

BID DOCUMENTS

WITH

UTILITY BUILDING CONSTRUCTION

**HOMeward BOUND ADIRONDACKS RETREAT SITE
SGT CARLTON A. CLARK VETERANS CENTER
12801 STATE HWY 30
TOWN OF MALONE
FRANKLIN COUNTY
NEW YORK**



THOMAS A.H. PAHLER, P.E. - LICENSE NO. 064413

PREPARED BY:

THOMAS AH PAHLER, PE

Civil and Environmental Engineering Services

7081 State Highway 56

Norwood, New York 13668

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APRIL 22, 2024

TAHP PROJECT NO. 7215-1R-24

UTILITY BUILDING CONSTRUCTION

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UTILITY BUILDING CONSTRUCTION

SECTION 00010 ADVERTISEMENT TO BID

The Homeward Bound Adirondacks will receive sealed bids for the proposed construction of the Utility Building to be undertaken at the Homeward Bound Adirondacks Retreat Site, 12801 State Hwy 30 Malone, New York. The project generally consists of ground preparation within 20 ft of building limits, construction of the building to include and not limited to foundation installation, wood framing, insulation, siding, doors, windows, pre-engineered roof trusses, roof system, in-slab hydronic heat system, ventilation system, plumbing with drainage and water distribution, electrical power distribution, and lighting, interior and exterior finishes and provide bathroom amenities with the building, as well as, exterior trenching from the drilled well to the building and extending underground power distribution from the Shed Building to the Utility Building. These underground infrastructure connections may also be extended to the bordering ADA Cabin Building Site as a potential option, to be determined.

PROJECT: UTILITY BUILDING CONSTRUCTION

at the following place:

SITE: HOMEWARD BOUND ADIRONDACKS RETREAT SITE
SGT CARLTON A. CLARK VETERANS CENTER
12801 STATE HWY 30
MALONE, NEW YORK 12953

BID DUE DATE: MAY 31, 2024

TIME: 3:30 P.M. LOCAL TIME

ATTENTION: MARK MOELLER, CHAIRMAN OF THE BOARD
(mark.moeller59@gmail.com)
HOMEWARD BOUND ADIRONDACKS (Office)
PO BOX 1100
24 DEPOT STREET
SARANAC LAKE, NEW YORK 12983

The Information for Bidders, Bid Form, Form of Agreement, Plans, Specifications, and other contract documents may be examined at:

HOMEWARD BOUND ADIRONDACKS, 24 DEPOT STREET, SARANAC LAKE, NEW YORK (518)354-5144

Copies may be obtained at the Office, coordinated with an advance phone call. Should copies be requested by mail delivery, a check made out for the amount of \$50.00 (non-refundable) shall be made payable to HOMEWARD BOUND ADIRONDACKS to cover cost of mailing and handling the plans and specifications via regular mail service. The Contract Documents will also be posted on the Homeward Bound Adirondacks Website:
www.homewardboundadironacks.org

The Owner reserves the right to waive any informalities in or to reject any or all bids, or any part of any bid.

Bids shall be accompanied with a signed, "Non-Collusive Bidding Certificate".

No Bidder may withdraw his bid within 45 days after the actual date of the opening thereof.

The bids shall not include sales and compensating use tax, with the cost of materials within the scope of construction with the project. The bids are not required to include prevailing wages and compliance with Wicks law.

Veteran, Minority and Women Owned Businesses are encouraged to respond.

Homeward Bound Adirondacks is an equal opportunity organization. All qualified Veteran, Minority and Women Owned Businesses will be afforded equal opportunity without discrimination because of race, color, religion, national origin, sex, age, disability or sexual preference.

UTILITY BUILDING CONSTRUCTION

SECTION 00100 INFORMATION FOR BIDDERS

PART 1 GENERAL

1.01 Receipt and Opening of Bids

The Owner invites and will receive bids on the appropriate forms until the time and at the place stated in the attached notice. Bids must be submitted in sealed envelopes addressed to the Owner, at the referenced address, and bear the specific project contract name and the name of the contractor.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope bearing the Owner's address as given in the notice.

1.02 Informalities, Waivers and Withdrawals

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids.

Any bid may be withdrawn prior to this scheduled deadline for receipt of bids or authorized postponement thereof, but no bid may be withdrawn within forty-five (45) days after the actual date of the opening thereof. Any bid received after the time and date specified will not be considered and will be returned unopened.

1.03 Bid Preparation Instructions

Unless otherwise noted thereon, all blanks on the Bid Forms must be appropriately filled in with ink and with both words and figures and the bid must be properly executed. Do not use the Bid Forms from this binder. Use Bid Form copies thereof. The Bid Forms consist of the Bid Proposal, Non-Collusive Bidding Certification, and Statement of Contractors Qualifications.

All Contract Documents, except the Contract Drawings (which are separately bound but made a part hereof) and any Addendum, are contained in this binder.

Bids are to be returned in a sealed envelope by Friday, May 31, 2024 at 3:30 PM. Envelopes must be marked "**UTILITY BUILDING CONSTRUCTION**" and "**CONTRACTOR NAME**" to the attention of Mark Moeller, Chairman of the Board, Homeward Bound Adirondacks, PO Box 1100, 24 Depot Street, Saranac Lake, New York 12983. If bid submission is by mail, the sealed envelope containing the bid and bearing the

UTILITY BUILDING CONSTRUCTION

aforementioned notations, must be enclosed within another mailing envelope.

1.04 Addenda and Interpretations

No verbal interpretation of the intent of any of the Contract Documents will be made before receipt of bids. Should there be questions, they must be presented in writing to Thomas AH Pahler, PE, Project Engineer, 7081 State Hwy 56, Norwood, New York 13668, and to be given consideration of at least seven (7) days prior to the date set for the opening bids, for a published response to all bidders.

Any interpretation and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent by e-mail to all holders of Contract Documents, no later than 24 (twenty four) hours prior to the bid opening.

Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All Addenda so issued, shall become part of the Contract Documents.

1.05 Contract Documents

The Bidder shall thoroughly examine and familiarize himself with the Plans, Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to examine the Contract Documents and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

1.06 Collateral Work

Each Bidder shall inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder, as Contractor, of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible; the Contractor, in carrying out the work, shall employ such methods or means as will not cause any interruption of or interference with the work of other Contractors.

1.07 Site Conditions

Each Bidder must familiarize him/herself with the existing site conditions with regard to access to the work area, amount of materials required and other pertinent information for preparation of a bid. An on-site meeting may be held on Friday, May 17, 2024 at 10:00 AM, weather & field conditions permitting, which would be intended to field depict the work area and briefly describe the project. Attending the on-site meeting is not a requirement for

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submitting a bid on the project, but is strongly recommended to effectively understand the complete scope, limits, details and field conditions with the project.

PART 2 BIDDERS

2.01 Qualifications for Bidders

The Owner reserves the right to make such investigation as he may deem necessary or advisable to determine any Bidder's ability to do the work and the Bidder shall furnish to the Owner, on request, all data and information pertinent thereto. The Owner reserves the right to reject any bid if such investigation fails to satisfy the Owner that the Bidder is fully qualified to do the work.

Conditional bids will be considered informal and will be rejected.

2.02 Obligations of Bidders

At the time of the opening of bids, each Bidder will be presumed to have informed himself fully of the scope and conditions relating to the work and labor required for the work, and to have read and acquainted himself with all the Contract Documents. Failure to do so will not relieve the Bidder who is awarded the Contract, of his obligation to complete the work for the price or prices bid, or of any other obligation under the contract. The failure or omission of any Bidder to receive or examine any Contract Document shall on no way relieve him from any obligation in respect to this bid.

2.03 Bid Security

There is no Bid Security required with the contract.

2.04 Liquidated Damage for Failure to Execute Contract

Not Applicable.

2.05 Taxes

State and local sales taxes on materials incorporated into construction shall not be included within the Bid.

PART 3 LOWEST BID AND CONTRACT AWARD

3.01 Discrepancy in Bids

In the event a discrepancy exists in any Bid between the prices written in words and the prices written in figures, the prices written in words shall govern.

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3.02 Lowest Bidder

Bids will be compared on the basis of the totals. Such total in each bid shall be the sum of all lump sum prices plus the sum of all the extensions of unit prices offered for any alternative items included and making deductions for any deductible alternates offered and accepted.

3.03 Owner Options

The Owner reserves the option to waive any formalities, reject any or all bids, or any part of any bid and may enter into negotiations with any bidder. The Owner may also rebid the project, in order to meet their budgetary requirements.

3.04 Bid Award

Award of Contract will be made to a qualified bidder, whose bid complies with all the provisions required to render it formal, is financially acceptable to the Owner and who has demonstrated a commitment for a compatible working relationship with the Owner, for the duration of the project.

PART 4 MISCELLANEOUS

4.01 Assignment

The successful Bidder to whom any Contract shall be let, granted or awarded shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of his right, title or interest therein or his power to execute such Contract, to any person or corporation without the prior consent in writing of the Owner.

4.02 Work Schedule

The Contractor must submit a proposed work schedule.

4.03 Power of Attorney

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

4.04 Laws and Regulations

The Bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

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4.05 Substitutions

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference of brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue, and if, in the opinion of the Owner, such material, article, or piece of equipment is of equal substance and function to that specified, the Owner may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.06 Surveys, Permits, Regulations

The Owner shall furnish all surveys to establish base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown on the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction, such as grade stakes, stake pipe locations and other working points, lines, elevations and cut sheets.

Permits and licences of a temporary nature necessary for undertaking the work, shall be secured and paid by the Contractor, unless otherwise stated within the Contract Documents.

4.07 Insurance

The Contractor shall purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for those acts any of them may be liable.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Owner. Insurance policy certificates shall also specifically list and name the Homeward Bound Adirondacks and Thomas AH Pahler, PE, as primary

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additionally insured.

The Contractor shall procure and maintain General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, where such operations be by the Contractor, by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

4.08 Commencement and Completion

Upon execution of the Contract, the respective Contractor will be notified to proceed with the work. The Contractor shall commence work on or before a date to be specified in a written "Notice to Proceed" by the Owner, and shall be fully completed within the given number of calendar days thereafter. The Owner will mail the "Notice to Proceed" at least ten (10) days prior to the date set for commencement of the work.

4.09 Contract Drawings

The Contract Drawings consist of a package of seven, 24 inch by 36 inch sheets, bound with these Contract Documents.

4.10 Work Conferences

After the award of contracts a pre-construction conference will be held at the site to be attended by representatives of the Owner, Municipality and the Contractor. Additional conferences will be scheduled as necessary, as the work progresses.

UTILITY BUILDING CONSTRUCTION

4.11 Discrepancy in Contract Drawings

Whenever a discrepancy is noted in the contract documents, the more stringent or most conservative shall govern.

END OF SECTION

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SECTION 00300
BID FORM
GENERAL CONSTRUCTION

PLACE: 12801 State Hwy 30
Malone, New York 12953

DATE: _____

PROJECT NO. TAHP 7215-24

Proposal of _____ (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of _____, * a partnership or an individual doing business as _____.

To: HOMEWARD BOUND ADIRONDACKS (hereinafter called "Owner").

Gentlemen/Women:

The Bidder, in compliance with your invitation for bids for the UTILITY BUILDING CONSTRUCTION, having examined the plans and specifications with related documents and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 240 consecutive calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

*Insert corporation, partnership or individual as applicable.

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Bidder agrees to perform ALL of the work described in the Contract Documents for the following lump sum of:

_____ Dollars (\$ _____).
(words) (figures)

* The above referenced lump sum bid includes the following components:

a) Heating & Ventilation:

_____ Dollars (\$ _____).
(words) (figures)

b) Electrical Power Distribution and Lighting:

_____ Dollars (\$ _____).
(words) (figures)

c) Plumbing & Plumbing Fixtures:

_____ Dollars (\$ _____).
(words) (figures)

Amount is to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder understands that the Owner reserves the right to reject any or all bids, components thereof and to waive any informalities in the bidding, including Bidder substitutions with any of the three referenced components, if the Owner finds it to be appropriate with respect to a price and quality perspective.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

Respectfully submitted:

(Bidder)

(SEAL-if bid is by a Corporation)

By: _____

Typed Name: _____

Title: _____

Address: _____

END OF SECTION

UTILITY BUILDING CONSTRUCTION

**SECTION 00320
NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder, or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one.

Date: _____, 20__

(*Name of Bidder)

at _____
(Address of Bidder)

SEAL (If Bid is by a Corporation) Telephone: _____

(Signature of Bidder)

Typed: _____

Title: _____

*Insert Bidder's name: If a corporation, give the state of incorporation using the phrase "a corporation organized under the laws of the State of", if a partnership, give the name of partners, using also the phrase "co-partners trading and doing business under the firm name and style of", if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

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SECTION 00350
STATEMENT OF CONTRACTOR'S QUALIFICATIONS

This statement must be submitted by the Contractor with his proposal. All questions must be answered and the data given must be clear and comprehensive.

1. Name of Bidder _____
Contact: _____ PHONE/FAX NOS.: _____
E-Mail: _____
2. Permanent Main Office Address: _____
3. When organized or began business: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name? _____
6. Have you ever failed to complete any work awarded to you? _____
If so, where and why _____
7. Will you, upon request, submit a detailed financial statement and furnish the following information that may be required by the owner? _____
 - Contracts on hand: (indicate location, client, gross amount of each contract, approximate anticipated dates of completion, A/E name, address and contact person).
 - List of contracts of a similar nature performed within the past two years with location, client, gross amount, date of completion, A/E name, address and contact person.
 - List of major equipment owned and available within 10 days of award of this contract.
 - Background and experience of the principal members of your personnel, including the officers.
 - Credit available (written evidence).
 - Such statements, if required, shall be notarized and delivered to the Owner within three (3) days of written or verbal request. (Contractor may, at his discretion, elect to submit information as delineated under No.7 with his Bid Proposal.)
8. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in certification of the recitals comprising this Statement of Contractor's Qualifications.

Dated at _____ this _____ day of _____, 20____.

