



1321 Millersport Hwy., Ste. 101  
Amherst • New York 14221

P. 716.691.0900  
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Bryant & Stratton  
7805 Oswego Road  
Clay, NY 13041

## Addendum 1

April 16, 2019

Page 1 of 1

This Addendum is issued by the Architect and shall become part of the Contract Documents and is also subject to the terms and conditions set forth in Divisions 0 and 1.

### Refer to the Contract Drawings

Item No. 1: DELETE Drawings C-1.01, C-1.02, C-1.03, and C-1.04, dated 01/01/19 and REPLACE with attached Drawings C-1.01, C-1.02, C-1.03, and C-1.04 dated 04/14/19. Dumpster gate detail revised, vine detail eliminated, and parking variance information included per town comments.

### Refer to the Project Manual

Item No. 2: Delete Section 01010 Summary of Work from project manual and replace with revised Section 01010 Summary of Work.

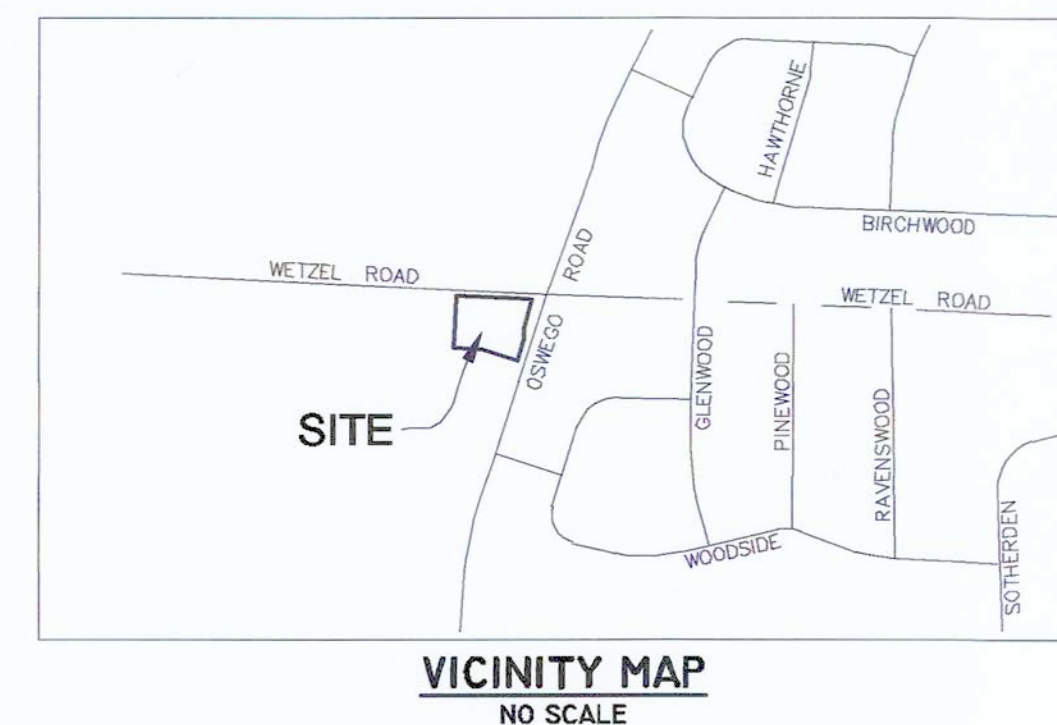
Item No. 3: Delete Section 10221 Fixed Glass Panel Partitions from project manual and replace with revised Section 10221 Fixed Glass Panel Partitions. Basis of design product was revised.

**\*\*Refer to the attached Bidding RFI Log for clarifications made without resulting in contract document changes.\*\***

**End of Addendum**

RFI No.	RFI	RESPONSE/ COMMENT
1	Bid Information general notes asks for two (2) alternates, section 01030 subsection 1.2 calls out four (4) alternates, which is correct?	All alternates are to be accounted for. - SA
2	Summary of work section 01010 subsections 1.6 and 1.7 are all of these items truly furnished by the CM?	Summary of work to be revised as part of Addendum 1. - SA
3	Specification section 07424 sub section 1.3 C and 1.3 E call out Florida and Canada respectively? How does this relate to this project in NY; USA?	References to Florida and Canada do not apply. - SA
4	Specification section 07424 sub section 2.3 C and 2.3 K reference Canada and 2.3 M references Florida. How does this relate to this project in NY; USA?	References to Florida and Canada do not apply. - SA
5	Specification section 14240 sub section 1.03.C.7 and 1.03.C.8 reference Canada? How does this relate to this project in NY;USA?	References to Canada do not apply. - SA
6	Drawing C-1.03 detail 7 is labeled Granite Curb Detail; however it is the stated to be 4x14 inch concrete curb	Notation error in label. Curb shall be concrete per detail. - SA
7	Specification Section 12670 states to refer to the A600 for the location and material data for the entrance mat and frames? I looked a couple of times, but the information is eluding me.	Please see CPT-2 walk off carpet. - SA
8	Specification section 10221 DORMA, I have been on the phone with DORMA and their material is 4 -1/8 rails not 2 inches. The drawings/ specifications will need some adjustment.	Basis of Design was C.R. Laurence Co., Inc; CRL Clear View Series Frameless Glass Wall Office System: <a href="http://www.crl-arch.com">www.crl-arch.com</a> . We will revise spec as part of addendum 1. - SA





### LEGEND

- MANHOLE
- UTILITY POLE
- GUY WIRE
- SIGN
- LIGHT POLE
- IRON ROD SET
- MONUMENT FOUND
- IRON ROD FOUND
- PARKING COUNT
- HANDICAP PARKING
  - BOLLARD

**ALTA/NSPS LAND TITLE SURVEY**  
**BRYANT AND STRATTON COLLEGE, INC.**

BASED UPON TITLE NO.1917-0077NCS  
OF CHICAGO TITLE INSURANCE COMPANY  
BEARING AN EFFECTIVE DATE OF JANUARY 03, 2019.

