District) Public Schools

Cc: ***(Name of District)***, Chairman, ***(Name of District)*** Board of Education
(Name of Special Education Director, where applicable)
(Name of Responsible Administrator at school that student attends)
(Name of Board of Education Attorney, where applicable)
(Name of Administration's Attorney, where applicable)

AGREEMENT

NAME OF SUPERINTENDENT, (Superintendent of Schools for NAME OF DISTRICT), NAME OF STUDENT and NAME(S) OF PARENT(S)/GUARDIAN(S) (the parent(s)/guardian(s) of NAME OF STUDENT) agree as follows with respect to the Superintendent's request that NAME OF STUDENT be expelled from _____ School:

1. NAME OF STUDENT (D.O.B. _____; SASID) is currently enrolled as a _____ grade student at _____ School.

2. NAME OF STUDENT admits having engaged in the following conduct *(insert a short, plain statement of the conduct)* on or about _____, 20__.

3. NAME OF STUDENT's conduct, as described above, violates _____ Board of Education Policy _____ (Student Discipline) *(Cite other policies here as appropriate)*, and is considered by the district administration to be seriously disruptive of the educational process. *(For conduct that occurs on school grounds,* on school transportation, *or at a school-sponsored activity, you may alternatively or additionally state whether such conduct is considered to endanger persons or property). (If the student has admitted to this conduct, note the admission here).*

4. Students are notified of applicable Board policies regarding prohibited conduct by publication in the student handbook.

5. (*Optional Section for students with disabilities*): A manifestation determination was made on *(date)* concerning this conduct and it was determined that the conduct was not a manifestation of the student's disability.

6. Students are notified of applicable Board policies regarding prohibited conduct by publication in the student handbook.

7. Subject to the approval of the _____ Board of Education (the "Board"), NAME OF STUDENT shall be expelled, effective _____, 20__ and continuing through _____, 20____, under the following conditions:

   a) During the period of expulsion, the Board will provide NAME OF STUDENT with an alternative educational opportunity deemed appropriate by the Administration in accordance with applicable law and Board policy.

   (Optional alternative language if the parties agree to an alternative educational opportunity other than that required by the state standards:

   The NAME OF PARENT(S) and NAME OF STUDENT understand and acknowledge that, pursuant to Section 10-233d of the Connecticut General Statutes, NAME OF STUDENT is entitled to an alternative educational opportunity during the Expulsion Period which shall be (1) alternative education, as defined by Section 10-74j of the Connecticut General Statutes, with an individualized learning plan, if the Board provides such alternative education, or (2) in accordance with the standards adopted by

the State Board of Education, pursuant to section 3 of public act 17-220 (a "Statutory Alternative Educational Opportunity"). The NAME OF PARENT(S) and NAME OF STUDENT hereby waive NAME OF STUDENT's right to a Statutory Alternative Educational Opportunity and accordingly waive the application of the *Standards of Educational Opportunities for Students Who ave Been Expelled,* adopted by the Connecticut State Board of Education, and the Board's Administrative Regulations concerning the implementation of said standards. In lieu of a Statutory Alternative Educational Opportunity, the NAME OF PARENT(S) and NAME OF STUDENT agree that during the Expulsion Period, the Board will provide NAME OF STUDENT with an alternative educational opportunity as follows:

[*Describe alternative educational opportunity agreed to by parties.*]

If NAME OF STUDENT becomes ineligible to attend the _____ Public Schools pursuant to Board Policy and/or if the Parents withdraw NAME OF STUDENT from enrollment as a student at [name of school], the Board will have no obligation to provide NAME OF STUDENT with the alternative educational opportunity described herein.

b) During the period of expulsion, NAME OF STUDENT will not be permitted to be on school grounds or school transportation, and will not be permitted to attend or participate in any school-sponsored activities, except as authorized in writing in advance by the Superintendent of Schools.

(Optional Sections regarding early readmission):

c) Prior to _____, the Superintendent will review NAME OF STUDENT's conduct, attendance and effort level in the alternative educational opportunity [list other conditions as applicable], for the purpose of determining, in the Superintendent's sole discretion, whether NAME OF STUDENT should be readmitted to school on or about _____.

d) If the Superintendent determines that NAME OF STUDENT should be readmitted to school early in accordance with the preceding section, and if NAME OF STUDENT subsequently commits any offense that would warrant suspension and/or expulsion under the policies of the Board, the Superintendent may reinstate NAME OF STUDENT's expulsion for the remainder of the expulsion period, through *(date)*, without the need for any further proceedings before the Board.

(Optional Section for expungement if the expulsion is the student's first expulsion):

e) Prior to *(date)*, the Superintendent will review NAME OF STUDENT's conduct, attendance and effort level since the expulsion, for the purpose of determining, in the Superintendent's sole discretion, whether the expulsion hearing record of NAME OF STUDENT should be expunged from NAME OF STUDENT's educational record as of *(date)*.

(Optional Section for Homeless Child or Youth)

f) The Board has developed the following plan of interventions and supports to mitigate the impact of homelessness on NAME OF STUDENT's behavior _____.

8. All parties to this Agreement request that this Agreement be presented to the Board for the Board's consideration, in lieu of the submission of any other evidence by the Superintendent and/or NAME OF STUDENT or NAME OF STUDENT's parents, and they agree that this Agreement is sufficient for the Board to expel NAME OF STUDENT from school.

9. NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) understand and acknowledge that, pursuant to Section 10-233d of the Connecticut General Statutes and Board Policy, NAME OF STUDENT is entitled to an expulsion hearing before the _____ Board of Education to contest NAME OF STUDENT's proposed expulsion from the _____ Public Schools. NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) further understands and acknowledges that at such hearing NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) would have the right to call witnesses and to introduce documentary evidence, to cross examine witnesses called by the Administration, and to be represented by an attorney or other advocate at their own expense. Accordingly, NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) waive NAME OF STUDENT's right to an expulsion hearing pursuant to Section 10-233d of the Connecticut General Statutes.

10. The Superintendent, NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) understand that this Agreement is subject to the approval of the Board. In the event that the Board does not approve this Agreement, the Superintendent, NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) agree that the expulsion hearing concerning NAME OF STUDENT shall be rescheduled to a mutually agreeable date for the purposes of conducting an evidentiary hearing before the Board concerning the Superintendent's expulsion request. NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) agree that NAME OF STUDENT will remain out of school until the evidentiary hearing has been completed. NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) also agree that the Board's consideration of this proposed Agreement will not disqualify any member of the Board from serving as a Board member in the evidentiary hearing, and they hereby waive any right to make such a claim in any proceeding in any forum.

11. NAME OF STUDENT and NAME OF PARENT(S)/GUARDIAN(S) enter into this Agreement voluntarily and with a full understanding of the provisions of this Agreement.

_____ Date:_____
NAME OF SUPERINTENDENT
Superintendent of Schools

_____ Date:_____
NAME OF STUDENT
Student

_____ Date:_____

NAME OF PARENT/GUARDIAN
OF STUDENT

_____ Date:_____

NAME OF PARENT/GUARDIAN
OF STUDENT

Note: This is a sample Individualized Learning Plan drafted in accordance with the* Standards for Educational Opportunities for Students Who Have Been Expelled*, which was approved by the State Board of Education on January 3, 2018. The specific goals and benchmarks can be customized to meet the needs of individual students.

New Milford Public Schools
Individualized Learning Plan

Student Name: _____ Date of Birth: _____ Gr. _____

School/Program Prior to Expulsion: SASID: _____

_____

Does the student have an Individualized Education Program? ☐ Yes ☐No

Does the student have a Section 504 Plan? ☐ Yes ☐No

Records Reviewed with Relevant Information for the Provision of an Alternative Educational Opportunity	
☐ Student Success Plan	☐ Report Cards and Current Grades
☐ Individualized Education Program (IEP)	☐ Attendance Records
☐ Behavioral Intervention Plan (BIP)	☐ Disciplinary/Behavioral Records
☐ Section 504 Plan	☐ Other: _____
☐ Individualized Health Care Plan/Emergency Care Plan	☐ Other: _____
ILP Developed Through Collaboration With (check all that apply):	
☐ Parent/Guardian: _____	☐ Teacher: _____
☐ Parent/Guardian: _____	☐ Teacher: _____
☐ Student: _____	☐ Other (specify): _____
☐ Administrator: _____	☐ Other (specify): _____
☐ School Counselor:_____	☐ Other (specify): _____
Records Transferred	
Date of transfer of relevant student records from the student's school/program to provider of alternative educational opportunity: _____	Date of transfer of records from provider of alternative educational opportunity to the student's school/program: _____

Records Distribution and Storage
Copies of the Individualized Learning Plan will be distributed to the following locations and/or individuals and stored in accordance with the District's student records policy:
☐ Student's cumulative file ☐ The Student's receiving school or alternative educational placement ☐ Student's parent/guardian

[Note: Districts should insert or delete locations where this record may be kept in accordance with their student records policies and practices]

Student's Classes Prior to Expulsion	
Core Class	**Placement/Progress in Class at Time of Expulsion** *(e.g. current grade, current unit, etc.)*

Note: If the student receives special education and related services, the alternative educational opportunity provider must also refer to the student's IEP.