NAME OF CONTRACTOR

By: _____

Title: _____

END OF SECTION

UTILITY BUILDING CONSTRUCTION

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024, by and between Homeward Bound Adirondacks, hereinafter called "Owner"(Name of Owner) (an individual) and _____

_____ doing business as (an individual), (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the Utility Building.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. With the exception of select items identified in the bid form, that may be provided by others as determined by Homeward Bound Adirondacks.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 7 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 240 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT TO BID
 - B. INFORMATION FOR BIDDERS
 - C. BID FORM
 - D. NON-COLLUSIVE BIDDING CERTIFICATE
 - E. FORM OF AGREEMENT
 - F. NOTICE OF AWARD
 - G. NOTICE TO PROCEED
 - H. CONTRACT CHANGE ORDER
 - I. GENERAL CONDITIONS
 - J. SUMMARY OF WORK
 - K. Drawings prepared by THOMAS AH PAHLER, PE, numbered 7215-UB1 through 7215-UB7
 - L. Addenda:
No. _____, dated _____, 2024
No. _____, dated _____, 2024

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- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in (No. of copies) _____ each of which shall be deemed an original on the date first above written.

OWNER:

By: _____

Typed Name: _____

Title: _____

(SEAL)

ATTEST:

Typed Name: _____

Title: _____

CONTRACTOR:

By: _____

Typed Name: _____

Title: _____

(SEAL)

ATTEST:

Typed Name: _____

Title: _____

END OF SECTION

UTILITY BUILDING CONSTRUCTION

**NOTICE OF AWARD
SECTION 00610**

TO: _____

PROJECT DESCRIPTION: UTILITY BUILDING CONSTRUCTION.

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and information for Bidders.

You are required by the Information for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Requested Documents within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your right arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

DATED this _____ day of _____, 20__.

Homeward Bound Adirondacks

OWNER

By: _____

Typed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

This the _____ day of _____, 20__.

By: _____

Typed Name: _____

Title: _____

END OF SECTION

UTILITY BUILDING CONSTRUCTION

**SECTION 00620
NOTICE TO PROCEED**

TO: _____ DATE: _____

PROJECT: UTILITY BUILDING CONSTRUCTION

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024, on or before _____, 2024, and you are to complete the WORK within 240 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

_____ Homeward Bound Adirondacks _____

By: _____

Typed Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

on this the ___ day of _____

20__.

By: _____

Typed Name: _____

Title: _____

Employer Identification

Number: _____

END OF SECTION

| | |
|---|------------|
| CONTRACT CHANGE ORDER | Order No.: |
| Contract for: UTILITY BUILDING CONSTRUCTION | Date: |
| Owner: | State: |
| To: | County: |

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes (Supplemental Plans and Specifications Attached) | DECREASE in Contract Price | INCREASE In Contract Price |
|--|-------------------------------|-------------------------------|
| | \$ | \$ |
| TOTALS | \$ | \$ |
| NET CHANGE IN CONTRACT PRICE | \$ | \$ |

JUSTIFICATION:

The amount of the Contract will be (Decreased)(Increased) By The Sum Of: _____ Dollars \$

The Contract Total Including this and previous Change Orders Will Be: _____ Dollars \$

The Contract Period for Completion Will Be (Increased)(Decreased)(Unchanged): _____ Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
(Owner) (Date)

Recommended: _____
(Owner's Engineer) (Date)

Accepted: _____
(Contractor) (Date)

Approved: _____
(Owner) (Date)

UTILITY BUILDING CONSTRUCTION

GENERAL CONDITIONS

- | | | | |
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1. **DEFINITIONS**

- 1.1 Wherever used in the Contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- 1.3 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.4 Bidder - Any person, firm, or corporation submitting a Bid for the Work.
- 1.5 Bonds - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.6 Change Order - A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.7 Contract Documents - The contract, including Notice to Bidders, Information For Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, and Addenda.
- 1.8 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.9 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.10 Contractor - The person, firm, or corporation with whom the Owner has executed the Agreement.
- 1.11 Drawings - The parts of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

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- 1.12 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.13 Field Order - A written order affecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.14 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.15 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the Work and establishing the date for commencement of the Work.
- 1.16 Owner - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the Work is to be performed.
- 1.17 Project - The undertaking to be performed as provided in the Contract Documents.
- 1.18 Resident Project Representative - The authorized representative of the Owner who is assigned to the Project site or any part thereof.
- 1.19 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.20 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 Subcontractor - An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.22 Substantial completion - That date certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.23 Supplemental General Conditions - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to the inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- 1.24 Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
- 1.26 Written Notice - Any notice to any party of the agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Owner, as necessary to carry out the Work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

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3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and cost, progress schedules, payrolls, reports, estimates, records and other data where applicable as may be required by the Contract Documents for the Work to be performed.
- 3.2 Prior to contract award and within 5 calendar days of bid opening the apparent bid winner shall submit construction progress schedules showing the order in which the Contractor proposed to carry on the Work, including dates at which the various parts of the Work will be started, estimated date of completion of each part and, as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and
- 3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the Drawings with Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the Drawings and included Specifications, the more stringent shall govern. Figure dimensions on Drawings shall govern over general Drawings.
- 4.3 Any discrepancies found between the Drawings and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

5. MATERIALS, SERVICES AND FACILITIES

- 5.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
- 5.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
- 5.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 5.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- 5.5 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

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6. INSPECTION AND TESTING

- 6.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.
- 6.2 The Owner shall provide all inspection and testing services not required by the Contract Documents.
- 6.3 The Owner will provide a resident project representative for the project.
- 6.4 If the Contract Documents, laws, ordinances, rules, regulations or work orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 6.5 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from the obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 6.6 The Engineer and The Engineer's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 6.7 If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 6.8 If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

7. SUBSTITUTIONS

- 7.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

8. PATENTS

- 8.1 The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information

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to the Engineer.

9. SURVEYS, PERMITS, REGULATIONS

- 9.1 The Owner shall furnish all boundary surveys, establish all base lines and information for locating the principle component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.
- 9.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 9.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for the by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Contract Documents are a variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 12, Changes In The Work.

10. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 10.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns walks, pavements, roadways, structures and utilities no designated for removal, relocation or replacement in the course of construction.
- 10.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- 10.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice an any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the Changes and deviations involved.

11. SUPERVISION BY CONTRACTOR

- 11.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be

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as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

12. CHANGES IN THE WORK

- 12.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the Work, then equitable adjustment shall be authorized by Change Order.
- 12.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

13. CHANGES IN CONTRACT PRICE

- 13.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices previously approved.
 - b. An agreed lump sum.

14. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 14.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract documents and the Work embraced shall be commenced on a date specified in the Notice To Proceed.
- 14.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- 14.3 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 14.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the contractor has promptly given Written Notice of such delay to the Owner or Engineer.
- 14.4.1 To any preference, priority or allocation order duly issued by the Owner.
 - 14.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

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14.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 14.4.1 and 14.4.2 of this article.

15. CORRECTION OF WORK

- 15.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 15.2 All removal and replacement Work shall be done at the contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.

16. SUBSURFACE CONDITIONS

- 16.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- 16.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.
- 16.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 17.1 The Owner may suspend the Work or any portion thereof for a period of not more than thirty days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 17.2 If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE

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CONTRACTOR. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

- 17.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 17.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 17.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and Engineer terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and Engineer stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.
- 17.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

18. PAYMENT TO CONTRACTOR

- 18.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.
- 18.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 18.3 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- 18.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

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- 18.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
- 18.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments made in good faith.
- 18.7 If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.
- 18.8 ESTIMATED QUANTITIES
- Not Applicable.
- 18.9 PRICES ALL-INCLUSIVE
- The price or prices herein agreed to shall be for the Work complete, and shall include the furnishing of all labor, tools, plant, equipment and materials therefore, whether required directly or indirectly, unless otherwise specified.
- 18.10 LUMP SUM PRICES
- A lump sum price stated in the Bid for an item shall be for the Work complete as described in the Specifications for the corresponding item and shall include the cost of all labor, tools, plant, equipment and materials, specified or implied, incidental to the Work of the item complete and ready for the service intended.
- 18.11 UNIT PRICE
- Not Applicable.
19. **ACCEPTANCE OF FINAL PAYMENT RELEASE**
- 19.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract documents or the Performance and Payment Bonds.

20. **INSURANCE**

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- 20.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 20.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 20.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
 - 20.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
 - 20.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
 - 20.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 20.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Owner.
- 20.3 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability insurance as hereinafter specified:
 - 20.3.1 Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, where such operations be by the Contractor by any Subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a Subcontractor employed by the contractor. Insurance shall be written with a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
 - 20.3.2 The Contractor shall acquire and maintain, Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the Project.
- 20.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

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21. ASSIGNMENTS

21.1 Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

22. INDEMNIFICATION

22.1 The contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from the against all claims, damages losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

22.2 In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any imitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

22.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

23. SEPARATE CONTRACTS

23.1 The Owner reserves the right to let other Contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

23.2 The Owner may perform additional Work related to the Project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.

23.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves it in additional expense or entitles it to an extension of the Contract time, the Contractor may make a claim thereof as provided in Sections 14 and 15.

24. SUBCONTRACTING

24.1 The Contractor may utilize the services of specialty Subcontracts on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

24.2 The Contractor shall not award Work so Subcontractor (s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.

24.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its

UTILITY BUILDING CONSTRUCTION

Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

- 24.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating and subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 24.5 Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

25. ENGINEER'S AUTHORITY

- 25.1 The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 25.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 25.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 25.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

26. LAND AND RIGHTS-OF-WAY

- 26.1 Prior to issuance of Notice To Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 26.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 26.3 The Contractor shall provide at its own expense and without liability to the owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

27. GUARANTEE

- 27.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, other Work that may be make necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

28. ARBITRATION BY MUTUAL AGREEMENT

- 28.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract

UTILITY BUILDING CONSTRUCTION

Documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be jurisdiction thereof. (Revised 2-16-83, PN 869.)

28.2 Notice of the Request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

28.3 The Contractor will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing,

29. **TAXES**

29.1 The Contractor will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the Work is performed.

END OF SECTION

UTILITY BUILDING CONSTRUCTION

SECTION 01010 SUMMARY OF WORK

PART 1 GENERAL

1.0.1 Related Documents

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Various Applicable Division Specification Sections, apply to work of this section.

1.02 Project/Work Identification

- A. General - Project name is "UTILITY BUILDING CONSTRUCTION" located at 12801 State Hwy 30, Town of Malone, in Franklin County, New York, as shown on Contract Documents prepared by THOMAS A.H. PAHLER, P.E. Drawings and Specifications are dated December 2023.

- 1. There will be one General Contract, in the context used in this Section that will include but are not limited to work to be undertaken for construction of the Utility Building.

- B. Summary of Contract Work - Briefly, the anticipated work will consist of site preparation and installation of the building foundation and construction of the building as depicted on the referenced drawings. The building location will be provided by the Owner and a reference benchmark will also be provided for field elevation control for the Contractor.

There is electrical power available on the site, that is located at the Shed Building. An underground service line will need to be extended from the referenced building to the Utility Building site.

There is a drilled well on the site that is located approximately 175 ft east of the proposed Utility Building. The well will have a submersible pump, riser pipe and electric wiring installed by the Drilling Contractor, separate from this contract. A trench and backfill is included with this contract with the trench to be excavated below the frost penetration depth, for the localized area, and be excavated from the well to the Utility Building for the water and electrical service installation, as well as, a short departure from the straight run, where a service water line for the proposed Lodge Building, will be end capped and buried.

1. General Building Envelope

- a. Remove and replace all topsoil or organic material contained soil within the footprint of the building with a clean granular material, available within the contiguous embankment containing less than 6 inches in diameter stones, to a grade just under the design engineering fill grade under the footprint of the building and peripheral support structures (eg. sidewalks and driveways).
- b. Compact the imported fill material to at least 95% maximum dry density of the fill material or field demonstrate that there is no substrate weaving of the filled subgrade with a fully loaded tandem dump truck.
- c. Install ICF foundation, peripheral foundation drainage system and subsurface service connections through or provide knockouts through the foundation walls.
- d. Stormwater & Erosion Control measures shall be undertaken with the implementation of silt fences, check dams or appropriate mitigation measures undertaken as outlined on the drawings. The disturbed area is not expected to and should be limited to not exceed one acre in plan.

UTILITY BUILDING CONSTRUCTION

- e. Construct building conforming to the plans.

2. Electrical Utility Service Extension

- a. Excavate trench from the Shed Building to the Utility Building
- b. Prepare trench for conduit and/or underground wire installation
- c. Building Contractor will install the conduit/wire
- d. Building Contractor will backfill the trench & location tape installation

3. Waterline Trench from Well to Utility Building

- a. Excavate trench from the Drilled Well to the Utility Building
- b. Prepare trench for conduit and/or underground piping installation
- c. Prepare a short trench from the main trench to the proposed Lodge Building
- d. Well Driller will install the piping and electrical wire
- e. Building Contractor will backfill the trench & location tape installation

1.03 Miscellaneous Provisions

- A. Under this Contract, the contractor shall furnish all labor, equipment and materials and shall do all work as shown on the Plans, as specified, and as directed by the Engineer, in accordance with the obvious and expressed intent of the contract to secure a complete installation. In general, the work to be performed under each contract is described in the following sections.
- B. The quality of workmanship and materials entering into the work under the various Contracts shall conform to the requirements of the pertinent sections, clauses, paragraphs and sentences, both directly and indirectly applicable thereto, in these specifications whether or not direct reference to such occurs in the Bid items.
- C. All electrical equipment being furnished and installed shall be furnished with all required integral controls which are part of the equipment, unless specifically mentioned otherwise.

1.04 Contractors Use of Premises

- A. Use of the Site - Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is permitted are not to be disturbed without prior written notice as described in item below. Conform to site rules and regulations affecting the work while engaged in project construction.
 - 1. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas approved by the Engineer. If additional storage is necessary obtain and pay for such storage off-site.
 - 2. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- B. Dust Control
 - 1. The Contractor shall take all necessary measures to control dust resulting from his operation and to prevent spillage of excavated material on public roads. When directed by the Engineer, the Contractor will sprinkle water where directed and in such quantities and at such frequencies as may be required to control such dust and prevent it from becoming a nuisance to the surrounding area at no additional cost to the Owner. All roads must be maintained dust free at all times. Daily cleaning will

UTILITY BUILDING CONSTRUCTION

be required. The use of calcium chloride will not be permitted.