### Surveyor's Certification

To: Bryant and Stratton College, Inc., its successors and/or assigns,  
Novogroder/Syracuse, LLC and Chicago Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 7b1, 7c, 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The fieldwork was completed on January 23, 2019.

## ENCROACHMENTS

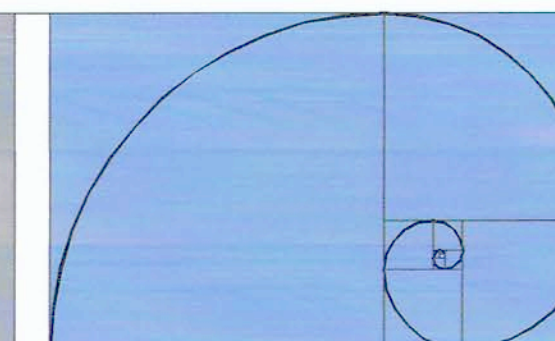
NONE APPARENT

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 360573, MAP NUMBER 36067 C 0082 F WHICH BEARS AN SHOWN ON DATE OF NOVEMBER 4, 2016 AND A SPECIAL FLOOD HAZARD AREA. AS SHOWN ON THE FEMA WEBSITE (<http://msc.fema.gov>) WE HAVE LEARNED THAT THIS COMMUNITY DOES NOT CURRENTLY PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE. AND A FLOOD ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

[illegible]

I HEREBY CERTIFY THAT THIS IS AN ACCURATE MAP MADE FROM AN ACTUAL SURVEY.	LOCATION SURVEY ON LOT No.2 OF THE EXIST 36 DEVELOPMENT TRACT, FILED OCT. 12, 1995 MAP No.8209		
	KNOWN AS NO.7805 OSWEGO ROAD, TOWN OF CLAY, COUNTY OF ONONDAGA, NEW YORK		
	FIELD DATE: 23 JAN 2018	MAP DATE: 24 JAN 2018	SCALE: 1"=30' DRAWN BY: KR
LICENSED LAND SURVEYOR DOUGLAS R. LEHR	REVISIONS:		
NYSLS 49223	DRAWING NO. 19-A-00		19-A-00



**WARNING**

UNAUTHORIZED ALTERATION OR  
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IS A VIOLATION OF SECTION 7209,  
PROVISION 2 OF THE NEW YORK  
STATE EDUCATION LAW

**ENGINEER:**  
CHRISTOPHER ANDRZEJEWSKI, P.E.  
S 6887 TAYLOR ROAD  
HAMBURG, NEW YORK, 14075  
PH. 716.628.6120  
MillexChris@gmail.com

S.



## Revisions / Issues

[illegible]

1	Updated per Town Comments	04/14/19
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	Client Name
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Silvestri Architect PC

1321 Millersport Hwy  
Buffalo, NY 14221

Project Name	
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Bryant & Stratton  
7805 Oswego Road  
Clay NY

Sheet Name

### Existing Site Condition

Project number	1-2019
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Date	01 January, 2018
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Designed by	TZ
Reviewed by	TZ

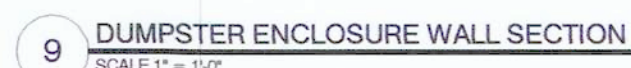
C-1.01

Scale	As Noted
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MilexChris@gmail.com



<i><b>Revisions / Issues</b></i>		
No.	Description	Date
A	Updated per Town Comments	04/14/

Client Name	Silvestri Architect PC
-------------	------------------------

1321 Millersport Hwy  
Buffalo, NY 14221

Project Name  
Bryant & Stratton  
7805 Oswego Road  
Clay NY

Sheet Name

Project number	1-2019
Date	01 January, 2018
Designed by	TZ
Drawn by	TZ
Checked by	CA

C-1.03

Scale	As Noted
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## TREE SCHEDULE



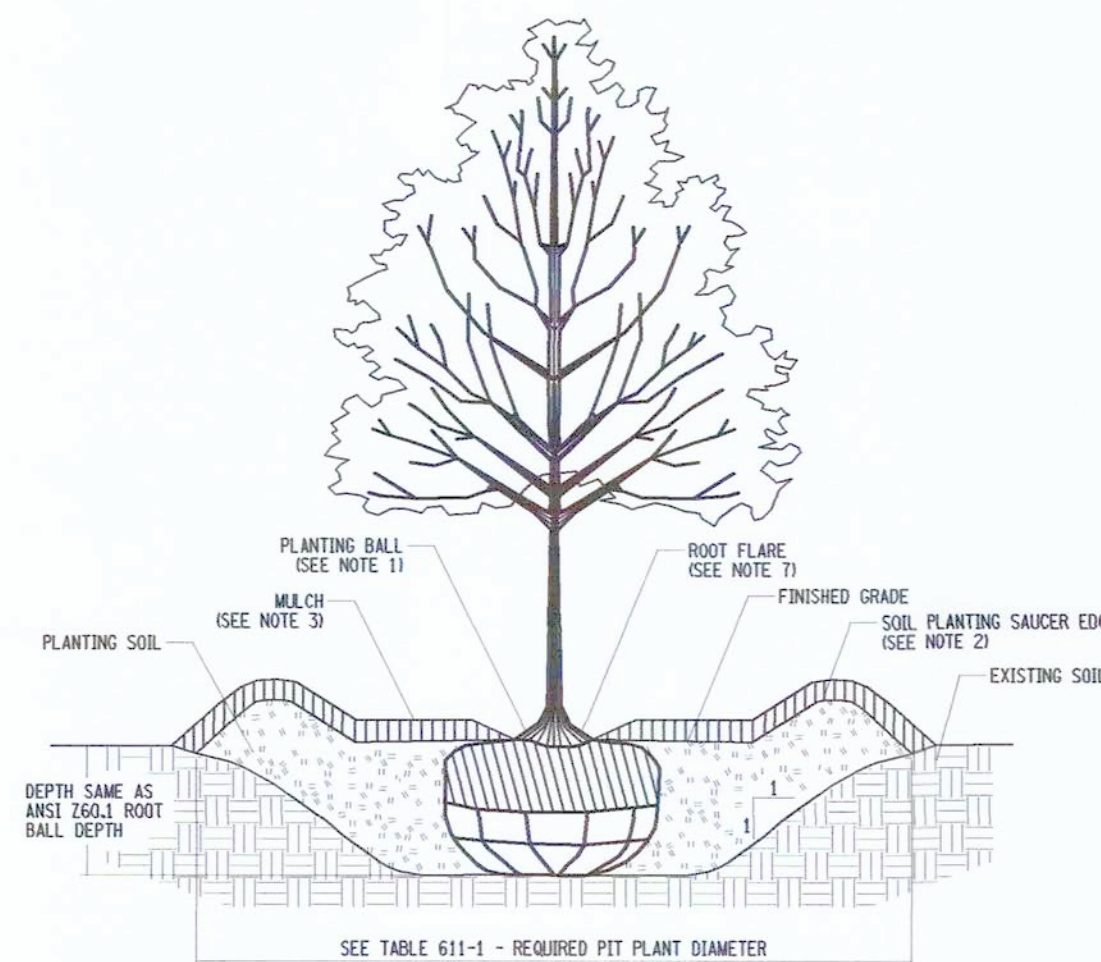
GLEDITSIA TRIACANTHOS  
VAR. INTERMIS 'SHADEMASTER'  
(SHADEMASTER HONEYLOCUST)