NEEDS

Academic Needs
☐ See IEP *(if applicable)*
☐ Other:

Behavioral Needs
☐ See IEP *(if applicable)*
☐ Other:

GOALS

Academic Goals		
☐ See IEP *(if applicable)*	☐ Satisfactory work completion	☐ Satisfactory progress in coursework and toward meeting relevant academic standards
☐ Other:		

Benchmarks to Measure Progress Toward Academic Goals		
☐ See IEP *(if applicable)*	☐ Passing grades on midterm progress reports	☐ Passing grades on report card
☐ Other:		
Progress monitoring *mm/dd/yy:*		

Behavioral Goals		
☐ See IEP *(if applicable)*	☐ Satisfactory attendance	☐ Satisfactory compliance with behavioral expectations and disciplinary policies
☐ Other:		

Benchmarks to Measure Progress Toward Behavioral Goals		
☐ See IEP *(if applicable)*	☐ Fewer than _____ teacher referrals to administration for disciplinary matters	☐ Fewer than _____ contacts to parents/guardians for disciplinary matters
☐ Attends alternative program _____% or more of scheduled days/sessions.	☐ Other:	
Progress monitoring *mm/dd/yy:*		

INTERVENTIONS

Academic Interventions	
☐ See IEP *(if applicable)*	☐ See Section 504 Plan *(if applicable)*
☐ Tier 1 _____	☐ Tier 2 _____
☐ Tier 3 _____	
☐ Other:	

Behavioral Interventions	
☐ See IEP *(if applicable)*	☐ See Section 504 Plan *(if applicable)*
☐ Tier 1 _____	☐ Tier 2 _____
☐ Tier 3 _____	
☐ Other:	

Review and Communication of Progress to Parents/Guardians or Student

Method of monitoring and review: *(for most students, monitoring and reviewing progress will include monitoring the student's attendance, work completion, and progress toward meeting the relevant academic standards for particular coursework, and thus progressing toward graduation, if applicable)*

- ☐ Monitoring attendance
- ☐ Monitoring work completion
- ☐ Monitor progress toward meeting relevant academic standards
- ☐ Review and monitor progress in accordance with IEP and/or BIP (if applicable)
- ☐ Other: _____

Timing for communication of progress to parents/guardians or student: *(Progress must be communicated to the parent/guardian or student with the same frequency as similar progress for students in the regular school environment is reported and communicated to parents/guardians or students)*

- ☐ Each marking period
- ☐ Other: _____

Early Readmission

The expulsion decision contains the following early readmission criteria:
☐ The student may apply to the Board of Education for early readmission and such readmission shall be at the discretion of the Board of Education. ☐ The student applied to the Board of Education for early readmission on _____ and the Board of Education granted the request and has conditioned such early readmission on the following criteria: ☐ The student applied to the Board of Education for early readmission on _____ and early readmission was not granted.
☐ The student may apply to the Superintendent for early readmission and such readmission shall be at the discretion of the Superintendent.

☐ The student applied to the Superintendent for early readmission on _____ and the Superintendent granted the request and has conditioned such early readmission on the following criteria:

☐ The student applied to the Superintendent for early readmission on _____ and early readmission was not granted.

Review of Placement and ILP:

A review of the appropriateness of the placement must occur at least once per marking period. Such review must include:

- Review of the ILP to (1) assess progress and make adjustments as necessary and (2) determine its alignment with the goals of the student's IEP, where applicable.
- Consideration of opportunities for early readmission as set forth in the ILP (see Early Readmission section)

Transition Plan for Readmission:

The following has been considered and, where appropriate, addressed:

☐ Efforts to readmit the student at a semester starting point (at the high school level)
☐ A plan to transfer the student's credits and record back to the student's school/program
☐ The student's need for academic and other supports upon returning to school/program
☐ Efforts to connect the student with opportunities to participate in extracurricular activities

Note: State law requires boards of education to permit curricular exemptions for five specific areas of instruction, in accordance with statutory requirements. (The fifth curriculum is Firearm Safety, and it is not part of the district's curriculum.) These state laws remain unchanged.

In a decision issued earlier this year by the U.S. Supreme Court, *Mahmoud v. Taylor*, 145 S.Ct. 2332 (2025), the Court ruled in favor of parents alleging that their free exercise rights were violated when a local school board in Maryland refused to permit excusal of their children from certain instruction. While the Court's holding is narrow in scope, school officials must now consider parent requests for excusal from instruction when they claim that instruction in certain topics burdens the religious upbringing of their children. We have revised this policy to clarify that school district administration will consider requests for excusal that fall outside the five mandatory areas of exemption in accordance with applicable law.

CURRICULAR EXEMPTIONS

Mandatory Curricular Exemptions:

Upon the written request of a parent or guardian received by the school district prior to planned instruction in the areas set forth below, the New Milford Board of Education (the "Board") shall permit curricular exemptions for instruction in the following areas:

1. Dissection;
2. Family life education;
3. HIV/AIDS; or
4. Sexual abuse and assault awareness and prevention program.

Definitions:

"Dissection instruction" is defined as instruction in which a student must participate in, or observe, the dissection of any animal.

"Family life education instruction" is defined as instruction pertaining to family planning, human sexuality, parenting, nutrition and the emotional, physical, psychological, hygienic, economic and social aspects of family life.

"HIV/AIDS instruction" is defined as ongoing and systematic instruction on Acquired Immune Deficiency Syndrome (AIDS) offered by the district pursuant to state law.

"Sexual abuse and assault awareness and prevention program" is defined as the state-wide program identified or developed by the Department of Children and Families, in collaboration with the Department of Education and Connecticut Sexual Assault Crisis Services, Inc. (or a similar entity) that includes age-appropriate educational materials

designed for children in grades kindergarten to twelve, inclusive, regarding child sexual abuse and assault awareness and prevention that may include, but not be limited to, (A) the skills to recognize (i) child sexual abuse and assault, (ii) boundary violations and unwanted forms of touching and contact, and (iii) ways offenders groom or desensitize victims, and (B) strategies to (i) promote disclosure, (ii) reduce self-blame, and (iii) mobilize bystanders.

Written Request for Mandatory Exemption:

Parents who wish to exercise such exemptions must notify the building principal in writing in advance of the instruction to be provided.

Other Curricular Exemptions:

The Board does not require teachers to exempt students from any aspect of the curriculum except as the law may require. Parents who wish to request a curricular exemption other than those noted above must notify the building principal in writing in advance of the instruction to be provided. The school district administration will consider whether to permit a requested exemption in accordance with applicable law.

Alternative Assignments:

1. Any student excused from participating in, or observing, the dissection of any animal as part of classroom instruction shall be required to complete an alternate assignment to be determined by the teacher.

2. Any student excused from participating in the sexual abuse and assault awareness and prevention program shall be provided, during the period of time in which the student would otherwise be participating in such program, an opportunity for other study or academic work as determined by the teacher.

3. Any student excused from any other aspect of the curriculum may be required by the teacher to complete an alternative assignment as determined by the teacher.

Legal References:

Conn. Gen. Stat. § 10-16c
Conn. Gen. Stat. § 10-16e
Conn. Gen. Stat. § 10-18c
Conn. Gen. Stat. § 10-18d
Conn. Gen. Stat. § 10-19(b)
Conn. Gen. Stat. § 17a-101q

Mahmoud v. Taylor, 145 S. Ct. 2332 (2025)

Approved: October 18, 2022
Revised:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

NEW MILFORD BOARD OF EDUCATION

Curricular Exemption Request Form

I request that my child be exempted from instruction in the following areas:

Check all that apply:

1. Dissection ___
2. Family life education ___
3. HIV/AIDS ___
4. Sexual abuse and assault awareness and prevention program ___

I recognize that teachers may require my child to complete alternative assignments in lieu of the curricular instruction planned in the area of exemption.

This form must be completed annually and returned to the school principal by _____.
Date

_____
Name of Student (Please Print)

_____ _____
Parent's/Guardian's Signature Date

Or _____ _____
Student's Signature (if 18 years of age) Date

Note: In its five-year strategic plan for fiscal years 2026 through 2030, Connecticut's Occupational Safety & Health Division ("CONN-OSHA"), which has jurisdiction over Connecticut school districts, has designated elementary and secondary schools as "targeted high-hazard industries," signaling a focused commitment to school safety and health enforcement. In light of these developments, we have revised our model Administrative Regulations Regarding Occupational Safety and Health (Bloodborne Pathogens), which identify covered employers' obligations to minimize occupational exposure to bloodborne pathogens.