C. Existing Utilities and Structures

1. Definition: The term "existing utilities" shall be deemed to refer to both publicly and privately owned utilities such as storm drains, sanitary sewers, water lines, gas, electrical and telephone services and appurtenances.
2. Locations: Where existing utilities and structures are indicated on the drawings, it shall be understood that all of the existing utilities and structures affecting the work may not be shown, and that the locations of those shown are approximate only. It shall be the responsibility of the Contractor to ascertain the actual extent and exact location of existing utilities and structures. In every instance the Contractor shall notify the proper authorities having jurisdiction and obtain all necessary directions and approvals before performing any work in the vicinity of existing utilities. All work to be performed by the Contractor as related to existing utilities shall be in compliance with 12 NYCRR53.
3. Prevention of Disruption and Damage: The work shall be carried out in a manner to prevent disruption of existing utilities. Any damage resulting from the work of this contract shall be promptly repaired by the Contractor at his own expense in a manner approved by the Engineer and further subject to the requirements of any authority having jurisdiction. Where it is required by the authority having jurisdiction that they perform their own repairs or have them done by others, the Contractor shall be responsible for all cost thereof.
4. Support and Protection: Where excavations by the Contractor require any utility lines or appurtenant structures to be temporarily supported and otherwise protected during the construction work, such support and protection shall be provided by the Contractor. All such work shall be performed in a manner satisfactory to the Engineer and the respective authority provide such support of protection as may be necessary to insure the safety of such utility, and the costs of such measures shall be paid by the Contractor.

D. Access Roads and Easements

1. The Contractor shall construct and maintain such temporary access roads and work areas as he may need to install the work. Areas shall be located within the Owner's property, unless the Contractor independently secures additional easements for his use and convenience. Additional easements must be submitted to the Owner for approval and shall be in writing, signed by the Contractor or his authorized representative and the property owner.
2. At the completion of the work, the surface of all land used for access roads and work areas shall be restored as hereinafter specified. The Contractor shall obtain a signed statement from the property owner releasing the Owner from future claims, liability or additional work related to the property.
3. In no case will the Contractor be allowed to use additional land in a wetlands or flood plain area.

E. Permits

1. The Contractor shall secure and pay for any necessary permits required for construction of the project.

1.05 Owner Occupancy

UTILITY BUILDING CONSTRUCTION

- A. Partial Owner Occupancy - The Owner reserves the right to place and install materials/equipment as necessary in areas of the work and to occupy such completed areas prior to substantial completion, provided that such occupancy does not substantially interfere with completion of the work. Such placing of materials/equipment and partial occupancy shall not constitute acceptance of the work or any part of the work.

1.06 Performance Requirements for completed Work

- A. General - The Contract Documents indicate the intended occupancy and utilization of the individual systems and facilities. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization.
- B. Prior to the time of substantial completion inspect, test and adjust the performance of every element, system or facility of the work as necessary to ensure that the overall performance is in compliance with the contract documents.

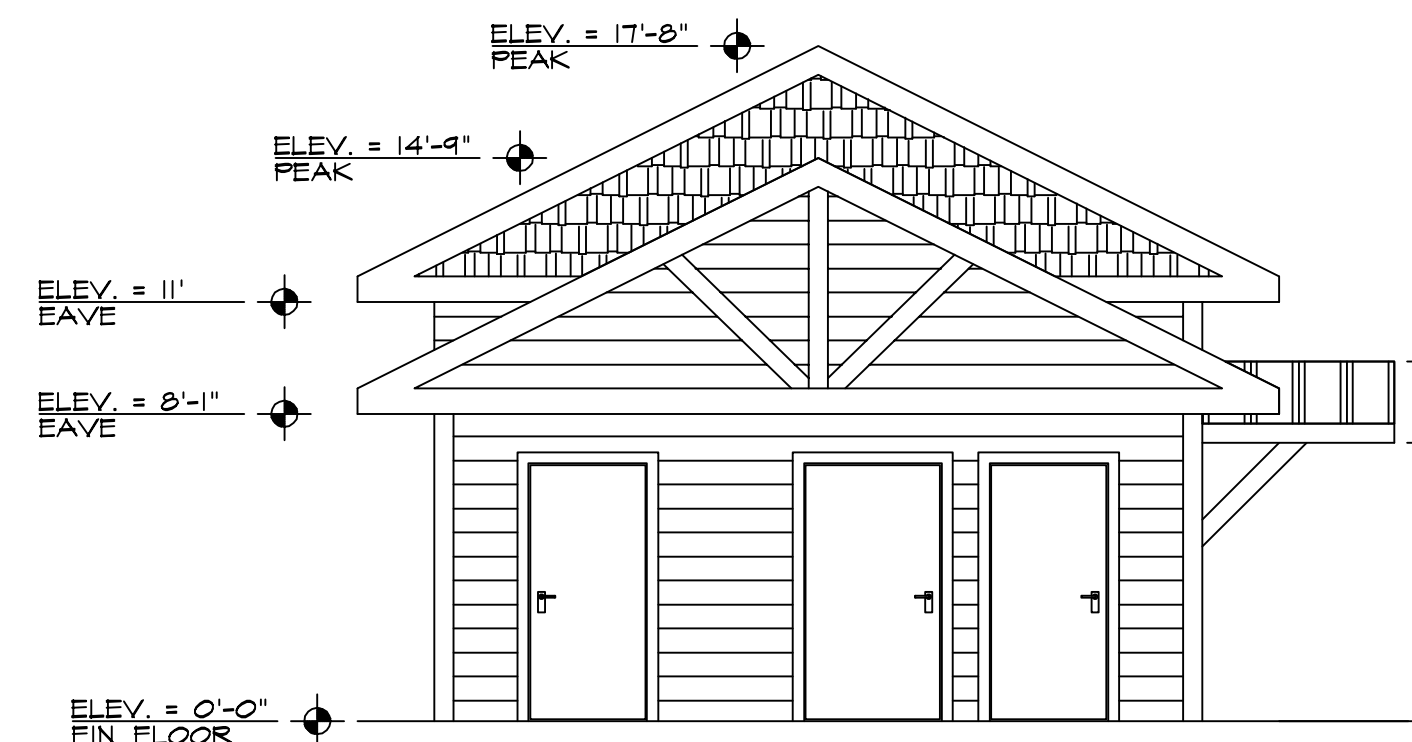
PART 2 PRODUCTS

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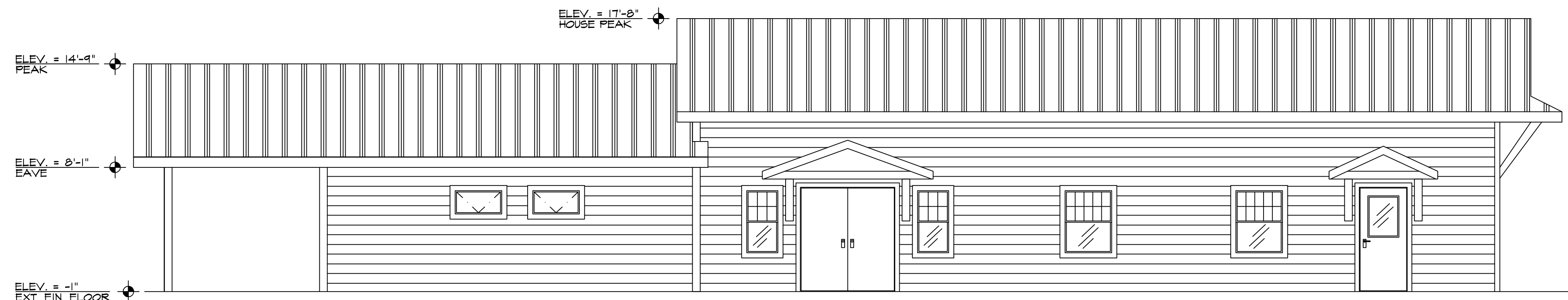
PART 3 EXECUTION

NOT APPLICABLE

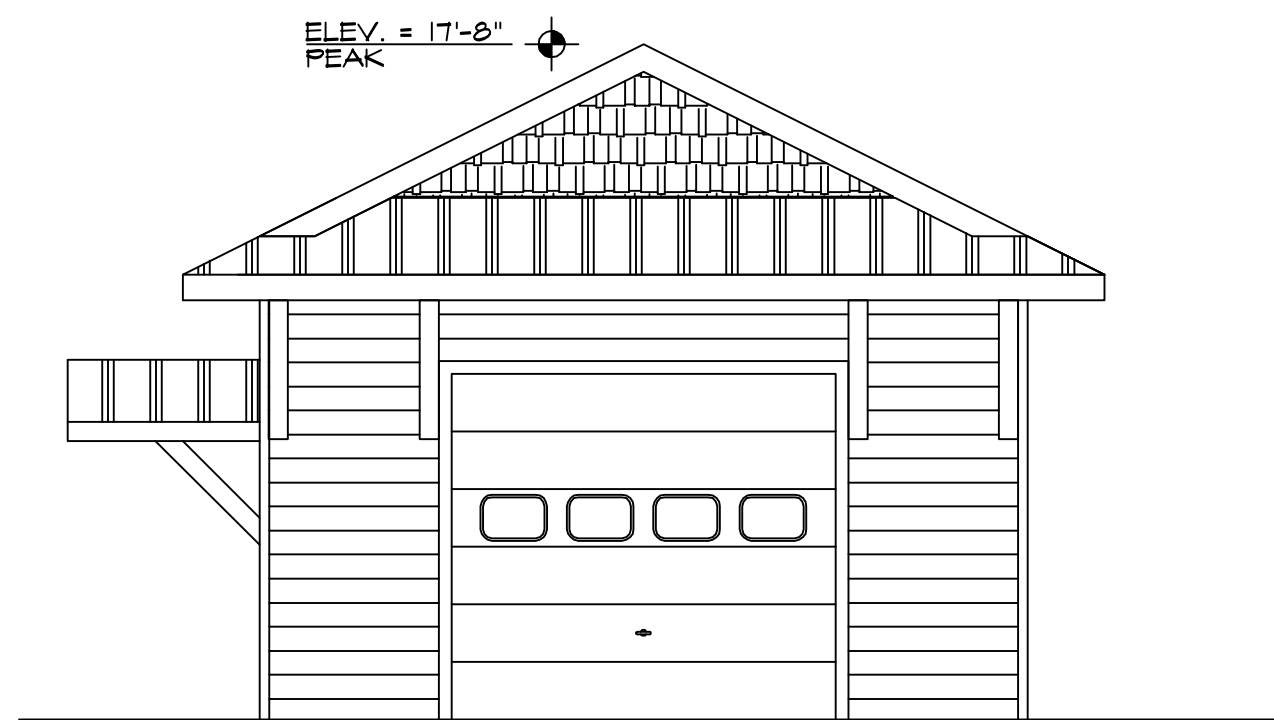
END OF SECTION



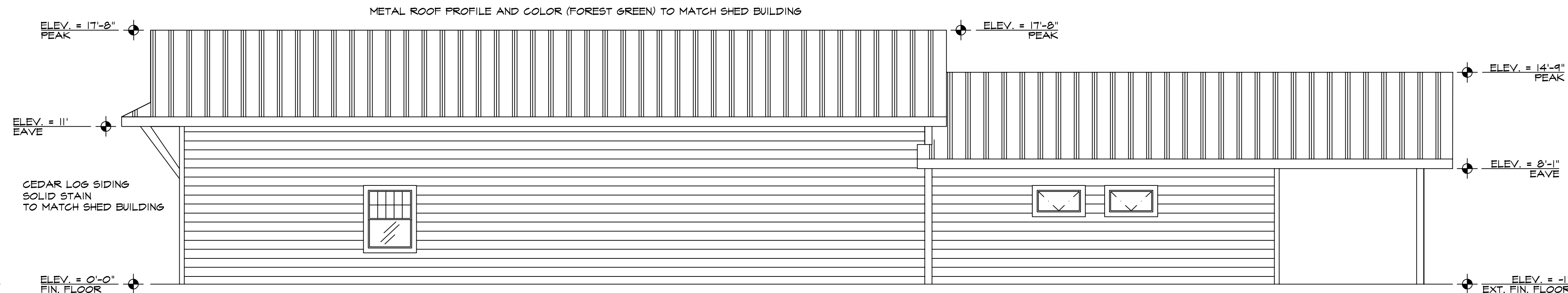
WEST ELEVATION
SCALE 1/8" = 1'-0"



SOUTH ELEVATION
SCALE 1/8" = 1'-0"



EAST ELEVATION
SCALE 1/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"

DOOR SCHEDULE

| TAG | QTY | SIZE | TYPE | SWING | REMARKS |
|-----|-----|--------------------------|--|----------------------|-----------------|
| ① | 2 | 3'-0" WIDE x 6'-8" HIGH | EXTERIOR, 6 PANEL WOOD OR INSULATED METAL/FIBERGLASS | LEFT & RIGHT OUTWARD | BATHROOMS |
| ② | 1 | 3'-6" WIDE x 6'-8" HIGH | EXTERIOR, 6 PANEL WOOD OR INSULATED METAL/FIBERGLASS | LEFT OUTWARD | ADA BATHROOM |
| ③ | 1 | 6'-0" WIDE x 6'-8" HIGH | EXTERIOR, INSULATED METAL/FIBERGLASS DOUBLE SWING (FR) | BOTH OUTWARD | MECHANICAL ROOM |
| ④ | 1 | 3'-0" WIDE x 6'-8" HIGH | EXTERIOR, INSULATED METAL/FIBERGLASS | RIGHT OUTWARD | GARAGE |
| ⑤ | 1 | 3'-0" WIDE x 6'-8" HIGH | INTERIOR, WOOD, SOLID OR METAL (FR) | RIGHT | MECHANICAL ROOM |
| ⑥ | 1 | 10'-0" WIDE x 9'-0" HIGH | EXTERIOR, INSULATED FIBERGLASS OVERHEAD DOOR | N/A | GARAGE |

- NOTES: 1) DOOR AND HARDWARE FINISHES SHALL BE SELECTED BY OWNER.
 2) HARDWARE TO BE SELECTED BY OWNER.
 3) GLASS SHALL BE INSULATED LOW E GLASS.
 4) ALL EXTERIOR DOORS SHALL HAVE KEYED LOCKS.
 5) (FR) DESIGNATES 3/4 HOUR FIRED RATED DOOR.
 6) INTERIOR DOOR TRIM WILL BE CEDAR AND STAINED COLOR PER OWNER.