QUANTITY: 4

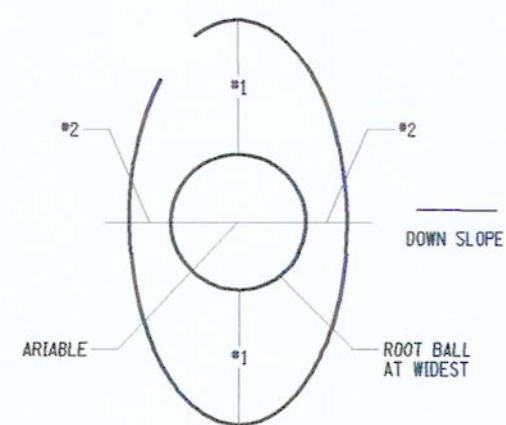
## LANDSCAPING NOTES

- ALL PLANTS MUST BE HEALTHY, VIGOROUS, MATURE, FREE OF PESTS AND DISEASE.
- ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
- ALL PLANTS MUST BE STRIPPED OF ALL LEAVES AND BRANCHES FOR THE FOLLOWING REASONS SPECIFIED:
- ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE PLANTING AND AFTER INSTALLATION.
- ALL TREES MUST BE GUIDED OR STAKED AS SHOWN IN THE DETAILS.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PROCEEDING WITH THE WORK.
- THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO WEEDING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
- THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ANY REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
- THE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. AFTER BEING DONE AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCOMMODATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
- ANY PLANT MATERIAL THAT DIES, TURNING BROWN, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE, MINIMUM QUALITY PLANT LIST SPECIFICATIONS.
- STAKES SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GENERAL SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

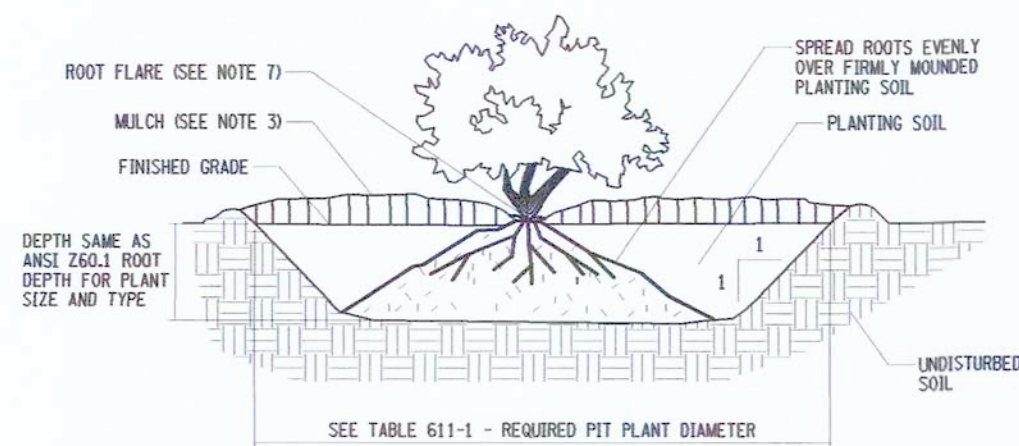
- ALL SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING ARE TO BE COMPLETELY COVERED WITH HARDWOOD MULCH TO A MINIMUM DEPTH OF FOUR INCHES.
- THE LOCATION OF EXISTING PLANTING TO REMAIN SHALL BE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
- ALL CLEARLY MARKED PERIMETERS AND ALL YEAR-ROUND ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE GROWING PERIOD.
- ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING AREAS DURING SPACING SHOWN.
- ALL BURNED AREAS SHALL BE RESEED WITH TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS INCLUDING ALL LANDSCAPED SIGNAGES AND ENTRANCE AREAS.