School districts are advised that adoption of the model administrative regulations *does not satisfy* OSHA or CONN-OSHA's requirements. Instead, as explained in the model document, each district must establish a written exposure control plan for bloodborne pathogens in accordance with applicable law. Because exposure control plans must be customized to reflect district-specific operations, facilities and personnel, we have discontinued our model exposure control

ADMINISTRATIVE REGULATIONS REGARDING OCCUPATIONAL SAFETY AND HEALTH (BLOODBORNE PATHOGENS)

The New Milford Board of Education (the "Board") is committed to promoting a safe and healthful work environment for its staff.

In pursuit of this goal, and in accordance with United States Department of Labor, Occupational Safety and Health Administration ("OSHA") regulations relating to occupational exposure to bloodborne pathogens as enforced in Connecticut public schools by the Connecticut Department of Labor, Occupational Safety and Health Division ("CONN-OSHA"), the New Milford Public Schools (the "District") shall establish a written exposure control plan for bloodborne pathogens ("Exposure Control Plan") in accordance with applicable law. Such Exposure Control Plan shall be designed to eliminate or minimize employee exposure to bloodborne pathogens. The Exposure Control Plan shall be reviewed and updated at least annually and whenever necessary to reflect new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

In accordance with applicable law, the District will take reasonably necessary actions to protect those employees identified by the District as employees with occupational exposure to blood or other potentially infectious materials that may result from the performance of the employee's duties ("At-Risk Employees").

The District shall provide training to At-Risk Employees at the time of initial assignment to tasks where occupational exposure may take place and at least annually thereafter. Such

training shall be provided at no cost to the employee and during working hours. The District shall also provide personal protective equipment to At-Risk Employees.

The District shall make available (1) the hepatitis B vaccine and vaccination series to all At-Risk Employees, and (2) post-exposure evaluation and follow-up to all employees who have had an exposure incident. Such vaccination will be provided at no cost to At-Risk Employees. The District shall assure that employees who decline to accept the hepatitis B vaccination offered by the District sign a hepatitis B vaccine declination statement. *See* Appendix A.

The District shall maintain training records for each At-Risk Employee upon completion of training; medical records for each employee with occupational exposure, as required by applicable law; injury logs pursuant to OSHA's recordkeeping requirements; and a sharps injury log.

Legal References:

29 C.F.R. Part 1904	Recording and reporting occupational injuries and illnesses
29 C.F.R. §1910.1030	Bloodborne pathogens
Conn. Gen. Stat. § 10-203	Compliance with public health statutes and regulations
Conn. Gen. Stat. § 31-367 *et seq.*	Occupational Safety and Health Act
Regs. Conn. State Agencies § 31-374-1	Reporting and recordkeeping standards
Regs. Conn. State Agencies § 31-372-101-1910 (adopting 29 C.F.R. §1910.1030)	

Regulation approved: August 15, 2023
Regulation revised:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

APPENDIX A

HEPATITIS B VACCINE DECLINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Name:_____

Employee Signature:_____Date: _____

APPENDIX B

EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

I. Definitions

A. **Contaminated Sharps**: any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.

B. **Engineering Controls**: controls (e.g., sharps disposal containers, self-sheathing needles, safer medical devices, such as sharps with engineered sharps injury protections and needless systems) that isolate or remove the bloodborne pathogens hazard from the workplace.

C. **Work Practice Controls**: controls that reduce the likelihood of exposure by altering the manner in which a task is performed (e.g., prohibiting recapping of needles by a two-handed technique).

II. Exposure Determination

A. Category I: Those personnel who come in direct contact with blood and body fluids for which precautions must be taken.

B. Category II: Personnel who participate in activities without blood exposure but exposure may occur in an emergency.

C. Category III: Personnel performing tasks that do not entail predictable or unpredictable exposure to blood.

1. School nurses or nurse practitioners assisting and treating injured students may come in contact with blood and other bodily fluids (Category I).

2. School staff, including physical education teachers, OT, PT, general aides, technical instructors, athletic coaches and principals may come in contact with blood and other bodily fluids in the performance of their jobs in treating injured students (Category I).

3. Special education teachers and aides in self-contained and behavioral programs, nursing program students, and custodial staff, and other staff who substitute for them, may have to clean up after injured persons where they may come in contact with blood and other bodily fluids (Category I).

4. All staff certified in first aid may have contact with blood in an emergency (Category II).

III. Methods of Compliance

A. Avoid direct contact with blood, bodily fluids or other potentially infectious materials - use gloves.

B. Contaminated needles and other contaminated sharps shall not be bent, recapped or removed. Shearing or breaking of contaminated needles is prohibited.

C. Contaminated reusable sharps shall be placed in containers that are puncture resistant, leakproof, color-coded or labeled in accordance with Section X of this plan and shall not require employees to reach by hand into the container.

D. Protective gloves will be worn if you have any open wounds on your hands. If there is any doubt in your mind regarding some contact with blood or bodily fluids - use gloves.

E. Wash hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.

F. If you become contaminated, wash that area immediately with a strong antiseptic soap or solution.

G. If clothing becomes contaminated with blood or body fluids, it should be placed in a bag labeled in accordance with Section X of this plan and placed in a contaminated clothing container for proper cleaning and/or discarding.

H. Any areas of the school that may become contaminated will be washed with a strong solution of bleach and water or other appropriate disinfectant; rubber gloves, sanitary suit, face and eye protection, and long handled scrub utensils should be used.

I. All locker rooms, restrooms, and nurses' offices will be cleaned daily using disinfectant. Custodial staff members are required to wear rubber gloves and use long-handled scrubbing utensils during these cleaning procedures at these locations.

J. When a spill occurs, the building administrator or his/her designee will limit access to areas of potential exposure and notify the staff and students. The janitorial staff will be notified to immediately clean the area.

K. All procedures involving blood or other potentially infectious materials shall be performed in such a manner as to minimize splashing, spraying, spattering and generation of droplets of these substances.

L. Mouth pipetting/suctioning of blood or other potentially infectious materials is prohibited.

M. Specimens of blood or other potentially infectious materials shall be placed in a container labeled in accordance with Section X of this plan, which prevents leakage during collection, handling, processing, storage, transport, or shipping.

IV. Preventative Measures

The Superintendent or his/her designee shall use engineering and work practice controls to eliminate or minimize employee exposure, and shall regularly examine and update controls to ensure their effectiveness.

V. Hepatitis B Vaccination

A. The hepatitis B vaccination series shall be made available at no cost to all Category I employees. The hepatitis B vaccination shall be made available after an employee with occupational exposure has received the required training and within 10 working days of initial assignment, unless the employee has previously received the complete hepatitis B vaccination series, or antibody testing has revealed that the employee is immune, or vaccination is contraindicated by medical reasons.

B. Employees who decline to accept the vaccination shall sign the hepatitis B vaccination declination statement.

VI. Training for Exposure Control

A. Each year, all at risk personnel will be supplied with written materials relating to precautions, risks, and actions to take if contaminated by blood or other body fluids containing the following:

(1) An accessible copy of the regulatory text of the OSHA standards regarding bloodborne pathogens and an explanation of its contents;
(2) A general explanation of the epidemiology and symptoms of bloodborne diseases;
(3) An explanation of the modes of transmission of bloodborne pathogens;
(4) An explanation of the employer's exposure control plan and the means by which the employee can obtain a copy of the written plan;
(5) An explanation of the appropriate methods for recognizing tasks and other activities that may involve exposure to blood and other potentially infectious materials;

(6) An explanation of the use and limitations of methods that will prevent or reduce exposure including appropriate engineering controls, work practices, and personal protective equipment;
(7) Information on the types, proper use, location, removal, handling, decontamination and disposal of personal protective equipment;
(8) An explanation of the basis for selection of personal protective equipment;
(9) Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge;
(10) Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials;
(11) An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available;
(12) Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident;
(13) An explanation of the signs and labels and/or color coding; and
(14) An opportunity for interactive questions and answers with the person conducting the training session.

VII. Reporting Incidents

A. All exposure incidents shall be reported as soon as possible to the School Nurse Coordinator and Director of Special Services and Pupil Personnel.

B. All at risk personnel who come in contact with blood and body fluids in the performance of their duties will take steps to safeguard their health.