WINDOW SCHEDULE

| TAG | QTY | SIZE | TYPE | GLAZING | REMARKS |
|-----|-----|-------------------------|-------------|---------------------------|-----------------|
| A | 3 | 3'-0" WIDE x 4'-0" HIGH | DOUBLE HUNG | DOUBLE-GLAZED LOW E GLASS | GARAGE |
| B | 2 | 2'-0" WIDE x 4'-0" HIGH | DOUBLE HUNG | DOUBLE-GLAZED LOW E GLASS | MECHANICAL ROOM |
| C | 4 | 3'-0" WIDE x 1'-6" HIGH | AWNING | DOUBLE-GLAZED LOW E GLASS | BATHROOMS |

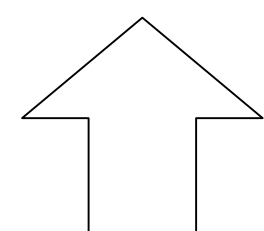
- NOTES: 1) WINDOW AND HARDWARE FINISHES SHALL BE SELECTED BY OWNER.
 2) HARDWARE TO BE SELECTED BY OWNER.
 3) GLASS SHALL BE INSULATED LOW E GLASS.
 4) INTERIOR WINDOW TRIM WILL BE CEDAR AND STAINED COLOR PER OWNER.

DESIGN CRITERIA AND SUPPLEMENTAL NOTES:

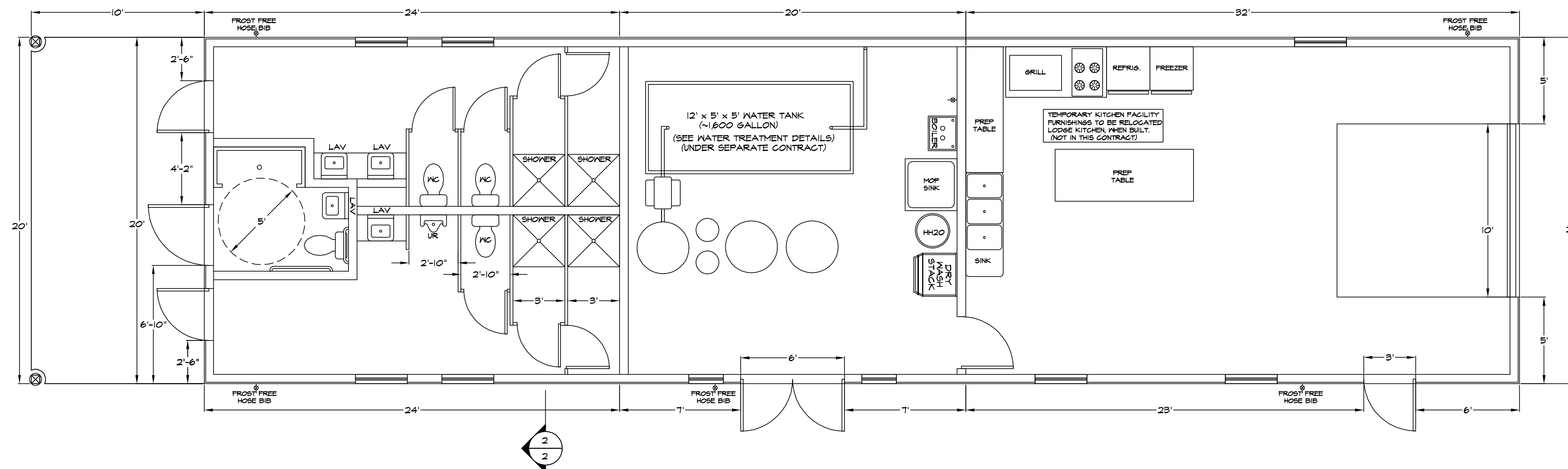
- WORKMANSHIP AND CONSTRUCTION MATERIALS SHALL CONFORM TO THE FOLLOWING CODES & STANDARDS:
 - NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE.
 - THE NATIONAL ELECTRIC CODE
 - THE NEW YORK STATE ENERGY CONSERVATION CONSTRUCTION CODE.
 - LOCAL CODE.
- ALL SUBGRADE SHALL BE IMPROVED BY COMPACTION BEFORE RECEIVING ANY STRUCTURAL FILL.
- STRUCTURAL FILL UNDER THE SLABS AND FOUNDATION SHALL CONSIST OF A No. 2 CRUSHER RUN OR RUN-OF-BANK GRAVEL APPROVED BY THE ENGINEER.
- FILL SHALL BE PLACED IN 8 INCH MAXIMUM LOOSE LIFTS AND COMPACTED TO AT LEAST 95% MAXIMUM DRY DENSITY AS DETERMINED BY MODIFIED PROCTOR PRESSURE OF 1500 PSF.
- THE FOUNDATIONS WERE SIZED USING AN ASSUMED ALLOWABLE SOIL BEARING PRESSURE OF 1500 PSF.
- CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3500 PSI. HAVE A WATER-CEMENT RATIO OF 0.5 OR LESS AND HAVE 5% +/-1% ENTRAINED AIR CONTENT.
- CONCRETE FLOOR SLAB PLACEMENTS SHALL BE SMOOTH FINISHED.
- REINFORCING STEEL SHALL BE GRADE 60 DEFORMED BARS CONFORMING TO ASTM A615.
- ALL STEEL SHALL HAVE A MINIMUM DESIGN YIELD STRENGTH OF 36,000 PSI.
- WELDED WIRE FABRIC SHALL BE WIRE MESH SHEETS CONFORMING TO ASTM A497.
- PERIMETER FOUNDATION WALL SHALL CONSIST OF A 6 INCH THICK CONCRETE ICF (INSULATED CONCRETE FORM) WALL THAT WILL EXTEND APPROXIMATELY 3 FT ABOVE EXISTING GRADE.
- THE FOUNDATION AND BUILDING CONFORMS TO THE FOLLOWING DESIGN CRITERIA:
 - GROUND SNOW LOAD 60 PSF.
 - BUILDING IMPORTANCE FACTOR I
 - EXPOSURE C
 - WIND SPEED OF 110 MPH
 - SEISMIC DESIGN CATEGORY C
- STRUCTURAL LUMBER SHALL CONSIST OF A MINIMUM STRUCTURAL No. 2 GRADE SPF AS FOLLOWS:
 - F_b = 825 PSI OR BETTER
 - E = 1,000,000 PSI
 - F_v = 700 PSI OR BETTER
- ALL STRUCTURAL LUMBER WITHIN 12" OF FINISHED GRADE SHALL BE PRESSURE TREATED.
- ALL FASTENERS IN DIRECT CONTACT WITH PRESSURE TREATED LUMBER SHALL BE SURFACE PROTECTED WITH EITHER HOT DIPPED GALVANIZED OR BE CERAMIC COATED.
- THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. SHOULD THERE BE ANY DISCREPANCIES, THE ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH CONSTRUCTION.

DRAWING SCHEDULE

- UB-1 ELEVATIONS & FLOOR PLAN
- UB-2 FOUNDATION & SECTION DETAILS
- UB-3 SITE GRADING & UTILITY PLAN
- UB-4 HEATING & VENTILATION DETAILS
- UB-5 HYDRONIC TUBING, VENTILATION & PLUMBING PLAN
- UB-6 LIGHTING & POWER DISTRIBUTION PLAN
- UB-7 EROSION & SEDIMENT CONTROL PLAN



PLAN NORTH



FLOOR PLAN
SCALE: 1/4" = 1'-0"

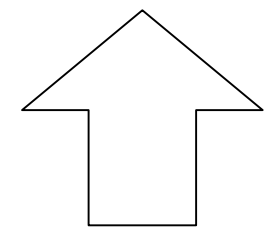
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| PROJECT ENGINEER | TAHP | PROJECT NO. | DATE | REVISIONS |
|--------------------------|-----------|-------------|---------|-----------|
| THOMAS A.H. PAHLER, P.E. | TAHP | 7215-UB1 | 7/25/23 | |
| DRAWN BY | TAHP | | | |
| SCALE | AS NOTED | | | |
| DATE | JULY 2023 | | | |
| PROJECT NO. | 7215-23 | | | |
| DATE | 4-22-24 | | | |
| BY | TAHP | | | |
| NO. | 1 | | | |

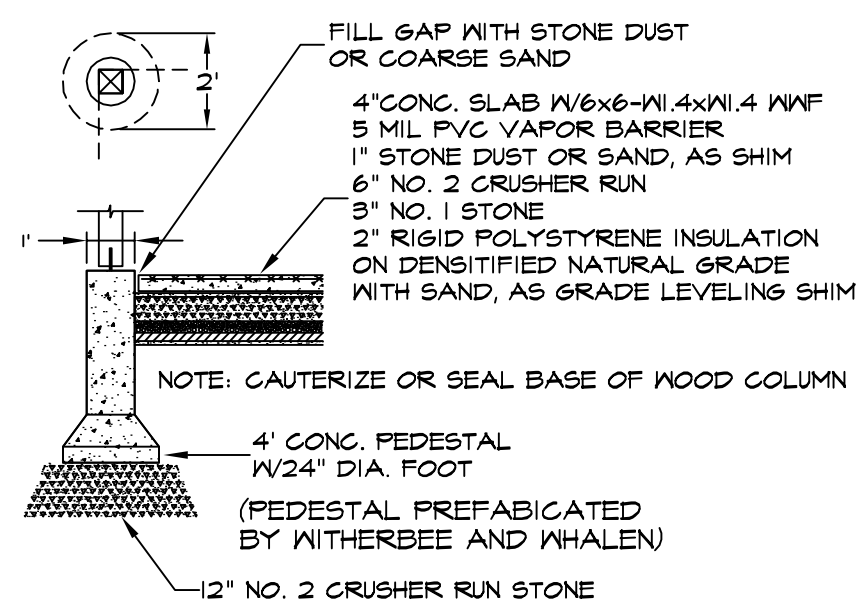
THOMAS A.H. PAHLER, PE
 Civil & Environmental Engineering Services
 7081 State Highway 56
 Norwood, New York 13668
 (315) 265-8746
 thpahl@northme.net

CLIENT: HONEYWELL BOUND BROOK
 PROJECT: UTILITY BUILDING
 DRAWING TITLE: ELEVATIONS & FLOOR PLAN

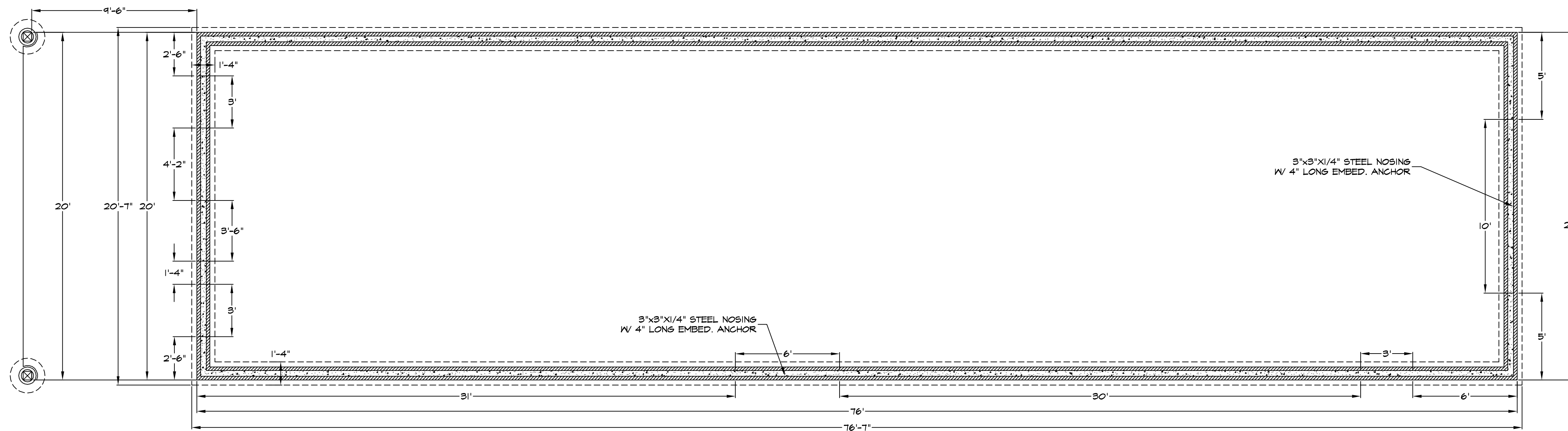
DRAWING NO. 7215-UB1
 SHEET NO. 1 OF 7



PLAN NORTH

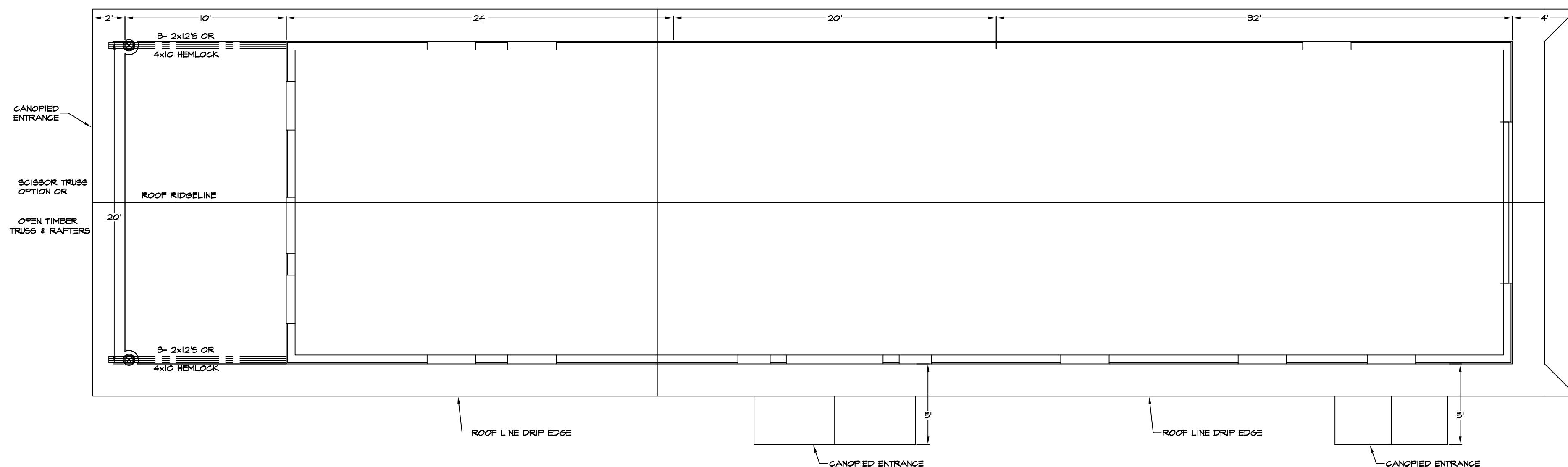


PEDESTAL FOUNDATION
SCALE: 1/4" = 1'-0"