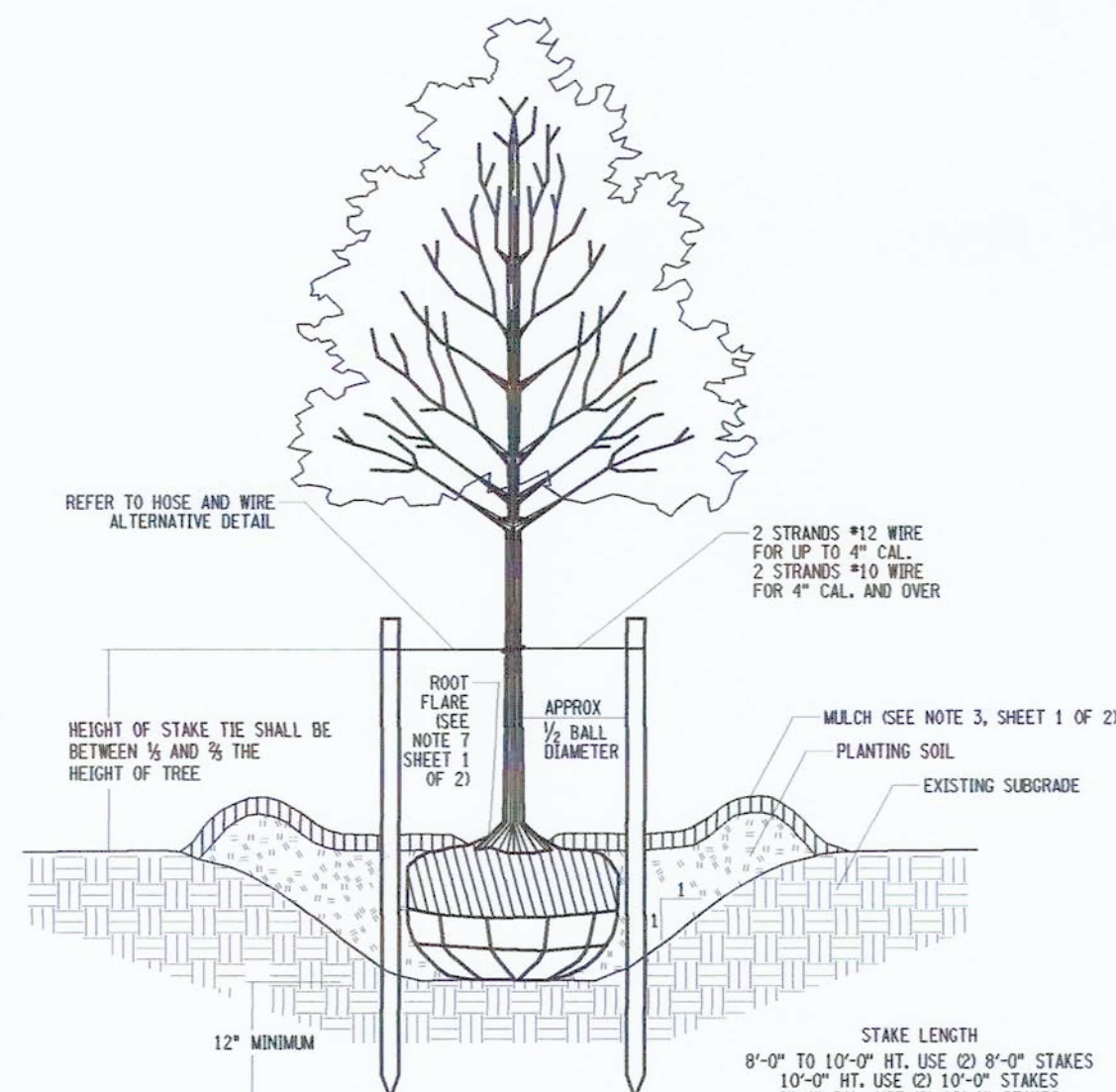
## GENERAL TREE PLANTING



ELONGATED SLOPE PIT



### BARE ROOT SHRUB PLANTING



TREE SUPPORT (WHEN SPECIFIED)  
(SEE NOTE 6, SHEET 1 OF 2)

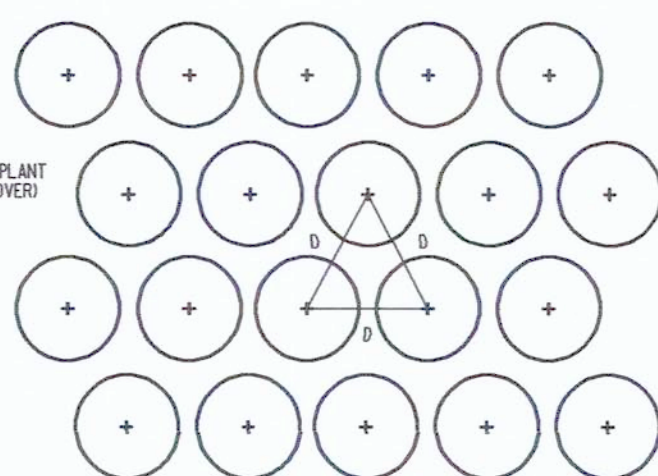
REQUIRED PLANT PIT DIAMETER	
ROOT SPREAD / ROOT BALL DIAMETER	PLANT PIT DIAMETER
UNDER 2'-0"	3X THE ROOT SPREAD OR ROOT BALL DIAMETER
FROM 2'-0" TO 4'-0"	2.5X THE ROOT SPREAD OR ROOT BALL DIAMETER
OVER 4'-0"	2X THE ROOT SPREAD OR ROOT BALL DIAMETER

NOTES:

1. PLANTING BALL - ON BAB MATTER, BURLAP AND WIRE BASKET OR OTHER CONTAINER SHALL BE REMOVED FROM THE UPPER HALF OF THE ROOT BALL AND DISPOSED OF.
2. HEIGHT OF PLANTING SAUCER SHALL BE 3".
3. MCHL SHALL BE A MAXIMUM OF 3" DEEP AND TAPERED DOWN TO LEAVE THE ROOT FLARE EXPOSED. WHEN PLANTING ON SLOPES, DOWNHILL SIDE MUST BE STABILIZED APPROPRIATELY OR SEEDING OR DOWNHILL SIDE MAY BE SPECIFIED.
4. MATERIALS FOR PROTECTION OF PLANTS SHALL BE A COMMERCIALLY AVAILABLE PRODUCT OR SYSTEM FOR SUPPORTING OF TREES.
5. ALL TAGS, LABELS, ETC. SHALL BE REMOVED FROM THE PLANTS.
6. THIS DETAIL SHOWS ONE ABOVE GROUND TREE SUPPORT METHOD. ANY OTHER METHOD MUST USE COMMERCIALLY AVAILABLE PRODUCTS INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS.
7. THE ROOT FLARE SHALL BE VISIBLE AND LEVEL WITH SURROUNDING SOIL.