VIII. Post-Exposure Evaluation and Follow-up

Following a report of an exposure incident, the Superintendent or his/her designee shall immediately make available to the exposed employee, at no cost, a confidential medical evaluation, post-exposure evaluation and follow-up. He or she shall at a minimum:

A. Document the route(s) of exposure and the circumstances under which the exposure incident occurred;

B. Identify and document the source individual, unless that identification is infeasible or prohibited by law;

C. Provide for the collection and testing of the employee's blood for HBV and HIV serological status;

D. Provide for post-exposure prophylaxis, when medically indicated as recommended by the U.S. Public Health service;

E. Provide counseling and evaluation of reported illnesses;

F. The Superintendent or designee shall provide the health care professional with a copy of the OSHA regulation; a description of the employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records maintained by the school relevant to the appropriate treatment of the employee, including vaccination status; and

G. The school shall maintain the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation.

IX. Records

A. Upon an employee's initial employment and at least annually thereafter, the Superintendent or his/her designee shall inform employees with occupational exposure of the existence, location and availability of related records; the person responsible for maintaining and providing access to records; and the employee's right of access to these records.

B. Medical records for each employee with occupational exposure shall be kept confidential and not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by law.

C. Upon request by an employee, or a designated representative with the employee's written consent, the Superintendent or designee shall provide access to a record in a reasonable time, place and manner, no later than 15 days after the request is made.

D. Records shall be maintained as follows:

1. Medical records shall be maintained for the duration of employment plus 30 years.

2. Training records shall be maintained for three years from the date of training.

3. The sharps injury log shall be maintained five years from the date the exposure incident occurred.

4. Exposure records shall be maintained for 30 years.

5. Each analysis using medical or exposure records shall be maintained for at least 30 years.

X. Labels

A. Warning labels shall be affixed to containers used to store, transport or ship blood or other potentially infectious material.

B. Labels shall include the following:

BIOHAZARD

C. The labels shall be fluorescent orange or orange-red or predominantly so, with lettering and symbols in a contrasting color.

D. Labels shall be affixed as close as feasible to the container by string, wire, adhesive, or other method that prevents their loss or unintentional removal.

E. Labels required for contaminated equipment shall be in accordance with this paragraph and shall also state which portions of the equipment remain contaminated.

Legal References:

29 C.F.R. § 1910.1030 OSHA Bloodborne pathogens standards

Note: In connection with Public Act 26-3, which includes various changes to the public health laws concerning vaccines, these Administrative Regulations Regarding Immunizations have been revised to identify that school districts must rely on the schedules of immunizations published by the Connecticut Commissioner of Public Health (the "Commissioner") when determining whether a student has the required immunizations for school attendance. Also, language concerning the specific doses required for certain immunizations has been removed because those doses are included in the Commissioner's published immunization schedule. This revision also includes an updated link to the immunization schedule and updated legal references.

ADMINISTRATIVE REGULATIONS REGARDING IMMUNIZATIONS

I. Immunization Requirements

In accordance with state law, the New Milford Public Schools (the "District") requires each child to be protected by adequate immunization against diphtheria, pertussis, tetanus, poliomyelitis, measles, mumps, rubella, haemophilus influenzae type B, hepatitis A, hepatitis B, varicella, pneumococcal diseases, meningococcal disease and any other vaccine required by the schedule for immunization as determined by the Commissioner of Public Health pursuant to Conn. Gen. Stat. § 19a-7f, before being permitted to enroll in any program or school under its jurisdiction. Adequate immunization shall be determined by the District in accordance with applicable Connecticut law and the immunization requirements for students in Connecticut schools published or otherwise transmitted by the Commissioner of Public Health.

By January 1 of each year, children aged 24-59 months enrolled in the District's preschool program must show proof of receipt of at least one dose of influenza vaccine between August 1 and December 31 of the preceding year. All children aged 24-59 months who have not received vaccination against influenza previously must show proof of receipt of two doses of the vaccine the first influenza season that they are vaccinated. Children seeking to enroll in the District's preschool program between January 1 and March 31 are required to receive the influenza vaccine prior to being permitted to enter the program. Children who enroll in the preschool program after March 31 of any given year are not required to meet the influenza vaccine requirement until the following January.

Exemption from the applicable requirements of these administrative regulations shall be granted to any child who, before being permitted to enroll:

(1) presents a certificate from a physician, physician assistant, advanced practice registered nurse or local health agency stating that initial immunizations have been given to such child and additional immunizations are in process:

(A) under guidelines and schedules specified by the Commissioner of Public Health; or

(B) in the case of a child enrolled in a preschool program or other prekindergarten program who, prior to April 28, 2021, was exempt from the applicable immunization requirements upon presentation of a statement that such immunizations would be contrary to the religious beliefs of such child or the parents or guardian of such child, as such additional immunizations are recommended, in a written declaration, in a form prescribed by the Commissioner of Public Health, for such child by a physician, a physician assistant or an advanced practice registered nurse. Such statement of religious beliefs shall be acknowledged by a judge of a court of record or a family support magistrate, a clerk or deputy clerk of a court having a seal, a town clerk, a notary public, a justice of the peace, an attorney admitted to the bar of this state, or a school nurse; or

(2) presents a certificate, in a form prescribed by the Commissioner of Public Health pursuant to Connecticut General Statutes § 19a-7q, from a physician, physician assistant, or advanced practice registered nurse stating that in the opinion of a such physician, physician assistant, or advanced practice registered nurse such immunization is medically contraindicated because of the physical condition of such child; or

(3) in the case of measles, mumps or rubella, presents a certificate from a physician, physician assistant or advanced practice registered nurse or from the Director of Health in such child's present or previous town of residence, stating that the child has had a confirmed case of such disease; or

(4) in the case of haemophilus influenzae type B, has passed such child's fifth birthday; or

(5) in the case of pertussis, has passed such child's sixth birthday.

II. Exemptions Based on Religious Beliefs

A. Children Enrolled in Kindergarten Through Twelfth Grade On or Before April 28, 2021

The immunization requirements set forth in Section I of these administrative regulations **shall not apply** to any child who is enrolled in kindergarten through twelfth grade on or before April 28, 2021 if:

1. such child presented a statement, prior to April 28, 2021, from the parents or guardians of such child that such immunization is contrary to the religious beliefs of such child or the parents or guardians of such child, and

2. such statement was acknowledged by a judge of a court of record or a family support magistrate, a clerk or deputy clerk of a court having a seal, a town clerk, a notary public, a justice of the peace, an attorney admitted to the bar of the State of Connecticut, or a school nurse.

B. Students Who Transfer from Another Public or Private School in Connecticut

The immunization requirements set forth in Section I of this policy **shall not apply** to any student who:

1. transfers to the District from another public or private school in Connecticut, and

2. was enrolled in kindergarten through twelfth grade in the other public or private school on or before April 28, 2021, and

3. presented a statement, prior to April 28, 2021, from the parents or guardians of such child that such immunization is contrary to the religious beliefs of such child or the parents or guardians of such child, and such statement was acknowledged by a judge of a court of record or a family support magistrate, a clerk or deputy clerk of a court having a seal, a town clerk, a notary public, a justice of the peace, an attorney admitted to the bar of the State of Connecticut, or a school nurse.

C. Children Enrolled in Preschool or Prekindergarten Prior to April 28, 2021

Any child who is enrolled in a preschool program or other prekindergarten program prior to April 28, 2021 who:

1. presented a statement, prior to April 28, 2021, from the parents or guardians of such child that such immunization is contrary to the religious beliefs of such child or the parents or guardians of such child, and

2. such statement was acknowledged by a judge of a court of record or a family support magistrate, a clerk or deputy clerk of a court having a seal, a town clerk, a notary public, a justice of the peace, an attorney admitted to the bar of the State of Connecticut, or a school nurse, but

3. did not present a written declaration from a physician, a physician assistant or an advanced practice registered nurse stating that additional immunizations are in process as recommended by such physician, physician assistant or advanced practice registered nurse,

rather than as recommended under guidelines and schedules specified by the Commissioner of Public Health

shall comply with the immunization requirements provided for in Section I of these administrative regulations on or before September 1, 2022, or not later than fourteen (14) days after transferring to a program operated by a school under the jurisdiction of the District, whichever is later.

III. Additional Matters

In accordance with state law, the New Milford Board of Education ("Board") and the District shall not be liable for civil damages resulting from an adverse reaction to a nondefective vaccine required to be administered by state law.

If the parents or guardians of any child are unable to pay for any required immunization, the expense of such immunization shall, upon the recommendation of the Board, be paid by the town of the child's residence.

The District designates the School Nurse as the representative for receipt of reports from health care providers concerning student immunizations.

The current required immunizations for elementary (including preschool), middle and high school students can be found at: https://portal.ct.gov/dph/-/media/dph/dph-2025/immunization/provider-page/pdfs/school-nurses/school-requirements/immunization-requirements-for-enrolled-students-in-connecticut-schools.pdf?rev=a450f3da4306402e9b9a12e3a5fd0fb8&hash=1B740465EBD703330AF00A65E11A7C07

In implementing these regulations, the District shall consider state guidance and supporting documents and comply with applicable law.