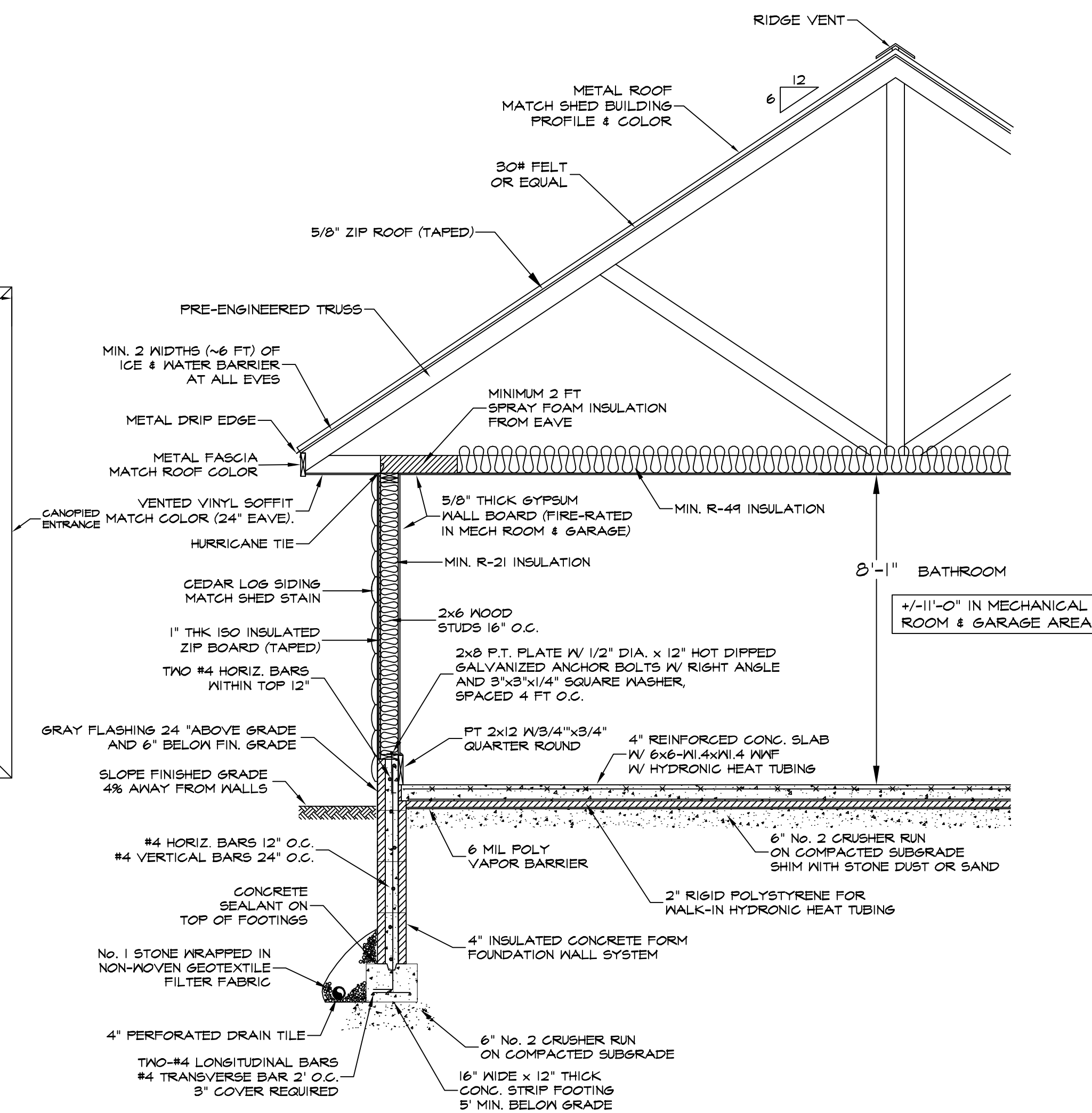


- NOTES:**
- 1) OUTSIDE BUILDING DIMENSIONS ARE TO OUTSIDE ICF INSULATION.
 - 2) BUILDING FRAME DIMENSIONS ARE TO THE OUTSIDE OF 1" ZIPBOARD-ISO SKIN WRAP OUTSIDE OF WOOD FRAME, MATCHING OUTSIDE ICF FOUNDATION.
 - 3) PROVIDE PLUMBING AND UTILITY PENETRATIONS WHERE NEEDED.
 - 4) EXTEND FLOOR SLAB AND REINFORCEMENT OVER FOUNDATION WALLS AT DOORWAY THRESHOLDS, THICKEN FLOOR SLAB TO 6 INCHES AND EXTEND INWARD 30 INCHES FROM EXTERIOR WALL.

1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



3 ROOF PLAN
SCALE: 3/16" = 1'-0"



2 BUILDING WALL SECTION
SCALE: 3/8" = 1'-0"

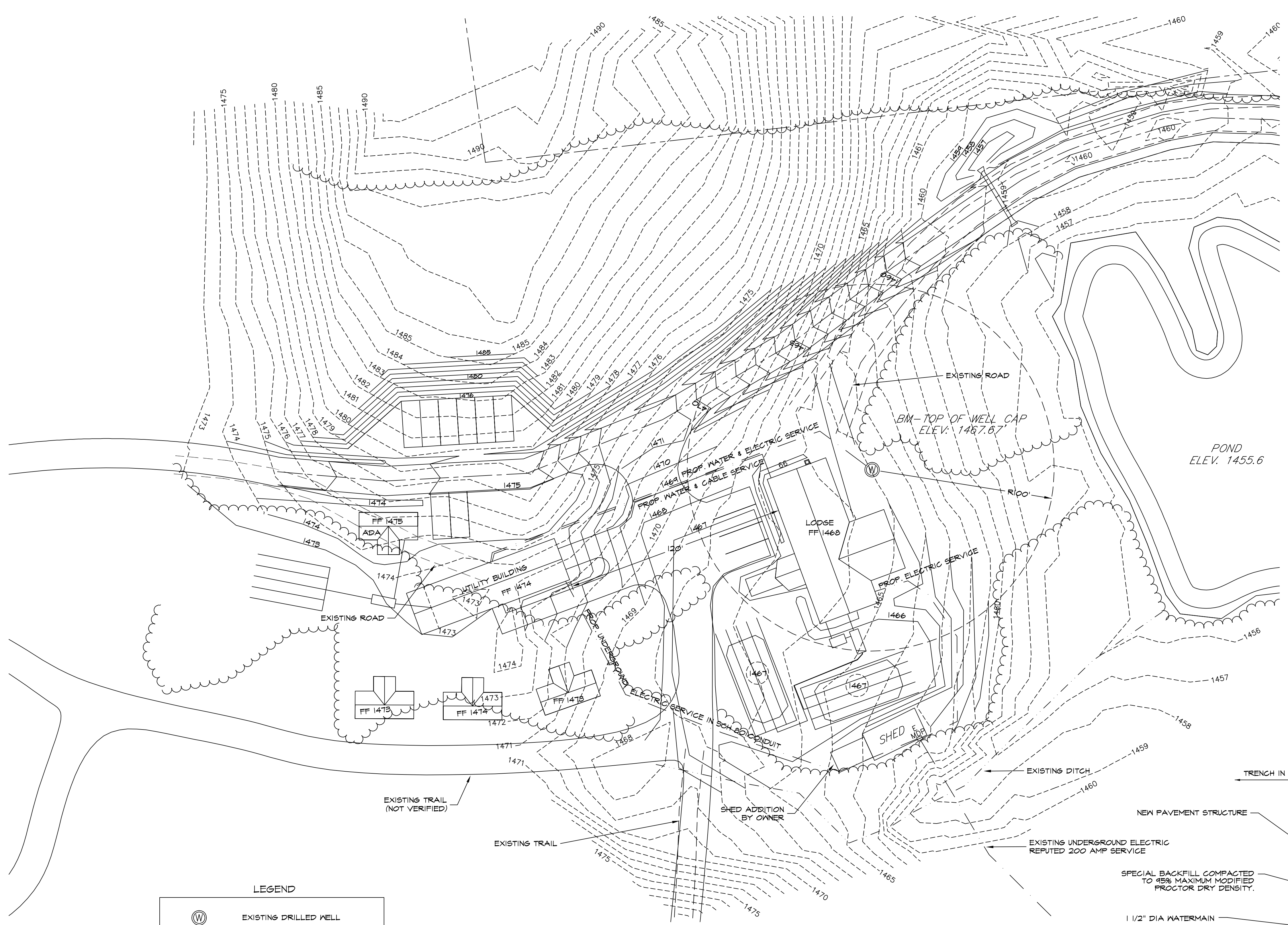
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ANY AND ALL ALTERS TO THIS DOCUMENT IS REQUIRED BY LAW TO BE WITH THE NOTATION "ALTERED BY" AND A SPECIFIC DESCRIPTION OF THE ALTERATIONS MADE.

| PROJECT ENGINEER | TAHP | DATE | REVISIONS |
|--------------------------|-----------|---------|-----------|
| THOMAS A.H. PAHLER, P.E. | TAHP | 4-22-24 | NO. |
| DRAWN BY | TAHP | 4-22-24 | NO. |
| SCALE | AS NOTED | | |
| DATE | JULY 2023 | | |
| PROJECT NO. | 7215-23 | | |

THOMAS A.H. PAHLER, PE
Civil & Environmental Engineering Services
7081 State Highway 56
Norwood, New York 13668
(315) 265-8746
thpahl@northnet.org

CLIENT: HOWARD BOUND ADIRONDACKS
PO BOX 1100
SARANAC LAKE, NEW YORK 12983
PROJECT: UTILITY BUILDING
12801 STATE HAY 30
TOWN OF MALONE, FRANKLIN COUNTY, NEW YORK
DRAWING TITLE: FOUNDATION & SECTION DETAILS