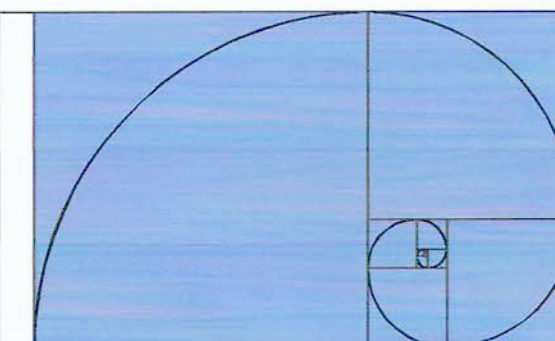


### BED PLANTING



### TYPICAL BED PLANT SPACING

## PLANTING DETAILS



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Seal



## Revisions / Issues

[illegible]

	Updated per Town Comments	04/14/19
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	Client Name
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Silvestri Architect PC

1321 Millersport Hwy  
Buffalo, NY 14221

Project Name	
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Bryant & Stratton  
7805 Oswego Road  
Clay NY

Sheet Name

### Landscaping Details

Project number	1-2019
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Date	01 January, 2018
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Designed by	TZ
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Drawn by TZ

C-1.04

Scale

As Noted



**SECTION 01010 - SUMMARY OF WORK****1.0 GENERAL**

- A. This project consists of renovations, addition and conversion of an existing building located in Clay, New York.

**1.1 CONTRACTS**

- A. This is a Single Contract project to be determined by the Construction Manager, P.A.T. Construction Management Corp., which may be reviewed on [www.casilioco.com](http://www.casilioco.com). For this project:
  - 1. The General Contractor will be responsible for the construction of the entire project.
  - 2. All Contractors, prime or sub are directed to cooperate and coordinate their work with each other and General Contractor, Bryant & Stratton College, Landlord and Tenants, and the lack of such will not be an acceptable excuse for delays.
  - 3. If the General Contractor has a conflict with the schedule which causes a delay, the Contractor should notify the Construction Manager in writing within twenty-four (24) hours.
- B. All contracts shall include the Instructions to Bidders, Form of Bid, General Conditions and Supplementary Conditions and General Requirements.
- C. Extent of Operation - The Contractors shall provide all items, articles, materials, operation or methods listed, indicated, mentioned, or scheduled on the drawings and/or in the specifications, including all labor, materials, equipment and incidentals, necessary and required for their completion and installation in the project.

**1.2 EXAMINATION OF SITE, DOCUMENTS, ETC.**

- A. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions as they exist so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall also thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, document or to visit the site or acquaint himself with conditions there existing shall in no way relieve the Bidder from any obligation with respect to his Bid.

**1.3 PERMITS**

- A. The General Contractor is responsible for obtaining and paying for all necessary permits as required by laws and ordinances for work required to construct the project.

**1.4 REFERENCES**

- A. References to known standard specifications shall mean and intend latest edition of such specifications adopted and published at date of invitation to submit proposals.
- B. Reference to technical society, or organization or bodies is made in the specifications in accordance with the following abbreviations:

AIA	American Institute of Architects
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASTM	American Society for Testing Materials
AWSC	American Welding Society Code
FS	Federal Specification
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
UL	Underwriters' Laboratories, Inc.
ASA	American Standard Association
SJI	Steel Joist Institute
AASHO	American Association of State Highway Official
CSI	Construction Specifications Institute
NYS	New York State Public Works Specification 1-2-62

1.5 CONSTRUCTION ASSOCIATION, CODES AND SPECIFICATIONS (option to substitute or add to references)

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National standard Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigeration and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	American Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society
BIA	Brick Institute of America
CRCI	Concrete Reinforcing Steel Institute
CS	Commercial Standards
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System
IEEE	Institute of Electrical and Electronic Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NYSDOT	New York State Department of Transportation
NYSDPW	New York State Department of Public Works
PCI	Precast Concrete Institute
PEI	Porcelain Enamel Institute
SAMA	Scientific Apparatus Makers Association
SDI	Steel Deck Institute
SMACNA	Sheet Metal and Air-Conditioning Contractor's National Association



SSPC                Structural Steel Painting Council  
UL                  Underwriter's Laboratories

#### 1.6 ITEMS PROVIDED BY THIS CONTRACTOR

- A. The General Contractor shall provide and maintain all temporary facilities, such as water, electrical services, telephone and toilets. The General Contractor is also to provide a temporary field office.
  - 1. Toilet facilities shall be provided and maintained by the General Contractor.
  - 2. Temporary field office shall be provided and maintained by the General Contractor.
  - 4. Water is available at the site.
  - 5. Temporary Electrical Service shall be provided by the Electrical Contractor.
  - 6. Staging Area: To be determined by the Construction Manager.

#### 1.7 STORAGE AND PARKING AREAS

- A. The General Contractor shall provide and maintain a temporary area at the site suitable for vehicular parking and for the stockpiling and storage of equipment and materials. These facilities shall be for the use of personnel for all trades of the project.
- B. The General Contractor shall keep such area free of debris, obstructions, standing water and provide necessary barricades.

#### 1.8 GUARANTEES

- A. Whenever within one year of beneficial occupancy any of the General Contractors is notified in writing by either the Architect or the Owner, that any item of equipment, material and/or workmanship has proved defective or is not in any way meeting the specification requirements, he shall immediately replace, repair or otherwise correct the defect or deficiency without cost to the Owner.
- B. The General Contractor's liability for defects in materials and labor shall not be limited to less than the legal limit of liability in accordance with the laws of the State of New York.
- C. The General Contractor shall submit all guarantees, warranties, bonds and operating manuals to the Construction Manager and Architect prior to receipt of final payment, for all work, materials and equipment provided under their contract.

#### 1.9 AVAILABILITY OF MATERIALS

- A. The General Contractor shall review the availability of the materials specified and/or shown on drawings and must notify the Construction Manager or Architect of any materials that will cause any delays in the construction of the project.
- B. The delivery times, plus a list of alternate materials proposed, including additions or deductions in cost must be submitted in writing to the Construction Manager or Architect for his review within two weeks after the award of the contract.
- C. All materials must be provided as specified unless approved equal by the Architect.