Legal Reference: Connecticut General Statutes

§ 19a-7f	Child immunization standard of care and programs. Provision of vaccines by department. Vaccine policy and reporting
§ 10-204a	Required immunizations
§ 10-204c	Immunity from liability

Public Act 26-3, "An Act Establishing Connecticut Vaccine Standards."

Regulations of Connecticut State Agencies

§ 10-204a-2a	Adequate Immunization

Regulation approved: June 20, 2023
Regulation revised:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

Note: **These administrative regulations concerning Health Assessments/Screenings and Oral Health Assessments have been revised in light of Public Acts 26-1 and 26-13. Specifically, the administrative regulations now clarify that the board of education may, but is not required to, provide vision screenings for students in preschool and grade two. These regulations have been further revised to explain that the school nurse may reject the results of any required health assessments or screenings submitted on forms other than the forms supplied by the State Board of Education and require resubmission on the required forms. Further, in accordance with the revised statute, the administrative regulations now require that an asthma action plan be included with each health assessment form that indicates an asthma diagnosis. Finally, the administrative regulations have been revised to provide that, beginning in the school year commencing July 1, 2027, each student in grades nine through twelve, inclusive, must have an annual athletics health assessment prior to participating in interscholastic athletics.**

ADMINISTRATIVE REGULATIONS REGARDING HEALTH ASSESSMENTS/SCREENINGS AND ORAL HEALTH ASSESSMENTS

I. Health Assessments:

The New Milford Board of Education (the "Board') requires each student enrolled in the New Milford Public Schools (the "District") to undergo health assessments as mandated by state law. The purpose of such health assessments shall be to ascertain whether a student has any physical disability tending to prevent the student from receiving the full benefit of school work and to ascertain whether school work should be modified in order to prevent injury to the student or to secure a suitable program of education for the student. Such health assessments must be conducted by one of the following qualified providers for health assessments: (1) a legally qualified practitioner of medicine; (2) an advanced practice registered nurse or registered nurse, who is licensed under state statute; (3) a physician assistant, who is licensed under state statute; (4) the school medical advisor; or (5) a legally qualified practitioner of medicine, an advanced practice registered nurse or a physician assistant stationed at any military base. The Board will provide written prior notice of the health assessments required under these administrative regulations to the parent or guardian of each student subject to assessment. The parent or guardian shall be provided a reasonable opportunity to be present during such assessment or the parent or guardian may provide for such assessment . No health assessment shall be made of any public school student unless it is made in the presence of the parent or guardian or in the presence of another school employee. Any student who fails to obtain the health assessments required by these administrative regulations may be denied continued attendance in the District.

II. Health Assessments Required:

Prior to enrollment in the District, each student must undergo a health assessment, which shall include:

(a) a physical examination that includes hematocrit or hemoglobin tests, height, weight, blood pressure, and a chronic disease assessment which shall include, but not be limited to, asthma. The assessment form shall include (1) a check box for the provider conducting the assessment, to indicate an asthma diagnosis, (2) screening questions relating to appropriate public health concerns to be answered by the parent or guardian, and (3) screening questions to be answered by such provider;

(b) an updating of immunizations as required by state law;

(c) vision, hearing, speech and gross dental screenings;

(d) such other information, including health and developmental history, as the physician feels is necessary and appropriate.

The pre-enrollment assessment shall also include tests for tuberculosis, sickle cell anemia or Cooley's anemia, and tests for lead levels in the blood if, after consultation with the school medical advisor and the local health department, the Board determines that such tests are necessary. Such tests must be conducted by a registered nurse acting pursuant to the written order of a physician, or physician's assistant, licensed under state law, or an advanced practice registered nurse, licensed under state law.

Each student enrolled in the District must undergo a health assessment in grade six and in grade nine, which shall include:

(a) a physical examination that includes hematocrit or hemoglobin tests, height, weight, blood pressure, and a chronic disease assessment which shall include, but not be limited to, asthma as defined by the Commissioner of Public Health pursuant to subsection (c) of section 19a-62a of the Connecticut General Statutes. The assessment form shall include (1) a check box for the provider conducting the assessment, to indicate an asthma diagnosis, (2) screening questions relating to appropriate public health concerns to be answered by the parent or guardian, and (3) screening questions to be answered by such provider;

(b) an updating of immunizations as required by state law;

(c) vision, hearing, postural and gross dental screenings;

(d) such other information, including health and developmental history, as the physician feels is necessary and appropriate.

The grade six and grade nine assessments shall also include tests for tuberculosis and sickle cell anemia or Cooley's anemia if, after consultation with the school medical

advisor and the local health department, the Board determines that such tests are necessary. Such tests must be conducted by a registered nurse acting pursuant to the written order of a physician, or physician's assistant, licensed under state law, or of an advanced practice registered nurse, licensed under state law.

The Board shall provide such assessments free of charge to students whose parents or guardians meet the eligibility requirements for free and reduced price meals under the National School Lunch Program or for free milk under the special milk program.

III. Oral Health Assessments:

A. Prior to enrollment in the District, in grade six and in grade nine, the Board shall request that each student undergo an oral health assessment. Such oral health assessments must be conducted by one of the following qualified providers for oral health assessments: (1) a dentist licensed under state law; (2) a dental hygienist licensed under state law; (3) a legally qualified practitioner of medicine trained in conducting oral health assessments as a part of a training program approved by the Commissioner of Public Health; (4) a physician assistant licensed under state law and trained in conducting oral health assessments as part of a training program approved by the Commissioner of Public Health; or (5) an advanced practice registered nurse licensed under state statute and trained in conducting oral health assessments as part of a training program approved by the Commissioner of Public Health.

B. The oral health assessment identified in subsection A above shall include a dental examination by a dentist, or a visual screening and risk assessment for oral health conditions by a dental hygienist, legally qualified practitioner of medicine, physician assistant, or advanced practice registered nurse. The assessment form shall include a check box for the qualified provider conducting the assessment to indicate any low, moderate or high risk factors associated with any dental or orthodontic appliance, saliva, gingival condition, visible plaque, tooth demineralization, carious lesions, restorations, pain, swelling or trauma.

C. No oral health assessment shall be made of any public school student unless the parent or guardian of the student consents to such assessment and such assessment is made in the presence of the parent or guardian or in the presence of another school employee. The parent or guardian shall be provided with prior written notice of an oral health assessment and be provided with a reasonable opportunity to opt the child out of such assessment, or the parent or guardian may provide for such oral health assessment.

D. If the Board hosts a free oral health assessment event where qualified providers (identified in subsection A above) perform oral health assessments of children attending a public school, the Board shall notify the parents and guardians of such children of the event in advance and provide an opportunity for parents and guardians to opt their child(ren) out of such event. The Board shall infer parent/guardian consent for each child whose parent or guardian did not opt the child out of the free oral health assessment event and shall provide such child with

a free oral health assessment; however, such child shall not receive dental treatment of any kind unless the child's parent or guardian provides informed consent for such treatment.

E. Any student who fails to obtain an oral health assessment requested by the Board shall not be denied enrollment or continued attendance in the District.

IV. Athletics Health Assessments

A. Beginning with the school year commencing July 1, 2027, each student enrolled in grades nine to twelve, inclusive, must undergo an annual athletics health assessment prior to being permitted to participate in interscholastic athletics each year.

B. The athletics health assessment must include a physical examination that shall include screening for serious cardiac conditions that could lead to sudden cardiac death, which screening shall be performed in accordance with guidelines established by the American Heart Association, the American College of Cardiology or another organization focused on cardiovascular care in pediatric populations.

C. The athletics health assessment shall be recorded on a form supplied by the State Board of Education. Such form shall include the following:

1. A check box for the provider conducting the athletics assessment, to indicate any patient or family history of symptoms of such serious cardiac conditions, including, but not limited to, chest pain with exertion or unexplained syncope, and any family history of sudden cardiac death;

2. screening questions relating to a family history of such serious cardiac issues to be answered by the parent or guardian, including, but not limited to, chest pain with exertion, unexplained syncope, sudden cardiac arrest or sudden cardiac death;

3. any additional cardiac screening questions to be answered by such provider, as deemed necessary and appropriate by such provider; and

4. a check box for the provider conducting the athletics assessment to indicate whether the provider referred the pupil for any additional cardiac screening or treatment.

D. The Board shall provide such assessments free of charge to students whose parents or guardians meet the eligibility requirements for free and reduced price meals under the National School Lunch Program or for free milk under the special milk program.

V. Screenings Required:

The Board will provide annually to each student enrolled in kindergarten and grades one and three to five, inclusive, a vision screening. The Board may provide such vision screening annually to each student enrolled in preschool and grade two. Such vision screening may be performed using a Snellen chart or an equivalent screening device, or an automated vision screening device. The Superintendent shall give written notice to the parent or guardian of each student (1) who is found to have any defect of vision or disease of the eyes, with a brief statement describing the defect or disease and a recommendation that the student be examined by an optometrist or ophthalmologist licensed pursuant to state law, and (2) who did not receive such vision screening, with a brief statement explaining why such student did not receive such vision screening.