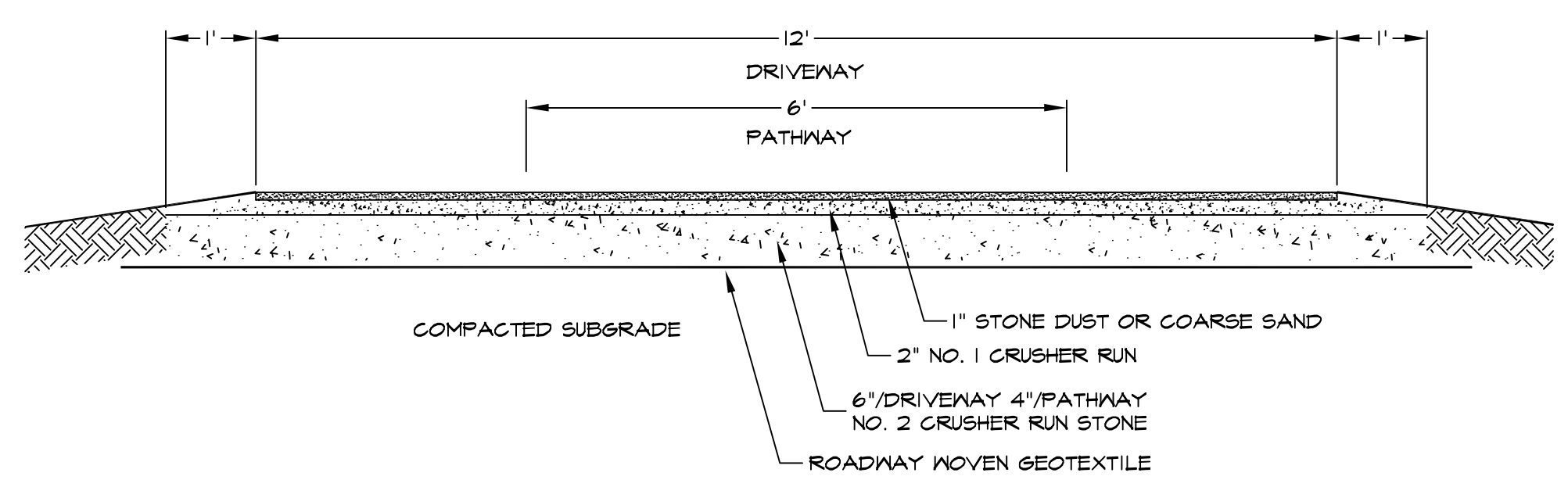
DRAWING NO. 7215-UB2
SHEET NO. 2 OF 7



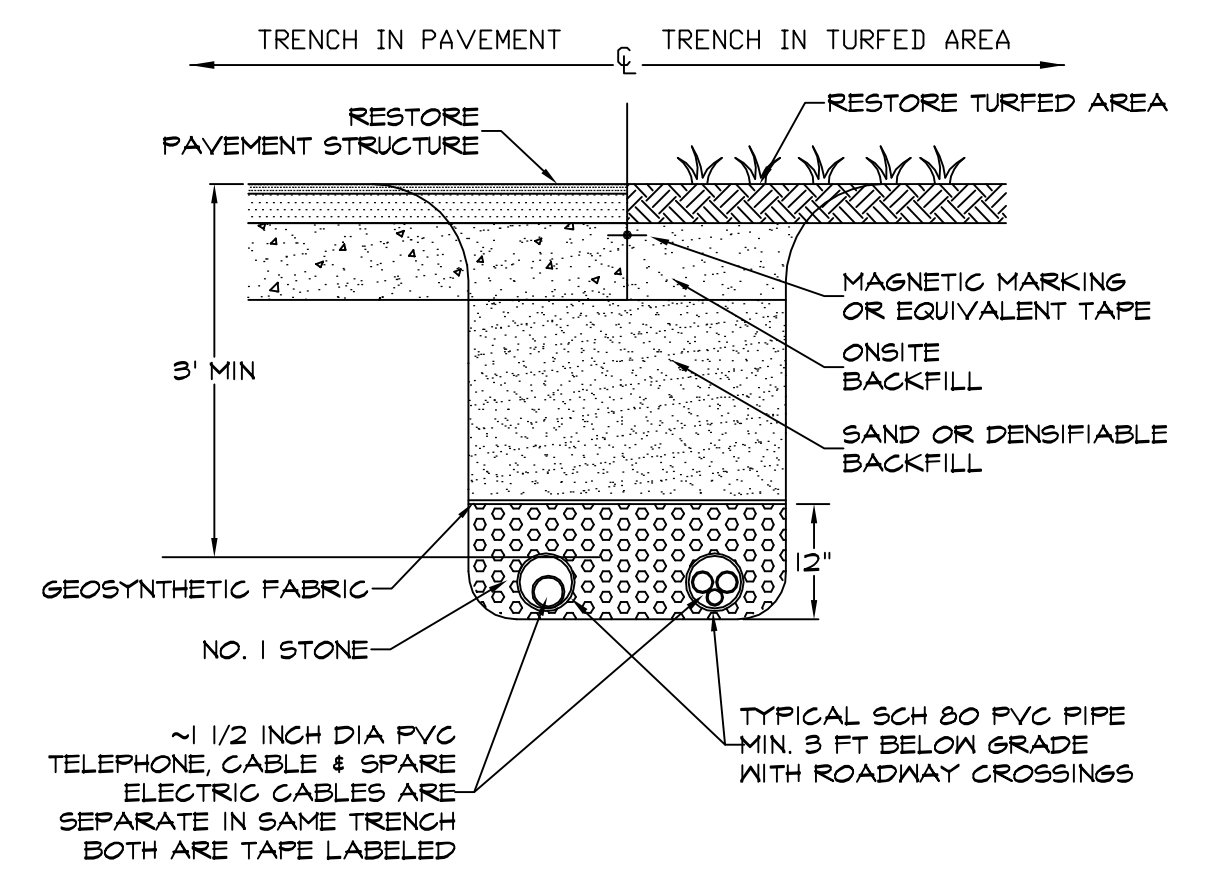
LEGEND

| | |
|--|---|
| | EXISTING DRILLED WELL |
| | PROPERTY LINE |
| | EDGE OF TREES/MOODS |
| | EXISTING TOPO CONTOUR |
| | DESIGN TOPO CONTOUR |
| | DESIGN POINT GRADE |
| | PROPOSED SANITARY SYSTEM |
| | PROPOSED SLEEPING CABIN W/FINISHED FLOOR ELEVATION |
| | UTILITY SERVICE (TYPE LABELED) (WATER, ELECTRIC, CABLE ETC.) |

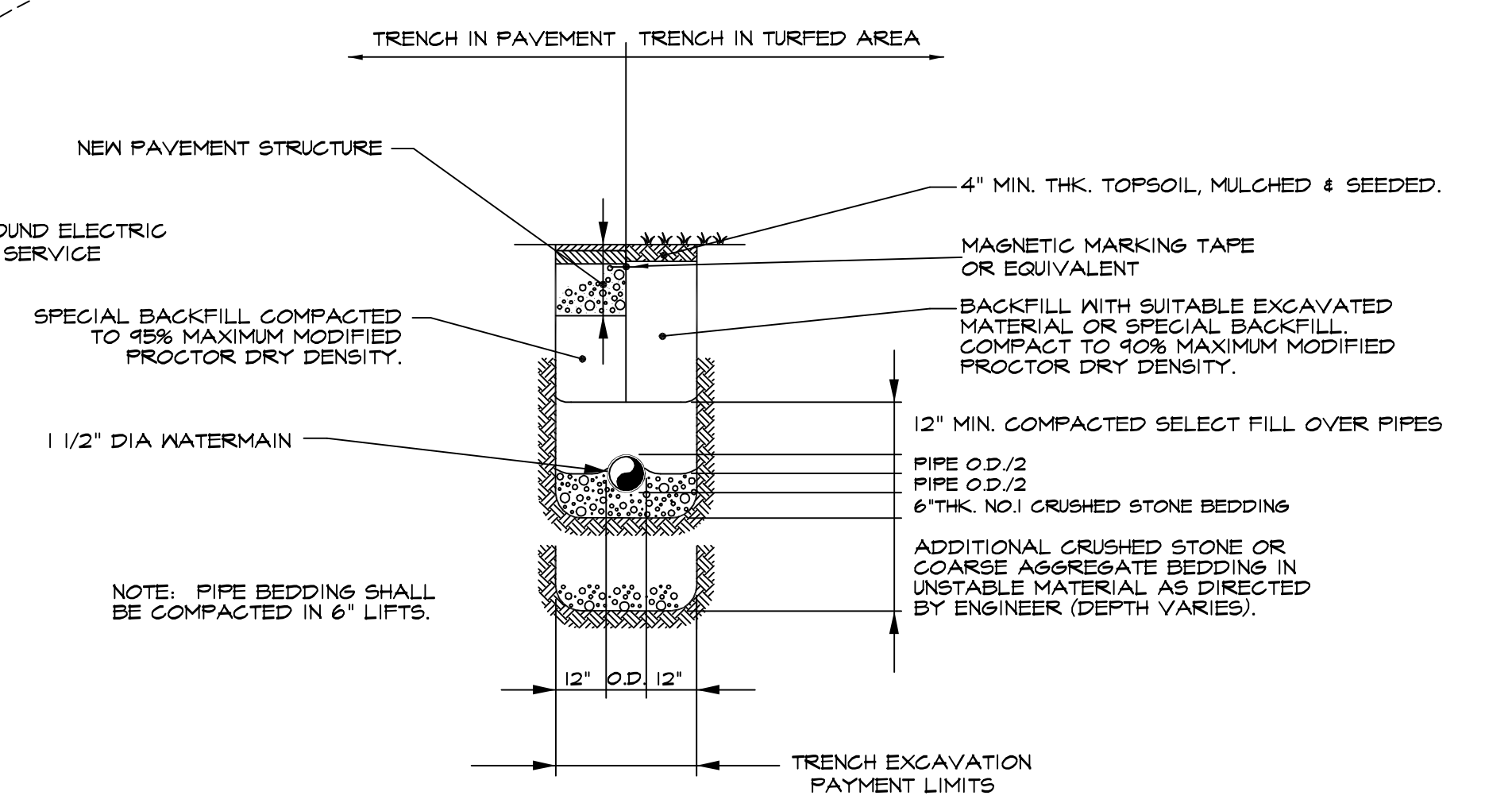
SITE GRADING & UTILITY PLAN
SCALE: 1" = 30'



3 TYPICAL DRIVEWAY SECTION
UB-3 NOT TO SCALE



1 UTILITY TRENCH CROSS SECTION
UB-3 NOT TO SCALE



2 TYPICAL TRENCH SECTION
UB-3 NOT TO SCALE

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| PROJECT ENGINEER | TAHP | NO. | REVISIONS | DATE | BY |
|------------------------|----------|-----|--------------------------------------|----------|------|
| THOMAS A.H. PAHLER, PE | TAHP | 1 | MOVE PARKING & UTILITY BLDG. GRADING | 11-23-23 | TAHP |
| | AS NOTED | 2 | NEW SHED/DRIVEWAY & PATH SECTION | 4-22-24 | TAHP |

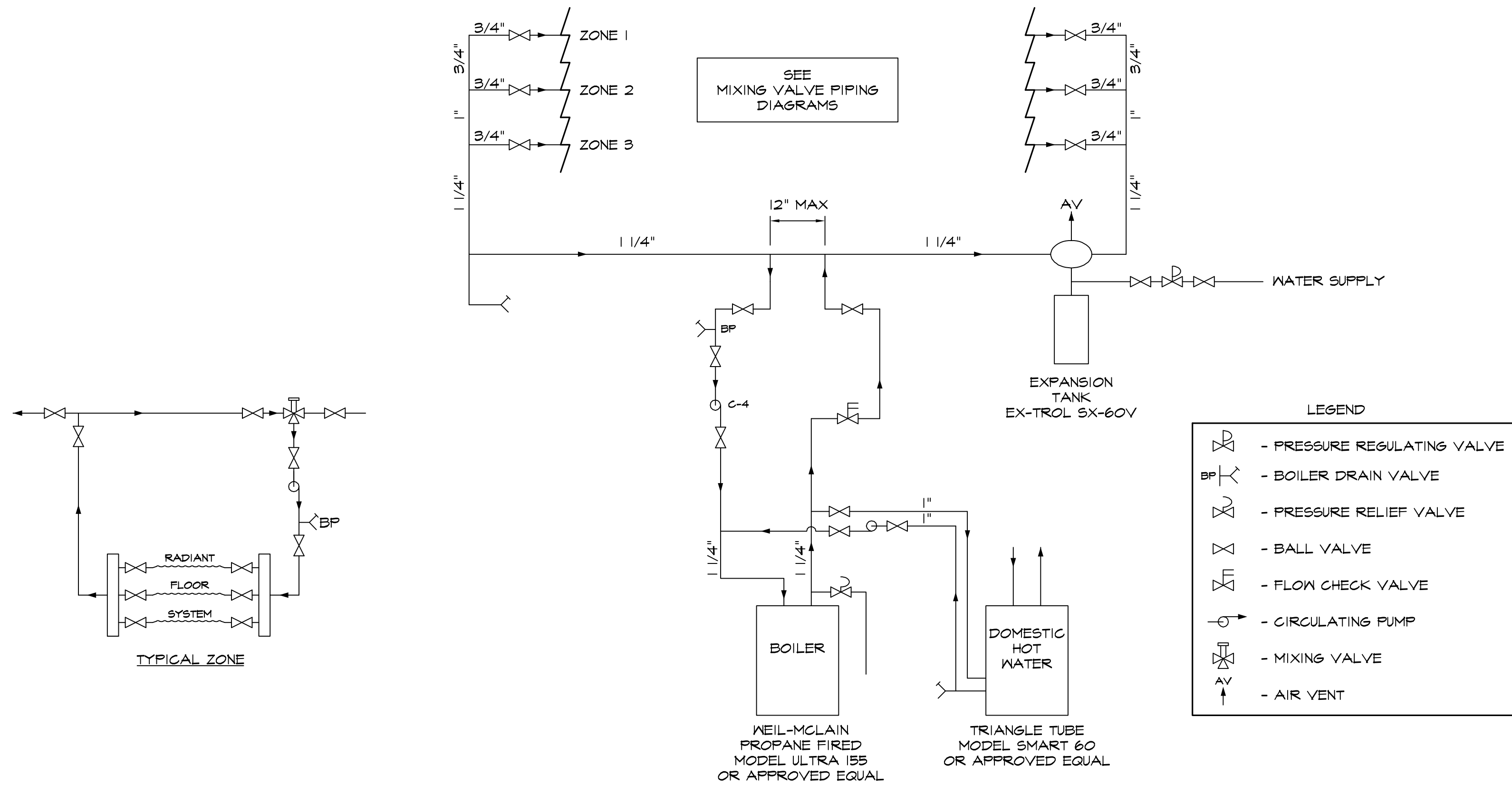
PROJECT NO. 7215-23
DATE: JULY 2023
SCALE: AS NOTED
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TOWN OF MALONE, FRANKLIN COUNTY, NEW YORK
DRAWING TITLE: **SITE GRADING & UTILITY PLAN**

HVAC NOTES:

- 1) INSTALL ALL EQUIPMENT IN STRICT CONFORMANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 2) PIPING IS TO RUN NEATLY AND MAY RUN IN PARTITIONS AND THROUGH CEILING AS NECESSARY AS LONG AS BUILDING STRUCTURAL INTEGRITY IS MAINTAINED. RUN PIPING AS NECESSARY, AVOIDING OTHER TRADES, TO KEEP PIPING CONCEALED AND CORRECT AS SHOWN. PROVIDE MANUAL AIR VENTS AT ALL HIGH POINTS WHERE AIR MAY COLLECT. AIR VENTS MUST BE EASILY ACCESSIBLE. PROVIDE BALL VALVES ON EACH BRANCH CIRCUIT AND AT ALL EQUIPMENT SO THAT CIRCUITS AND EQUIPMENT MAY BE BALANCED AND ISOLATED IF NECESSARY.
- 3) PIPING IS 3/4" IN. DIA. UNLESS SHOWN OTHERWISE. PIPING IS TYPE L COPPER OR BLACK IRON WITH DIELECTRIC UNIONS SEPARATING DISSIMILAR MATERIALS. JOINTS IN COPPER TUBING SHALL BE SOLDERED USING A LEAD FREE SOLDER SUCH AS 95-5 OR SILVER SOLDER. RADIANT FLOOR SYSTEM IS WIRSBO 1/2" PEX TUBING WITH OXYGEN BARRIER DESIGNED FOR INFLOOR HEATING OR AN EQUAL.
- 4) GAS BOILER IS WEIL-MCLAIN MODEL ULTRA 155 134 MBH NET I-B-R RATING OR AN EQUAL, PROPANE FIRED UNIT COMPLETE WITH OPERATING CONTROL AND SAFETY CONTROLS. SEE BOILER SCHEMATIC. BOILER HAS A LOW WATER CUT-OFF (SAFEGUARD 550SV), AN OPERATING CONTROL AND A MANUAL RESET HIGH LIMIT (HONEYWELL L4006E1067) OR EQUAL. VENTING/AIR PIPING IS 3" PVC SCHEDULE 40.
- 5) ROOM CONTROL: PROVIDE HONEYWELL PROGRAMMABLE THERMOSTATS MODEL No. T4 PRO WITH 5-1-1 DAY PROGRAMMING. THERMOSTATS CONTROL CIRCULATORS FOR HEATING THROUGH AN ARGO ARM&P RELAY.
- 6) BOILER CONTROL - BOILER WATER TEMPERATURE WILL BE RESET FROM 160°F AT 65°F TO 200°F AT 10°F OUT DOOR AIR TEMPERATURE.
- 7) DOMESTIC HOT WATER IS A TRIANGLE TUBE MODEL SMART 60 OR APPROVED EQUAL. CAPACITY IS 200 GPH @ 60 DEGREE TEMPERATURE RISE W/200 DEGREE BOILER WATER 100,000 MBH OR EQUAL.
- 8) PRESSURE TEST THE ENTIRE HEATING SYSTEM PIPING AND EQUIPMENT. PRESSURE TEST CONSISTS OF FILLING THE SYSTEM WITH WATER ASSURING THAT ALL AIR IS REMOVED AND PRESSURIZING SYSTEM TO 60 PSI. TEST IS PASSED WHEN THERE IS NO CHANGE IN PRESSURE UNDER STABLE TEMPERATURE CONDITIONS OVER A 24 HOUR PERIOD.
- 9) INSTALL ALL DUCTWORK, PIPING AND EQUIPMENT WITH NEAT WORKMANSHIP KEEPING LEVEL.
- 10) MENS AND WOMENS BATHROOM EXHAUST FANS ARE LIFE BREATH, MODEL 267 MAX HEAT RECOVERY VENTILATOR, 267 CFM @ 0.3 IN WG ON HIGH SPEED, 5-SPEED MOTOR, WITH WALL MOUNTED SWITCH AND TIMER. PROVIDE 3/4" DRAIN WITH TRAP AND CONNECT TO VENT FROM BATHROOM PLUMBING SYSTEM. PROVIDE SOFFIT GRILL WITH BACKDRAFT DAMPER AND BIRD SCREEN. PLACE SWITCH TO FAN ADJACENT TO LIGHT SWITCH IN RESPECTIVE BATHROOM. CONNECT FAN TO COMMON DUCT WITH 6" DIA. DUCT.
- 11) INSULATE ALL SUPPLY DUCTWORK WITH 2 INCH MINIMUM THICK DUCT WRAP INSULATION.
- 12) PROVIDE STANDARD DUCT TAKEOFFS AT ALL SUPPLY AND RETURN BRANCHES. EACH SUPPLY AND RETURN TAKEOFF IS TO BE EQUIPPED WITH A MANUAL BALANCING DAMPER TO ADJUST AIR FLOW ONCE THE INSTALLATION IS COMPLETE.
- 13) PROVIDE FABRIC DUCT CONNECTION BETWEEN PLENUMS (SUPPLY AND EXHAUST) AND EACH UNIT CONNECTION.
- 14) DUCTWORK IS 6" DIAMETER GALVANIZED ROUND DUCT.
- 15) HANDICAP BATHROOM WILL HAVE A GREENHECK SP-LP0511 EXHAUST FAN, 50-80-110 CFM W/WALL MOUNTED SPEED CONTROL AND SWITCH, ENDWALL CAP, EXHAUST GRILL WITH BACKDRAFT DAMPER AND BIRD SCREEN. THE FAN WILL BE CONTROLLED WITH A WALL SWITCH.
- 17) MECHANICAL ROOM WILL HAVE A PANASONIC FV-40V04, 390 CFM, 120V, 112 WATT SURFACE GRILL, SOFFIT EXHAUST GRILL WITH BACKDRAFT DAMPER AND BIRD SCREEN, CONTROLLED BY A WALL SWITCH.
- 18) MOUNT UNITS WHERE LOCATED ON DRAWINGS SO THAT ACCESS FOR SERVICING IS EASY. STRICTLY FOLLOW MANUFACTURER'S INSTRUCTIONS AND MOUNT ON VIBRATION ISOLATORS SO THAT OPERATION IS QUIET AND FREE FROM VIBRATION NOISE. ASSURE EASY ACCESS FOR FILTER CHANGES AND OTHER MAINTENANCE ITEMS.
- 19) MECHANICAL CONTRACTOR SHALL PROVIDE ALL WALL, CEILING AND FLOOR SLEEVES FOR INSTALLATION OF PIPING, DUCTWORK, WIRING AND EQUIPMENT FOR THE HEATING AND COOLING SYSTEM.
- 20) MECHANICAL CONTRACTOR SHALL PROVIDE ALL WIRING AND CONDUIT AND SHALL MAKE ALL ELECTRICAL CONNECTIONS FOR ALL ELECTRICAL EQUIPMENT AS SHOWN IN THE PANEL BOARD SCHEDULE AND WIRING SCHEMATICS. THIS CONTRACTOR SHALL ALSO INSTALL THE OUTDOOR AIR SENSOR AND THE SYSTEM WATER SENSORS FURNISHED WITH THE BOILER CONTROLS AS NEEDED. UNLESS OTHERWISE SPECIFIED, ALL CIRCUITS SHALL CONSIST OF 2-#12 THIN POWER WITH 1-#12 THIN GROUND IN 1/2" EMT. ALL CONDUIT SHALL BE SURFACE MOUNTED.
- 21) ALL PENETRATIONS THROUGH THE MECHANICAL ROOM WALLS SHALL BE SEALED BY THIS CONTRACTOR WITH AN APPROVED FIRE STOPPING MATERIAL.



HEATING LOOPS

| AREA | CIRCULATOR | MANIFOLD | LOOP NUMBERS | SPACING (IN) | LENGTH (FT) | FLOW (GPM) | HEADLOSS (FT) | CONTROL |
|------------|------------|----------|--------------|--------------|-------------|------------|---------------|---------|
| BATHROOM | C1 | M1 | 1, 2 | 6 | 195 | 1.0 | 8.6 | T1 |
| | | | 3 | 12 | 198 | 1.0 | 8.6 | |
| MECHANICAL | C2 | M2 | 4, 5 | 6 | 166 | 0.8 | 4.8 | T2 |
| | | | 6 | 12 | 163 | 0.8 | 4.8 | |
| GARAGE | C3 | M3 | 7, 8 | 6 | 240 | 1.08 | 10.3 | T3 |
| | | | 9 | 12 | 243 | 1.08 | 10.3 | |

CIRCULATOR SCHEDULE

| CIRCULATOR | MAKE/SERIES/MODEL | VOLTAGE | HORSE POWER | FLOW RATE (GPM) | MAX HEAD (FT) |
|------------|-------------------|---------|-------------|-----------------|---------------|
| C1 | TACO 0015 | 110 | 1/20 | 4.0 | 15.5 |
| C2 | TACO 0015 | 110 | 1/20 | 3.2 | 15.0 |
| C3 | TACO 0015 | 110 | 1/20 | 4.3 | 14.6 |
| C4 | PROVIDED W/BOILER | 110 | - | - | - |

VENTILATOR SCHEDULE

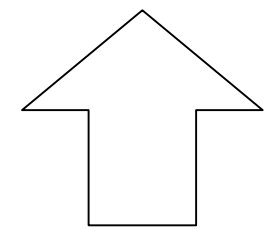
| ROOM | MAKE/SERIES/MODEL | VOLTAGE/WATTAGE | FLOW RATE (CFM) |
|-----------------|---------------------|-----------------|-----------------|
| M & F BATHROOMS | LIFEBREATH 267 | 120V/44W | 267 |
| ADA BATHROOM | GREENHECK SP-LP0511 | 115V/22.7W | 50-80-110 |
| MECHANICAL RM | PANASONIC FV-40V04 | 120V/112W | 390 |
| GARAGE | S&PTD-MIXVENT TD150 | 110V/65W | 293 |

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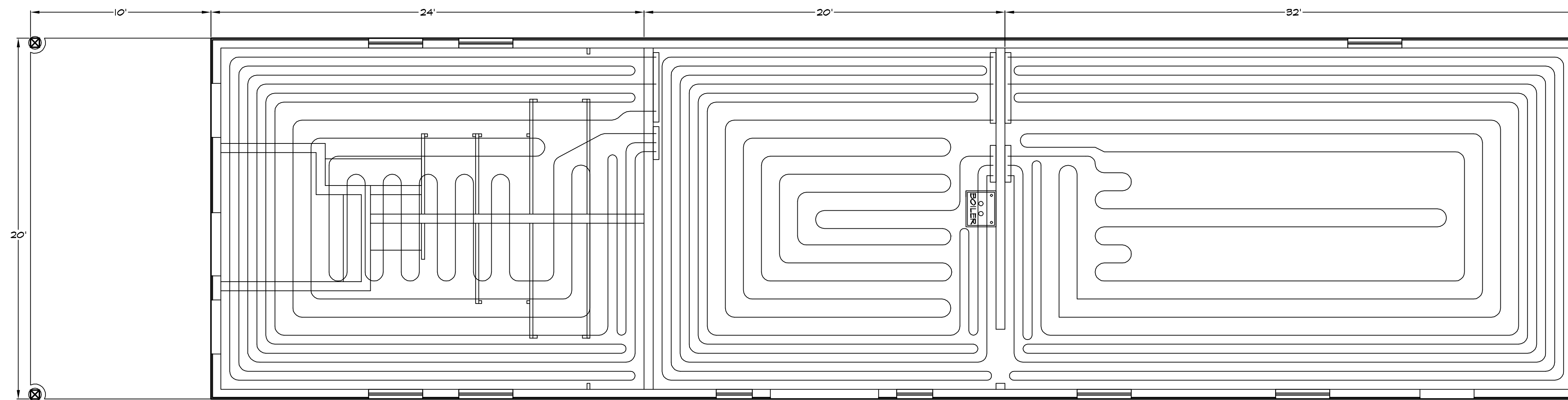
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| DRAWN BY | TAHP | | | |
| SCALE | AS NOTED | | | |
| DATE | JULY 2023 | | | |
| PROJECT NO. | 7215-23 | | | |
| REVISIONS | 1 MECH RM & GAR FANS WALL SWITCH CONTROL | 11-30-23 | | |

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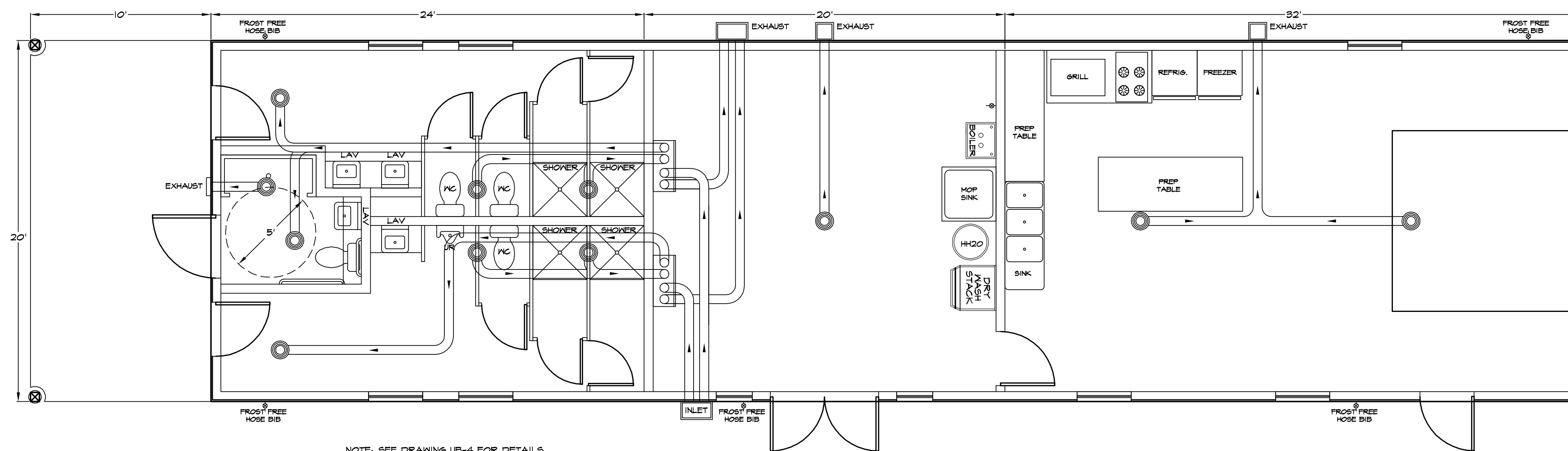


PLAN NORTH



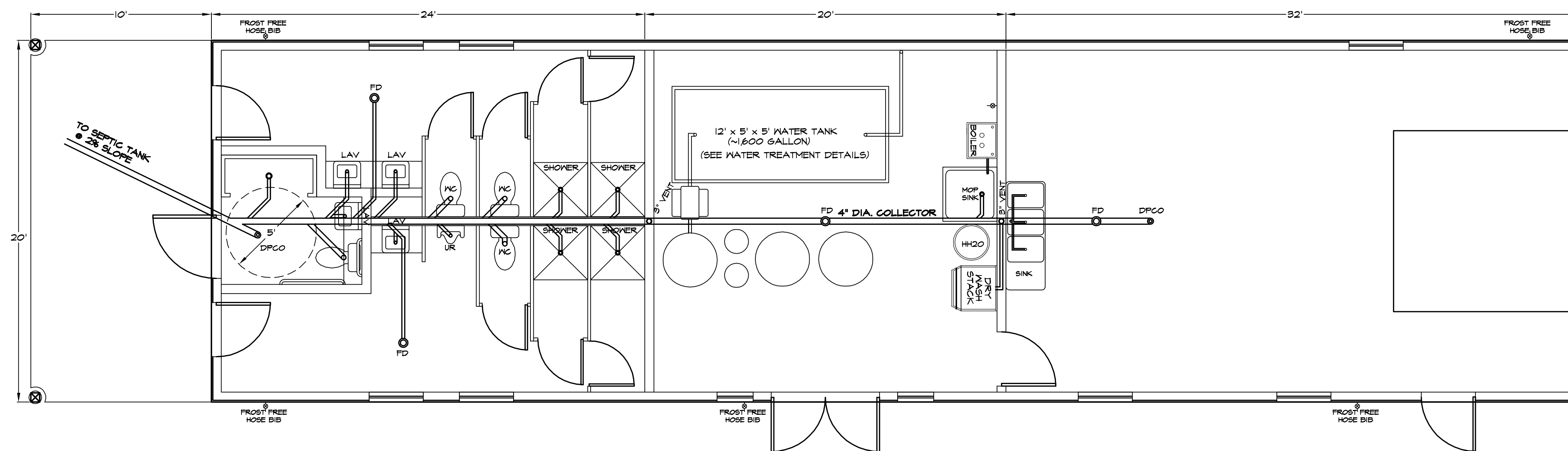
NOTE: SEE DRAWING UB-4 FOR DETAILS.

1 HYDRONIC FLOOR TUBING PLAN
SCALE: 1/4" = 1'-0"



NOTE: SEE DRAWINGS UB-4 FOR DETAILS.

2 VENTILATION PLAN
SCALE: 1/4" = 1'-0"



NOTE: SEE DRAWINGS UB-4 FOR DETAILS.