## 1.10 PROTECTION OF MATERIALS

- A. The General Contractor shall bear the sole responsibility for the care and protection of his respective materials and work installed in the building and materials stored on the site for which payment has been made, and for the restoration of damaged or stolen materials, at no additional cost to the Owner.

## 1.11 REQUIRED INSURANCE

- A. Before commencing the work, the General Contractor shall furnish to the Owner a certificate or certificates of insurance in form satisfactory to the Owner, showing that he has complied with the general conditions.
- B. The kinds and amounts of insurance are as follows:
1. Workmens' Compensation Insurance a policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41 as amended of the Workmens Compensation Law, covering all operations under the contract, whether performed by him or by his subContractors.
  2. Liability and Property Damage Insurance limits of not less than:
    - \$ 500,000.00 Each Person
    - \$1,000,000.00 Each Accident
    - \$1,000,000.00 Aggregatefor all damages arising during the policy period, shall be furnished in the following types.
    - a. General Contractor's Liability Insurance: issued to and covering the liability for damage imposed by law upon each sub-Contractor with respect to all work performed by said sub-Contractor under the contract.
    - b. General Contractor Protective Liability Insurance: issued to and covering the liability for damages imposed by law upon each Contractor with respect to all work under the contract performed for the General Contractor.
    - c. Protective Liability Insurance: issued to and covering the liability for damages imposed by law upon the Owner.
    - d. Completed Operations Liability Insurance: issued to and covering the liability for damages imposed by law upon the Contractor between the date of final cessation of work and the date of final acceptance thereof.
    - e. Automobile Liability Insurance: covering all vehicles owned and hired in the amount of \$500,000.00/\$1,000,000.00 bodily injury and \$1,000,000.00 property damage.
    - f. All Risk-Builders Risk Insurance provided in the amount equal to the total amount of the Bid.

## 1.12 NON-ASSIGNABILITY OF CONTRACT

- A. The General Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, or of his right, title or interest therein, or his power to execute such contract to any other person, company, or corporation, without previous consent in writing of the Owner. If the Contractor shall, without previous written consent herein provided for, assign, transfer, convey, sublet, or otherwise dispose of same, or his right, title, or interest therein, or his power to execute such contract to any other person, company or other corporation, the Owner shall revoke and annul said contract, and the Owner shall thereupon be relieved and discharged from any and all liability and obligations,



growing out of this contract to the Contractor and the person, company or other corporation to whom he shall assign, transfer, convey, sublet or otherwise dispose of same, and the Contractor and his assignees, transferees or sublessees, shall forfeit and lose all money theretofore earned under said contract, except so much as may be required to pay his employees; provided that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor for the benefit of his creditors made pursuant to the statutes of the State of New York.

#### 1.13 LAYOUT OF THE WORK

- A. The General Contractor shall verify all lines, levels and dimensions as shown on the drawings and he shall report any errors or inconsistencies to the Architect before commencing work.

#### 1.14 INQUIRIES

- A. The Owner will not be responsible for any explanations or interpretations of the Construction Documents. All inquiries are to be directed to the office of **SILVESTRI ARCHITECTS PC**.

#### 1.15 COMPLIANCE WITH FEDERAL, STATE AND MUNICIPAL ORDINANCES

- A. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through omission or otherwise any such provision is not inserted, or it is not correctly inserted, it shall be physically amended to make such insertion.
- B. These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all time, by applicable provisions of the Federal law(s), including, but not limited to those statutes referred to elsewhere in this contract and the latest amendments thereto.

#### 1.16 RESPONSIBILITY FOR DAMAGE

- A. The General Contractor shall be responsible for all damages to life and property due to his operations. He shall be responsible for all parts of his work, both temporary and permanent, until the work under this contract is accepted by the Owner.
- B. He shall protect, indemnify, save harmless and defend the Owner from suits, actions, damages and costs of every name and description, resulting from the work under this contract, and the Owner may retain sufficient monies from the amount due or to become due the Subcontractor as may be necessary to satisfy any claim or damages filed against the Owner.
- C. He shall be responsible for damages to work of other Subcontractors which are the result of his operations. Should the General Contractor believe that the work shown by the drawings or specifications is not calculated when executed to procure safe and substantial results, or if any discrepancy appears, it is his duty to immediately notify the Architect and the Construction Manager in writing, stop work on same and await the written instructions of the Architect.



## 1.17 DEFECTIVE WORK AND MATERIALS

- A. Any material or work found on inspection to be defective or not in strict conformance with requirements of drawings and specifications, or defaced or injured through the acts of fire or elements or any other cause shall be removed immediately from the premises and satisfactory materials or work or both, substituted therefore without delay.
- B. If the General Contractor does not remove such work or materials condemned by the Construction Manager or Architect within the time limit fixed by written notice, the Owner may cause the same to be done and may store all materials at the expense of the General Contractor. If the General Contractor does not pay the expense of such removal within ten (10) days written notice, sell such materials at auction, or at a private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Subcontractor.
- C. No previous inspection or certificates of payment shall be held as an acceptance of defective work or materials, or to relieve the General Contractor from the obligations to furnish sound materials and perform satisfactory work in accordance with contract requirements.