The Board will provide annually to each student enrolled in kindergarten and grades one and three through five, inclusive, audiometric screening for hearing. The Superintendent shall give written notice to the parent or guardian of each student (1) who is found to have any impairment or defect of hearing, with a brief statement describing the impairment or defect, and (2) who did not receive an audiometric screening for hearing, with a brief statement explaining why such student did not receive an audiometric screening for hearing.

The Board will provide postural screenings for (1) each female student in grades five and seven, and (2) each male student in grade eight or nine. The Superintendent shall give written notice to the parent or guardian of each student (A) who evidences any postural problem, with a brief statement describing such evidence, and (B) who did not receive a postural screening, with a brief statement explaining why such student did not receive such postural screening.

All of the screenings required under these administrative regulations will be performed in accordance with regulations applicable to such screenings as adopted by the State Board of Education.

VI. Assessment/Screening Results:

The results of each assessment and screening required or requested by these administrative regulations shall be recorded on forms supplied by the State Board of Education. Each qualified provider performing health assessments, athletic health assessments, or oral health assessments under these administrative regulations shall sign each form and any recommendations concerning a student shall be in writing. A school nurse may reject the results of an assessment or screening submitted on forms other than the forms supplied by the State Board of Education and require the resubmission of such results on the forms supplied by the State Board of Education. An asthma action plan shall be included with each assessment form that indicates an asthma diagnosis. Assessment/screening forms shall be included in the cumulative health record of each student and they shall be kept on file in the school attended by the student. If a student transfers to another school district in Connecticut, the student's original cumulative health record shall be sent to the chief administrative officer of the new school district and a true

copy retained by the Board. For a student leaving Connecticut, a copy of the records, if requested, should be sent and the original maintained.

Appropriate school health personnel shall review the results of each assessment and screening. If the reviewing school health personnel judge that a student is in need of further testing or treatment, the Superintendent shall give written notice to the parent or guardian of such student and shall make reasonable efforts to ensure that such further testing or treatment is provided. Reasonable efforts shall include determination of whether the parent or guardian has obtained the necessary testing or treatment for the student, and, if not, advising the parent or guardian how such testing or treatment may be obtained. The results of such further testing or treatment shall be recorded, kept on file and reviewed by appropriate school health personnel in the same manner as the results of the health assessments and screenings required or requested under these administrative regulations.

The District shall report to the local health department and the Department of Public Health, on a triennial basis, the total number of children per school and on a district-wide basis having a diagnosis of asthma (1) at the time of public school enrollment, (2) in grade six or seven, and (3) in grade nine or ten. The report shall contain the asthma information collected as required under Section II of these administrative regulations and shall include information regarding each diagnosed child's age, gender, race, ethnicity and school.

VII. Exemption:

Nothing in these administrative regulations shall be construed to require any student to undergo a physical or medical examination or treatment, or be compelled to receive medical instruction, if the parent or legal guardian of such student or the student, if the student is an emancipated minor or is eighteen (18) years of age or older, notifies the teacher or principal or other person in charge of such student in writing that the student objects on religious grounds to such physical or medical examination or treatment or medical instruction.

VIII. Other Non-Emergency Invasive Physical Examinations and Screenings:

A. In addition to the screenings listed above, the District may, from time to time, require students to undergo additional non-emergency, invasive physical examination(s)/screening(s).

B. A non-emergency, invasive physical examination or screening is defined as:

1. any medical examination that involves the exposure of private body parts; or

2. any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening; and

3. is required as a condition of attendance, administered by the school and scheduled by the school in advance; and

4. is not necessary to protect the immediate health and safety of the student, or of other students.

C. If the district elects to conduct any such examinations, then, at the beginning of the school year, the administration shall give direct notice to parents of affected students of the district's intent to conduct the non-emergency invasive physical examination(s) and/or screening(s) described in this subsection. Such notice shall include the specific or approximate dates during the school year of the administration of such non-emergency invasive physical examination(s)/screening(s).

D. Upon request, the administration shall permit parents or students over the age of eighteen (18) (or emancipated minors) to opt out of participation in the non-emergency invasive physical examination(s)/screening(s) described in this subparagraph.

IX. School Representative to Receive Information Concerning Health Assessments:

The Board designates School Nurse as the representative for receipt of reports from health care providers concerning student health assessments and oral health assessments.

Legal References:

State Law:

Connecticut General Statutes:

§ 10-206	Health assessments
§ 10-206a	Free health assessments
§ 10-206d	Oral health assessments
§ 10-208	Exemption from examination or treatment
§ 10-209	Records not to be public. Provision of reports to schools
§ 10-214	Vision, audiometric and postural screenings: When required; notification of parents re defects; record of results

Public Act No. 26-1, "An Act Concerning the Reallocation of Certain State Funds and Various Provisions Relating to the Education, Public Safety, General Government, Elections, Intermediate Care Facilities and Warehouse Distribution Centers."

Public Act No. 26-13, "An Act Concerning Various Revisions to the Public Health Statutes."

State of Connecticut Department of Education, Bureau of Health/Nutrition, Family Services and Adult Education, Cumulative Health Records Guidelines (Revised Jan. 2012), https://portal.ct.gov/-/media/SDE/School-Nursing/Publications/CHR_guidelines.pdf

Federal Law:

Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act, Public Law 114-95, at 20 U.S.C. §§ 1232h(c)(2)(C)(iii) and 1232h(c)(6)(B).

Regulation approved: June 20, 2023
Regulation revised:

NEW MILFORD PUBLIC SCHOOLS
New Milford, Connecticut

SAMPLE
NOTICE OF FREE ORAL HEALTH ASSESSMENT

The New Milford Public Schools (the "District") shall hold a free oral health assessment event for students on _____***[insert date and time of event]*** at your student's school. The oral health assessment shall consist of ***[insert one of the following options depending on the professional staffing the oral health assessment event: (1) a dental examination by a dentist OR (2) a visual screening and risk assessment for oral health conditions by a dental hygienist, legally qualified practitioner of medicine, physician assistant, or advanced practice registered nurse.]*** The practitioner conducting the oral health assessment shall indicate any low, moderate or high risk factors associated with any dental or orthodontic appliance, saliva, gingival condition, visible plaque, tooth demineralization, carious lesions, restorations, pain, swelling or trauma. No student shall receive dental treatment of any kind as part of the free oral health assessment event.

This event is free of charge. You may be present during the oral health assessment of your student, if you so wish. When, based on the results of the assessment and in the judgment of school health personnel, your student is in need of further testing or treatment, you will be notified by the District.

You may elect for your student not to participate in the free oral health assessment event. **If you do not want your student to participate, you must sign the form below and return that section of the form to _____ by _____. If you fail to return the form by this date, you have consented to the free oral health assessment and your student will participate. If your student does not participate in the school's event, you will be asked to provide documentation that your student has received an oral health assessment, in accordance with state law.**

If you have questions or concerns regarding the free oral health assessment event, please contact _____.

FREE ORAL HEALTH ASSESSMENT EVENT - _____ *[insert date of event]*

Name of student: _____ Student's Date of Birth: _____

Student's Address: _____

Parent/Guardian Name (print): _____

As the parent/guardian of the above-named student, I elect for my student to not participate in the free oral health assessment. I understand that I will be asked by school officials to provide documentation that my student has received an oral health assessment by a qualified professional. I further understand that this "opt-out" is effective only for the free oral health assessment event being held on the date listed above.

_____ _____
Parent/Guardian Signature Date

District Beliefs About Learning

October 6, 2026

District Learning Beliefs Development Process

1. All teachers in the district participated in an activity where they described and determined the characteristics of powerful learning experiences that they had at some point in their lives. Over 70 groups of teachers contributed to that activity.

2. Then, three different groups of teachers worked in two hour sessions to draft beliefs about learning using samples from other school districts and the work from the 70 groups from our district.

3. Administrators then reviewed and suggested revisions to the ideas during one of our spring Administrative Council meetings.

Why does a district need beliefs about learning?

- **Beliefs about learning help us:**
  - **guide our daily classroom practices, such as the instructional decisions that we make;**
  - **think about the best ways for students to show what they know and are able to do;**
  - **create interview questions for candidates;**
  - **guide the feedback we provide to teachers as part of the evaluation process**
  - **define the answer to: What is our vision for teaching and learning?**

NMHS
Office of the Principal

Memo

To: Dr. Janet Parlato

From: Raymond Manka

Date: 09/22/2026

Re: New Milford High School Class of 2027 Graduation

Based on the current New Milford Public School 2026-2027 calendar, it is my recommendation that we set the date and time of graduation for the Class of 2027 for Saturday June 12, 2027 with a start of 10AM.

Similar to recent graduation ceremonies on the New Milford High School campus, I recommend that the graduation event for the Class of 2027 take place at Joe Wiser Stadium.

Office of the Superintendent
25 Sunny Valley Road, Suite A
New Milford, Connecticut 06776
(860) 355-8406

MEMORANDUM

TO: New Milford Board of Education

FROM: Janet P. Parlato, Ed.D., Superintendent of Schools

DATE: October 14, 2026

SUBJECT: Overview of the 2027–2028 School Calendar

1. School Year Start & Orientation

- Teacher Preparation & Convocation: Staff report for three mandatory Teacher Work Days from Monday, August 23, through Wednesday, August 25, 2027[1]. District Convocation and K–5 Open House will take place on Wednesday, August 25[1].
- First Day of School: Students officially return on Thursday, August 26, 2027, following an early release schedule with afternoon staff professional development[1][2].
- Second Day: Friday, August 27, 2027, will also operate as an early release for students only, followed by staff professional development[1].

2. Major Recesses and School Closures

Schools will be closed in observance of state/national holidays and scheduled district recesses[1]:

- Labor Day: Monday, September 6, 2027[1]
- Rosh Hashanah Weekend: Friday, October 1, through Sunday, October 3, 2027 (schools closed Friday, October 1)[1]
- Yom Kippur / Columbus Day: Monday, October 11, 2027[1]
- Election Day: Tuesday, November 2, 2027 (schools closed to students for staff conferences)[2][4]
- Veterans Day: Thursday, November 11, 2027[4]
- Thanksgiving Recess: Thursday, November 25, and Friday, November 26, 2027 (preceded by an early release for students and staff on Wednesday, November 24)[4]

- Holiday Recess: Thursday, December 23, through Friday, December 31, 2027[4]
- Martin Luther King Jr. Day: Monday, January 17, 2028[4]
- Presidents' Weekend: Friday, February 18, through Monday, February 21, 2028[5]
- Spring Recess: Friday, April 14, through Friday, April 21, 2028[5]
- Memorial Day: Monday, May 29, 2028[2]

3. Professional Development & Early Release Dates

- Early Release for Staff PD:
  - August 26 & 27, 2027 (Opening days)[1]
  - October 14, 2027[1]
  - May 11, 2028[2]
- Full-Day Staff PD (Schools Closed for Students):
  - Thursday, March 16, 2028[2][5]
- End-of-Year Early Release Days:
  - Wednesday, June 7, 2028:
  - Thursday, June 8, 2028:

4. Parent-Teacher Conferences

Parent-teacher conferences are scheduled for both the fall and spring semesters[3]:

- Fall 2027 Conferences:
  - Tuesday, November 2, 2027: Grades K–12 from 12:30 p.m. to 7:30 p.m. (Schools closed for students)[2]
  - Thursday, November 4, 2027: Grades K–5 from 1:30 p.m. to 5:30 p.m.; Grades 6–12 from 12:30 p.m. to 4:30 p.m. (Early release for students; teachers arrive 2 hours late)[3][4]
- Spring 2028 Conferences:
  - Wednesday, March 8, 2028: Grades K–5 from 1:30 p.m. to 5:30 p.m.; Grades 6–12 from 12:30 p.m. to 4:30 p.m.[3][5]
  - Thursday, March 9, 2028: Grades K–5 from 3:30 p.m. to 5:30 p.m.; Grades 6–12 from 2:30 p.m. to 4:30 p.m.[3][5]
  - *Snow Date for Spring Conferences:* Wednesday, March 15, 2028[3][5]

5. Closing of School

The tentative last day of school for students and staff is Thursday, June 8, 2028, with an early release schedule[2].

NEW MILFORD PUBLIC SCHOOLS
Department of Human Resources
25 Sunny Valley Road, Suite A
New Milford, Connecticut 06776
(860) 210-2200 FAX (860) 210-2643

Linda Demeyer
Director of Human Resources

To: Dr. Parlato, Superintendent of Schools
From: Linda Demeyer, Director of Human Resources
Date: October 5, 2026
Re: Department Improvement Updates

Since starting in this role on July 1, I've focused on fixing operational bottlenecks, making sure our legal and safety requirements are fully met, and setting up clearer systems for our staff and schools.

Below is a summary of what has been accomplished so far, along with a few immediate next steps.

1. Operations & Systems

- **Position Control:** Built a position control system to track our staffing against budgeted positions and maintain an accurate headcount. Next, we'll integrate this into our district software and train the staff who will use it.
- **Streamlined Requests & Stipends:** Created standardized workflows and paperwork for 6th Class Assignments and Stipend Requests. Drafted clear review criteria for stipend proposals, which the committee formally approved on October 1.
- **Incident vs. Injury Reporting:** Drafted a revised reporting process to clearly separate facility/safety incidents from employee injuries so both are tracked and handled properly. This is currently with the Director of Fiscal Services for review; once approved, I'll create a quick-reference guide and visual for staff.
- **Equipment & Accommodation Clearances:** Set up a formal approval process for classroom refrigerators that cleared inspection with the Local Fire Marshal. We're using this same approval framework for staff equipment needs under ADA and PWFA accommodations.

2. Compliance, Legal Mandates & Safety

- **Mandated Training Tracking:** Audited our required staff training modules and built a centralized system to track completion. This ensures staff complete required trainings on time without taking duplicate modules unnecessarily. Sourced specialized Seizure First Aid training and built refresher courses for non-annual requirements (ex. Mandated Reporter & Adult Sexual Misconduct).
    - **Contract Services Training:** Built a dedicated onboarding and training process for contracted staff so everyone working in our buildings meets district standards.
- **Title IX Compliance:** Outlined our Title IX process, drafted the manual and template letters, and completed Title IX Coordinator training. The process map is a graphic which has been reviewed by our attorney. The attorney has asked if it can be branded with the district logo and provided by Pullman & Comley for use in other districts once finalized. The next step is rolling out a training module for all staff focused on their specific reporting obligations and what triggers "actual knowledge."

- **Job Descriptions:** Modernized our job description template, audited current descriptions for overlap, and drafted updated versions for Cabinet review to reflect recent legal requirements. Once we review Cabinet feedback, we will schedule time to meet with union leadership to review the updates.
- **Employee Handbook & Notices:** Updated and finalized the Employee Handbook with all required annual notices. Staff electronically acknowledged the handbook through Frontline.

3. Hiring, Onboarding & Retention

- **New Teacher Orientation (NTO):** Partnered with the Assistant Superintendent to overhaul the two-day NTO, giving new staff dedicated time to set up their rooms while focusing on our district values. Formed and hosted the "Meet the Green" panel.
- **Summer Melt Prevention:** Reached out directly to new hires in August to answer questions and keep them engaged, helping prevent mid-summer resignations before the school year started.
- **Substitute Teacher Plans:** Worked with the Assistant Superintendent and Director of Student Services to set clear, district-wide expectations for substitute lesson plans.

4. Staff Analytics, HR Operations & Communication

- **Absence & Attendance Data:** Analyzing absence trends and timecard punch patterns across certified and non-certified staff. Built live dashboards to track these trends. Data will be shared with Principals and department heads monthly. Long term, I plan to look at how staff attendance overlaps with student attendance and performance data.
- **Clear Policy Communication:** Distributed updated attendance guidance based on your framework, along with clear guidance on timecard usage and grace periods for hourly staff.
- **HR Communications & Spotlight:** Redesigned the HR Newsletter into an easy-to-update format. We've expanded the Staff Spotlight schedule to regularly feature non-certified personnel—including Maintenance, Food Services, and Paraeducators—alongside classroom teachers.
- **Contract Research Tools:** Set up Google Notebook as a searchable tool for our Collective Bargaining Agreements (CBAs) to speed up labor research and answer contract questions faster.
- **Staff Support & Efficiency:** Established regular office hours, built out the annual employee recognition calendar, and set up a new social media graphic system to welcome new team members. Reset norms and meeting structures for the HR/Payroll team, and ran practical training on using AI tools to help administrative staff format and draft routine documents faster.

I look forward to continuing to refine these systems over the coming months to keep our operations running smoothly behind the scenes. Please let me know if you'd like additional details on any of these projects for the Board.

NEW MILFORD PUBLIC SCHOOLS

EMPLOYMENT REPORT

Regular Meeting of the Board of Education
New Milford, Connecticut
October 13, 2026- Operations / October 20, 2026 BOE Meeting

CERTIFIED STAFF APPOINTMENTS

Kaitlyn Palumbo
-1.0 Special Education Teacher at NMHS
-Effective Date: October 7, 2026
-Salary $68,828 (MA/Step 8) with over 4 years of experience.
-Replacing G.Manesis who no longer took the position with the district.