## 1.18 SHOP DRAWINGS

- A. The General Contractor shall provide the Architect with a .pdf of all necessary shop drawings and information as may be required for the execution of the work. The manufacture or fabrication of any material or the performance of any work prior to approval of shop drawings will be entirely at the risk of the Contractor.
- B. The General Contractor shall submit to the Architect with such promptness as to cause no delay in his work or in that of any other Contractors employed on this work, copies of all shop or setting drawings required for the proper execution of the work herein specified.
- C. Each shipment of drawings must be accompanied by a letter of transmittal, giving name of Subcontractor, list of drawings included, with each drawing marked with the name and location of project and each series of drawings numbered consecutively.
- D. All shop drawings and samples be thoroughly checked by the General Contractor for compliance with the Contract Documents before submitting them to the Architect for approval and all shop drawings shall bear the General Contractor's stamp of approval certifying that they have so been checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the Architect's opinion, are incomplete contain numerous errors or have not been checked or only checked superficially will be returned unchecked by the Architect for resubmission by the General Contractor. In checking shop drawings, the General Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work.
- E. Shop drawings shall be submitted in the order and time required for construction. Shop drawings submitted ahead of time required for construction will be held by the Architect for checking in the order as above set forth.
- F. Under no condition will any claim for delay in the completion of contracts due to shop



drawings being held by the Architect for the necessary and proper time for checking be recognized.

- G. If it is found necessary to make changes in shop drawings, two prints will be returned to the General Contractor, who, after making correction indicated, shall furnish, without charge, four additional copies. The General Contractor shall continue to furnish drawings as above mentioned until all drawings are satisfactory to the Architect, who, however, will not be responsible for their accuracy.
- H. If, during the checking and return of checked prints, the General Contractor makes any additional changes or corrections on the original shop drawings, he shall call attention to each marking on the prints by a letter written to the Architect.
- I. It is understood that the approval (NO EXCEPTION TAKEN) of any shop drawings by the Architect in no way relieves the General Contractor from assuming the responsibility for the accuracy of same, nor does it relieve the General Contractor from any of the required conditions as set forth in these specifications or accompanying drawings.
- J. Shop Drawings without the approved stamp of the Architect will not be permitted on the premises. Actual fabrication of the work will not proceed until these shop drawings have received the approved stamp of the Architect.
- K. Shop Drawings shall consist of, but not be limited to, fabrication, erection and setting drawings, schedule drawings, manufacturer's scale drawings, wiring and control diagrams, cuts or entire catalogs, pamphlets, descriptive literature and performance and test data. Prior to submission of shop drawings on mechanical and electrical work, the Contractor shall submit lists of such equipment as required, for approval. Where practical, drawings shall be submitted in the form of a reproducible print, along with one set of white prints.
- L. Reproductions of Contract Documents for use as shop drawings for materials specified and/or shown, WILL NOT be permitted.

#### 1.19 RECORD DRAWINGS

- A. As Built Drawings
  - 1. All Contractors shall have prepared and submit at the completion of the project "As Built" drawings for their work at the General Contractors expense as follows:
    - a. One .pdf set
- B. Record Drawings
  - 1. Maintain a white-print set (blue-line or black line) of Contract Drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either Contract Drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change-order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover



sheets, and print suitable titles, dates and other identification on cover of each set.

- C. Maintenance Manuals
  - 1. Organize maintenance and operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

#### 1.20 SUBSTANTIAL COMPLETION AND DATE OF COMPLETION

- A. A contract shall be deemed to be "substantially complete" when all work has been satisfactorily completed except for "punch list" items and those of a minor nature which may be, at the present time, beyond the Contractor's control, or delayed in completion with the concurrence of the Owner or Architect.
- B. Final certificate will be issued when punch list items of final inspection are complete, with the exception of items that cannot be completed at once through no fault of the Contractor, or when certain pieces of punch list work are held up at Owner's or Architects request. If such items are, in the opinion of the Architect, substantial in nature, an amount sufficient to cover the reasonable cost of their correction as determined by the Architect, may be withheld from payment due under the final certificate until they have been corrected and subsequently approved by the Architect.

#### 1.21 FINAL CERTIFICATE OF OCCUPANCY

- A. The General Contractor, prior to and before turning the building over to the Owner, shall apply for, and obtain a Certificate of Occupancy.
- B. All required inspections for Certification of Occupancy by governmental agency shall be the responsibility of the General Contractor.

#### 1.22 RIGHT OF OCCUPANCY

The Owner shall have the right to take possession of any portion of the project after the Certificate of Substantial Completion and Certificate of Occupancy by the local building officials have been issued.

#### 1.23 CLEAN-UP

- A. Periodic Cleaning - The General Contractor shall at all times, during construction, keep the site free from the accumulation of waste materials and rubbish, resulting from their respective work. Removal of waste materials and rubbish must be done at least once a week.
- B. Final Clean-Up
  - 1. Upon completion of the project the General Contractor shall clean the interior and exterior of the building, so all areas are ready for occupancy by the Owner without need for further cleaning.



2. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instruction for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
    - a. Remove labels which are not required as permanent labels.
    - b. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finished, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
    - d. Wipe surfaces of mechanical and electrical equipment clean.
    - e. Remove debris and surface dust from limited-access spaces.
    - f. Vacuum clean carpeted surfaces and similar soft surfaces.
    - g. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
  3. Clean kitchenette equipment to a condition of sanitation ready and acceptable for intended food service use.
    - a. Clean light fixtures and lamps so as to function with full efficiency.
    - b. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petrochemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even textured surface.
- C. Damaged Work - Any damages to building materials, finishes or equipment, shall be repaired or replaced by the General Contractor to the satisfaction of the Architect without cost to the Owner.

#### 1.24 UNLOADING AT SITE

- A. Materials shall be unloaded at the site at the expense of the Contractor furnishing such materials, unless otherwise specified.

#### 1.25 OBLIGATION OF CONTRACTOR

- A. At the time of awarding contracts, each Contractor will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any Contractor to receive or examine any form, instrument or document shall in no way relieve any Contractor from any obligation in respect of his contract.

#### 1.26 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operation the General Contractor shall examine work performed by others to which their work adjoins or is applied and shall report to the Architect any conditions that will prevent satisfactory accomplishment of their contract. Failure to notify



the Architect in writing of deficiencies or fault in preceding work will constitute acceptance thereof and waive any claim of unsuitability.

1.27 SUB-SURFACE DATA

- A. Sub-surface soil investigations have been made and results are incurred at the end of this section. Data shown is for general information of bidders and is not guaranteed. Bidders are expected to examine the site and record of investigations and then decide for themselves the character of the materials to be encountered.

END OF SECTION



**SECTION 10221 FIXED GLASS PANEL PARTITIONS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification sections apply to work of this section.

**1.2 DESCRIPTION OF WORK**

- A. Section includes fixed, frameless glass panel partitions.

**1.3 QUALITY ASSURANCE**

- A. American Architectural Manufacturers Association (AAMA): [www.aama.org](http://www.aama.org).
1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum
- B. American Society of Civil Engineers/Structural Engineering Institute (ASCE/SEI): [www.asce.org](http://www.asce.org):
1. ASCE/SEI 7 Minimum Design Loads for Buildings and Other Structure.
- C. ASTM International (ASTM): [www.astm.org](http://www.astm.org):
1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.
  2. ASTM B221/ASTM B221M Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
  3. ASTM C1048 Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass
  4. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
  5. ASTM E90 Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
  6. ASTM E413 Classification for Rating Sound Insulation.
- D. Builders Hardware Manufacturers Association (BHMA): [www.buildershardware.com](http://www.buildershardware.com):
1. ANSI/BHMA A156 Series.
- E. Code of Federal Regulations
1. 16 CFR 1201 Safety Standard for Architectural Glazing Materials
- F. International Code Council (ICC): [www.iccsafe.org](http://www.iccsafe.org):
1. ICC A117.1 Accessible and Usable Buildings and Facilities (ANSI).

**1.4 SUBMITTALS**

- A. Product Data: For each glass panel partition and door component specified, including
1. Glass panels.
  2. Frame and sill tracks.
- B. Shop Drawings: For fixed glass panel partitions.
1. Include plans, elevations, sections, and details. Provide numbered panel



2. installation sequence.
2. Show locations and requirements for tracks, bracing, blocking, and attachments to other work.

### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced Installer equipped and trained for installation of glass panel partitions required for this Project with record of successful completion of not less than five projects of similar scope.
- B. Single Source Responsibility: Provide glass panel partitions and associated hardware by a single manufacturer through a single source.

### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials in accordance with the manufacturer requirements.
- B. Protect from damage during delivery, handling, storage and installation.
- C. Protect installed materials from damage due to abrasion or other effects before, during and after installation. Keep units in manufacturer's protective packages until time of installation.

### 1.7 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a one year period after date of Substantial Completion.
- C. Provide five year manufacturer warranty against excessive degradation of metal finishes. Include provision for replacement of units with excessive fading, chalking, or flaking.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis-of-Design Product: C.R. Laurence Co., Inc; CRL Clear View Series Frameless Glass Wall Office System: [www.crl-arch.com](http://www.crl-arch.com). [or comparable products of other manufacturer approved by Architect.

### 2.2 PERFORMANCE REQUIREMENTS

- A. Acoustical Performance: Provide glass panel partition tested by qualified testing agency as follows:
  1. Sound-Transmission Requirements: Tested for laboratory sound-transmission loss performance according to ASTM E90, determined by ASTM E413, and rated for not less than STC indicated.

### 2.3 GLASS PANEL PARTITIONS



- A. Frameless Glazed Interior Wall Assembly: Factory fabricated assemblies consisting of full-width and height glass panels fastened with low profile sidelite aluminum rail fittings on top and bottom edge of glass wall.
1. Configuration: As indicated on drawings.
  2. Full Length Top and Bottom Sidelite Rails: 2-5/16 inch (59 mm) high by 1-1/2 inch (38 mm) deep with end caps.
  3. Sidelite Fittings, Clad Finish: Satin anodized.
  4. Glass Thickness: 1/2 inch (12.7 mm), tempered.
  5. Designed to withstand normal operation without damage, racking, sagging, or deflection.
  6. Coordinate wall and door assembly preparation and provide hardware as necessary for fully operable installation.
  7. Finished metal surfaces protected with strippable film.
  8. Factory assembled to greatest extent practical; may be disassembled to accommodate shipping constraints.

## 2.5 MATERIALS

- A. Glass: Flat glass meeting requirements of ASTM C1036, Type I - Transparent Flat Glass, Class 2 - Tinted, Quality Q3, fully tempered in accordance with ASTM C1048, Kind FT, and as follows:
1. Thickness: As indicated.
  2. Color: Grey tint; low iron.
  3. Prepare glazing panels for indicated fittings and hardware before tempering.
  4. Polish edges that will be exposed in finished work to bright flat polish.
  5. Temper glass materials horizontally; visible tong marks or tong mark distortions are not permitted.
- B. Aluminum Components: Conforming to ASTM B221 (ASTM B221M), Alloy 6063, T5 Temper.
- C. Sealant: One-part silicone sealant, conforming to ASTM C920, clear.

## 2.6 FINISHES

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41 Clear anodic coating not less than 0.7 mils (0.018 mm) thick.

## 3.0 EXECUTION

### 3.1 EXAMINATION

- A. Examine partition substrates to determine if work is within glass panel partition manufacturer's required tolerances and ready to receive work. Proceed with installation of partitions once conditions affecting installation and performance of partitions meet manufacturer's requirements.
- B. Verify that partition construction adjacent to acoustically-rated glass panel partitions complies with requirements of ASTM E557.



**3.1 INSTALLATION**

- A. General: Comply with glass panel partition manufacturer's written installation instructions and approved shop drawings.
- B. Install glass panel partitions after other finishing operations have been completed.
- C. Set units level, plumb and true to line with uniform joints.
- D. Fasten glass panel partition framing to building structure and supports as indicated on approved shop drawings, utilizing approved fasteners and spacing.
- E. Set framing in continuous bed of sealant or in positive contact with preformed gasket where indicated.
- F. Install glass markings in accordance with governing codes.

**3.2 ADJUSTING**

- A. Adjust hardware to produce a tight, uniform fit.
- B. Replace damaged panels and accessories.

**3.3 CLEANING**

- A. Clean glass panels in accordance with glass manufacturer's written instructions. Do not use cleaning agents or methods not approved by glass manufacturer.
- B. Clean exposed metal surfaces to factory new appearance.

END OF SECTION