NON-CERTIFIED STAFF APPOINTMENTS

Jennifer Van Alstyne -1.0 Special Education Paraeducator at HPS -Effective Date: October 1, 2026 -Salary $19.85 per hour. -Replacing B.Lafantano who resigned ($19.65 per hour).	**Joseph Biro** -1.0 Special Education Paraeducator at SNIS -Effective Date: October 13, 2026 -Salary $19.65 per hour. -Replacing Vacancy from EdAdvance.	**Kristi Bond** -1.0 Special Education Paraeducator at HPS -Effective Date: October 13, 2026 -Salary $19.85 per hour. -Replacing Vacancy from EdAdvance.
Stephanie Cone -1.0 Special Education Paraeducator at HPS -Effective Date: October 13, 2026 -Salary $19.65 per hour. -Replacing Vacancy from EdAdvance.	**Arieli Martino** -1.0 Multilingual Tutor at SNIS -Effective Date: October 13, 2026 -Salary $22 per hour. Grant funded position.	**Ashely Repko** -.5 General Worker at SNIS -Effective Date: October 7, 2026 -Salary $16.94 per hour. -Replacing M.Showalter who transferred to a new position in Food Services ($16.94 per hour).

Jordan Vasquez
-1.0 Special Education Paraeducator at HPS
-Effective Date: October 13, 2026
-Salary $19.85 per hour. Replacing L.Zambernardi who resigned ($19.65 per hour).

CERTIFIED STAFF RESIGNATIONS

Kathleen Woods
-1.0 Adult Education Director at NMHS
-Effective Date: September 25, 2026
-Salary $80,000. Resigned due to personal reasons.

CERTIFIED STAFF RETIREMENTS

Rene Venezia
-1.0 Special Education Teacher at SNIS
-Effective Date: January 29, 2027
-Salary $87,265. Retirement after 9 years with the district.

NON-CERTIFIED STAFF RESIGNATIONS

Jennifer Burns -1.0 General Worker/Cashier at NES -Effective Date: September 25, 2026 -Salary $19.32 per hour. Resigned due to personal reasons.	**Taryn Catalano** -1.0 Excel Paraeducator at HPS -Effective Date: October 1, 2026 -Salary $19.65 per hour. Resigned due to personal reasons	**Laura Zambernardi** -1.0 Special Education Paraeducator at HPS -Effective Date: September 25, 2026 -Salary $19.65 per hour. Took a position in another CT district.

NON-CERTIFIED STAFF RETIREMENTS

Yolanda Gonzalez -1.0 Night Custodian at NMHS -Effective Date: October 30, 2026 -Salary $27.80 per hour. Retirement after 22 years with the district.	**Kimberlee Lavallee** -1.0 Secretary to Principal at SMS -Effective Date: January 15, 2027 -Salary $27.47 per hour. Retirement after 24 years with the district.

INTERNAL TRANSFERS

Makayla Showalter
-.5 General Worker at SNIS transferring to .5 General Worker/Cashier at NES
-Effective Date: September 28, 2026. Replacing J.Burns who resigned.

New Milford Enrollment Matrix By School

October 1, 2026

NES	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
PK	60	65	51	-14
K	107	95	139	44
1	134	95	97	2
2	138	107	99	-8
TOTALS	439	362	386	24

HPS	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
PK	58	70	53	-17
K	92	85	113	28
1	121	85	88	3
2	123	93	97	4
TOTALS	394	333	351	18

PK-2	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
PK	118	135	104	-31
K	199	180	252	72
1	255	180	185	5
2	261	200	196	-4
TOTALS	833	695	737	42

SNIS	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
3	258	260	269	9
4	233	261	265	4
5	260	263	264	1
TOTALS	751	784	798	14

SMS	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
6	267	240	242	2
7	244	265	272	7
8	282	267	264	-3
TOTALS	793	772	778	6

NMHS	Actual 06/02/25	Projected 26-27	Actual 10/01/26	Variance from the Projection
9	245	252	250	-2
10	303	268	274	6
11	281	251	252	1
12	316	297	294	-3
TOTALS	1145	1068	1070	2

	Actual 06/02/25	Actual 10/01/25	Projected 26-27	Actual 10/01/26	26-27 Variance from the Projection	Comparison of 10/2025 to 10/2026
PK-2	833	762	695	737	42	-25
SNIS	751	764	784	798	14	34
SMS	793	779	772	778	6	-1
NMHS	1145	1110	1068	1070	2	-40
TOTALS	3522	3415	3319	3383	64	-32

LHTC Total = 17

OCTOBER 2026 FUNDRAISING REPORT

DEPT	EVENT	FUNDS USE
NMHS		
Model UN	Jesse's Ice Cream	Defray Cost of Conferences
NMHS Theater	Sale of Merchandise-Fall Production	Recover Expenses/Fund Future Productions
NMHS Theater	Ticket Sales for Fall Production	Recover Expenses/Fund Future Productions
DECA	Sale of Spirit Wear/Merchandise	Defray Cost of Competitive Events
NMHS Theater	Sale of Ads for Playbill-Fall Production	Recover Expenses/Fund Future Productions
GHS	Pickleball Tournament	Raise money for GHS Tournament
Class of 2027	Snapraise	Prom & Senior Events Class of 2027
NMHS Theater	Sale of Concessions-Fall Production	Recover Expenses/Fund Future Productions
Model UN	Fundraise with Zeffy-Online Platform	Defray Cost of Conferences
NMHS Theater	Sale of Merchandice-Winter/Spring	Recover Expenses/Fund Future Productions
NMHS Theater	Ticket Sales for Spring Production	Recover Expenses/Fund Future Productions
NMHS Theater	Sale of Ads for Playbill-Spring Production	Recover Expenses/Fund Future Productions
NMHS Theater	Sale of Concessions-Spring Production	Recover Expenses/Fund Future Productions
Class of 2027	Sale of Custom NMHS Blankets	Prom & Senior Events Class of 2027
Class of 2027	Painting of Senior Parking Spots	Prom & Senior Events Class of 2027
GAPP	Snapraise	Raise Money for Germany Field Trip
Model UN	Chipotle Fundraiser	Defray Costs of Model UN Conferences
Class of 2027	Sale of Cinnabons	Prom & Senior Events Class of 2027
GAPP	Sale of Waffles at Cross Country Meet	Raise Money for Germany Field Trip
Class of 2027	Snapraise	Prom & Senior Events Class of 2027
GAPP	Sale of Double Good Popcorn	Raise Money for Germany Field Trip
FHS	Crepes Fundraiser	FHS Senior Scholarships
Music Dept	Annual Pie Fundraiser	Spring Music Trip
Boys Soccer	School Fundr Online Donations	Offset Meals, Senior Night, Apparel,Banquet
Class of 2029	Car Wash at High School	Offset Prices for Senior Activties
FHS	Chipotle Fundraiser	Offset Costs for French Trip 2027
Model UN	Dairy Queen Fundraiser	Defray Costs of Model UN Conferences
Girls Soccer	Team Store	Senior Night, Team Apparel, Team Dinners
NMHS Chorus	Kareoke Night at All Aboard Pizza	Fund Chorus Program Activities
Class of 2030	Panera Fundraiser	Fund Senior Activities, Banquet, Prom
Class of 2028	Chipotle Fundraiser	Fund Senior Activities, Banquet, Prom, Picnic
Class of 2028	Bake Sale at Football Game	Fund Senior Activities, Banquet, Prom, Picnic
NMHS Chorus	Chorus Caberet	Fund New Equipment, Scholarships
Model UN	Charleston Wrap Fundraiser	Defray Costs of Model UN Conferences

GRANTS/DONATIONS: New Milford High School has received a grant from Whole Foods Garden Grant in the amount of $3,500 to be deposited into the School Garden Fund Account.

Approved Field Trips October 2026

School	Grade/Dept.	Trip Date	Day(s) of the Week	# of Students	# of Adults	Destination	Subs	Student Cost
NMHS	9-12	11/14/26	Saturday	70	2	William H. Hall High School	No	N/A
NMHS	10-12	11/2/26	Monday	25	2	Aqua Turf	2	$35.00
NMHS	10-12	11/10/26	Tuesday	60	20	SNIS	2	$0.00
NMHS	11-12	10/16/26	Friday	32	1	Pratt Nature Center	N/A	$7.00
NMHS	9-12	1/28-1/31/27	multiple	20	2	Sheraton Boston	2	$650.00
NMHS	9-12	11/21, 2/27, 3/20	multiple	8	1	Horace Greely High School	N/A	N/A
NMHS	9-12	10/7/26	Wednesday	12	2	Aqua Turf	No	$0.00
NMHS	11-12	12/15 and 12/22	Tuesday	25	2	Garner Correctional Facility	Yes	n/a
NMHS	9-12	4/29/27	Thursday	50	5	Pearl Studios NYC	3-4	$215-$230