3 PLUMBING PLAN
SCALE: 1/4" = 1'-0"

SOIL, WASTE AND VENT SYSTEM NOTES:

1. ALL INTERIOR SOIL, WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.
2. ALL SOIL, WASTE AND VENT PIPING UNDER THE BUILDING SLAB SHALL BE SCHEDULE 40 PVC PIPE OR BETTER, WITH ALL LATERAL CONNECTIONS WITH ECCENTRIC FITTINGS.
3. GRAVITY HORIZONTAL SOIL AND WASTE PIPING SHALL BE INSTALLED AT THE FOLLOWING MINIMUM SLOPES:
4" DIA. AND SMALLER = 1/4" PER FOOT.
GREATER THAN 4" DIA. = 1/8" PER FOOT.
4. VENT PIPING SHALL BE SLOPED CONTINUOUSLY UPWARD FROM ITS POINT OF CONNECTION TO SOIL AND WASTE PIPING TO ITS POINT OF TERMINATION.
5. PIPING SHALL BE SUPPORTED AT THE FOLLOWING SPACING:
HORIZONTAL PIPING LESS THAN 2" DIA. = 3' ON CENTER
HORIZONTAL PIPING, 2" DIA. AND GREATER = 4' ON CENTER
VERTICAL PIPING = 4' ON CENTER

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| SCALE | AS NOTED |
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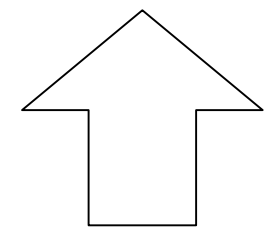
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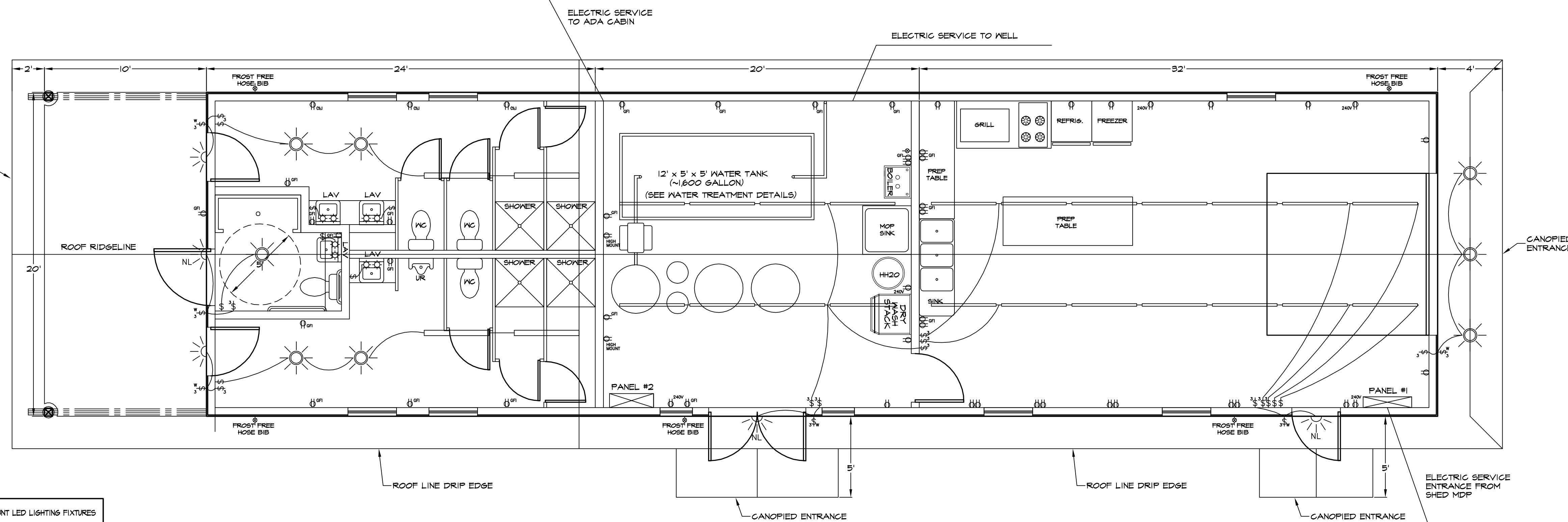
DRAWING TITLE: **HYDRONIC TUBING, VENTILATION & PLUMBING PLAN**

DRAWING NO. **7215-UB5**

SHEET NO. **5** OF **7**



PLAN NORTH



ELECTRICAL LEGEND

| | |
|------|--|
| ☒ | SURFACE MOUNTED PANEL |
| ⊕ | DUPLEX RECEPTACLE OUTLET |
| ⊕ | WEATHER PROTECTED DUPLEX RECEPTACLE OUTLET |
| ⊕ | 240V DUPLEX RECEPTACLE OUTLET |
| AFF | ABOVE FINISHED FLOOR |
| GFCI | GROUND FAULT INTERRUPTING |

LEGEND

| | | | |
|----|---|---|--|
| NL | NIGHT LIGHT (ALSO SWITCHED) | — | 2"x48" SURFACE MOUNT LED LIGHTING FIXTURES |
| § | SINGLE POLE SWITCH MOUNTED +44" AFF | — | 4"x48" SURFACE MOUNT LED LIGHTING FIXTURES |
| ⊕ | WEATHER PROTECTED SWITCH MOUNTED +44" AFF | ☀ | 2 LIGHT RECESSED LED LIGHTING FIXTURE |
| ⊕ | THREE WAY SWITCH MOUNTED +44" AFF | ☀ | 6" DIA. RECESSED LED LIGHTING FIXTURE |
| | | ☀ | EXT. WALL MOUNTED LED SHIELDED DOWN CAST |

- NOTE:**
- 1.) USE ELECTRICAL METAL CONDUIT TO SURFACE MOUNTED BRANCH CIRCUITS
 - 2.) EXTERIOR WALL LIGHTING IS WIRED FROM INTERIOR DISTRIBUTION
 - 3.) GARAGE LIGHT CIRCUITS CONTROL EVERY OTHER LAMP ALONG STRING
 - 4.) CONTRACTOR SHALL PROVIDE CUT SHEETS FOR ALL PROPOSED LIGHT FIXTURES.

1 LIGHTING & POWER DISTRIBUTION PLAN
SCALE: 1/4" = 1'-0"

ELECTRICAL:

- 1.) ELECTRICAL INSTALLATION SHALL BE COMPLY WITH REQUIREMENTS OF N.E.C. LATEST EDITION.
- 2.) ALL NEW ELECTRICAL WIRING SHALL BE METAL RACEWAY, METAL CLAD, ARMORED OR MINERAL INSULATED CABLE.
- 3.) EMERGENCY LIGHTING AND FIRE & SMOKE ALARM SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH NFPA REQUIREMENTS.
- 4.) MOUNTING HEIGHTS RELATIVE TO FINISHED FLOOR:
 - OUTLETS 18" TO CENTER LINE
 - LIGHT SWITCH 48" TO CENTER LINE
 - GFI OUTLETS IN BATHROOMS 40" TO CENTER LINE, ON SIDE, CLEAR OF SINK
 - EXTERIOR GFI OUTLETS 24" TO CENTER LINE, ABOVE INTERIOR FF
 - THERMOSTATS 48" TO CENTER LINE
- 5.) NO FLOOR LINE IN ANY WALL SPACE SHALL BE MORE THAN 6 FT MEASURED HORIZONTALLY FROM ANY OUTLET IN THAT SPACE.
- 6.) INSTALL GROUND FAULT INTERRUPTING (GFI) TYPE RECEPTACLES IN BATHROOMS, AND WITHIN 6 FT OF SINKS. BUILDING EXTERIOR RECEPTACLES SHALL ALSO BE WEATHER PROOF AND PROTECTED.
- 7.) INSTALL "EMERGENCY BURNER SWITCH" WITH RED COVER PLATE AT ALL FUEL BURNING APPLIANCES.
- 8.) FINAL ELECTRICAL INSPECTION TO BE FROM A QUALIFIED NEW YORK ELECTRICAL INSPECTION AGENCY AND PROVIDE A COPY OF FINAL INSPECTION CERTIFICATE.

GENERAL ELECTRICAL CONSTRUCTION NOTES

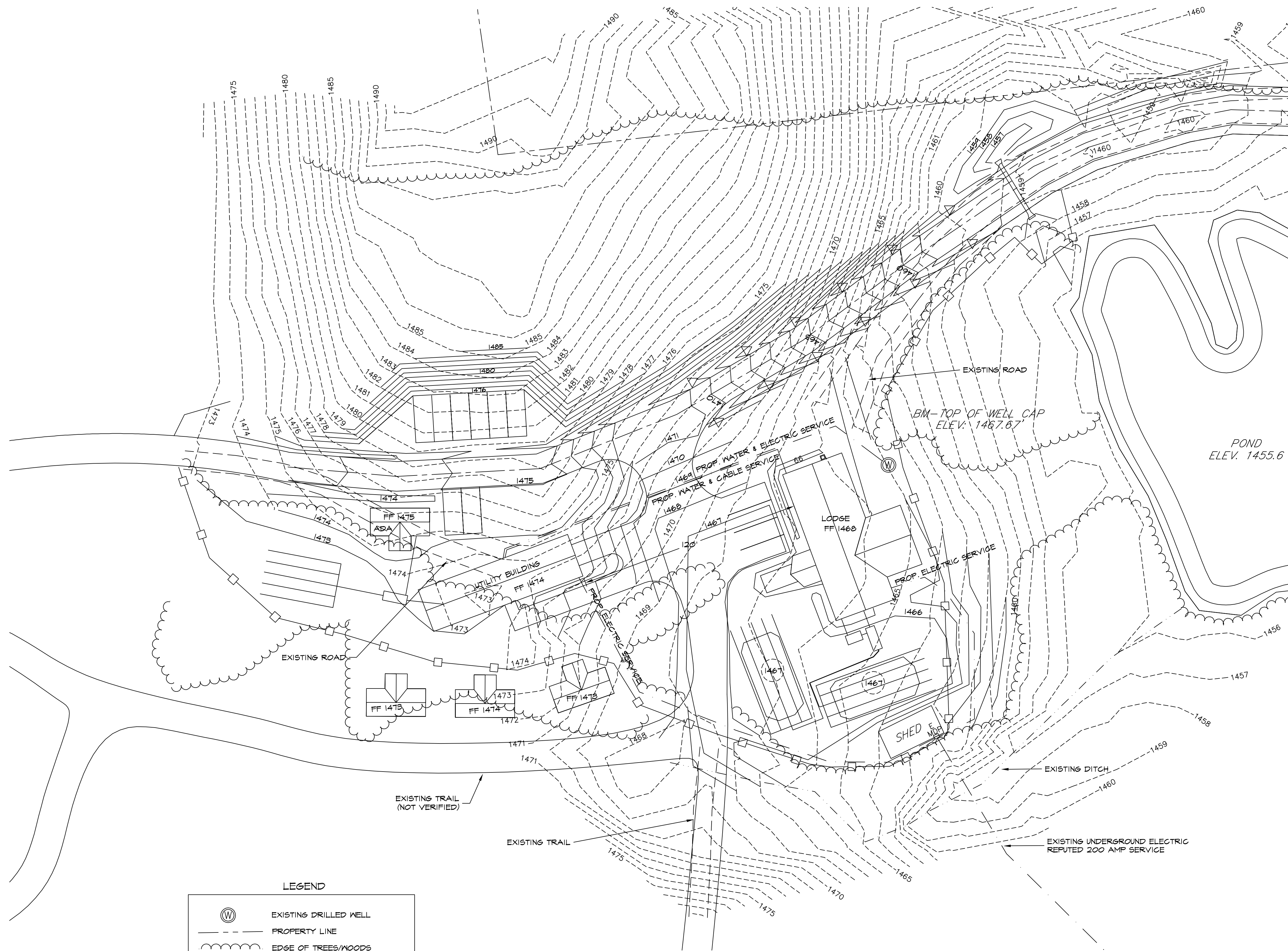
- 1.) ALL WORK SHALL BE IN COMPLIANCE WITH LOCAL, STATE AND NATIONAL CODES.
- 2.) THESE DRAWINGS ARE DIAGRAMMATIC AND FUNCTIONAL ONLY. PROVIDE ALL MATERIALS NECESSARY FOR A COMPLETE INSTALLATION.
- 3.) WORKMANSHIP SHALL BE THE BEST QUALITY AND DONE BY COMPETENT CRAFTSMAN SKILLED IN THEIR TRADES. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND EQUIPMENT UNDER THIS DIVISION SHALL BE NEW AND EACH ARTICLE OF ITS KIND SHALL BE THE STANDARD PRODUCT OF A SINGLE MANUFACTURER.
- 4.) ELECTRICAL CONTRACTOR SHALL OBTAIN ALL PERMITS FOR THE INSTALLATION OF THE ELECTRICAL WORK.
- 5.) COORDINATE WORK WITH OTHER BUILDING AND SITE TRADES PRIOR TO EQUIPMENT INSTALLATION.
- 6.) PROVIDE GROUNDING PER N.E.C. 250 AND/OR AS SHOWN.
- 7.) TOP OF PANELBOARD SHALL NOT BE MOUNTED HIGHER THAN 6'-0".
- 8.) NO CONDUIT OR RACEWAY SHALL CONTAIN MORE THAN 6 CONDUCTORS OR 8 WIRES UNLESS SPECIFICALLY SHOWN.
- 9.) THE ELECTRICAL CONTRACTOR SHALL MAINTAIN AN ACCURATE SET OF DOCUMENTS AND ACCURATELY SHOW THE INSTALLED LOCATION OF THE UNDERGROUND AND CONCEALED OR REMOTE EQUIPMENT. THESE "RECORD" DRAWINGS SHALL BE SUBMITTED TO THE OWNER UPON COMPLETION OF THE WORK.
- 10.) LIGHTS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS.
- 11.) ALL ELECTRICAL LOADS SHALL BE BALANCED EQUALLY.
- 12.) THERE SHALL BE NO SHARED NEUTRALS.
- 13.) PROVIDING A LOCAL MEANS OF DISCONNECT IS REQUIRED IF NOT FURNISHED WITH OR AS PART OF THE EQUIPMENT. COORDINATE SIZE WITH MCC AND SWITCHBOARDS.
- 14.) CHECK AND VERIFY PROPER OPERATION OF ALL ELECTRICAL SYSTEMS PRIOR TO TURNOVER TO THE OWNER.
- 15.) SWITCHES SHALL BE LOCATED 4" OFF DOOR JAMBS AND 44" ABOVE FINISHED FLOOR (AFF).
- 16.) LIGHTING FIXTURES SHALL BE SECURELY FASTENED TO STRUCTURAL BUILDING COMPONENTS.
- 17.) ALL CONDUITS SHALL CONTAIN A COPPER GROUND WIRE PER ARTICLE 250.122.

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| DRAWN BY | TAHP | DATE | |
| SCALE | AS NOTED | REVISIONS | |
| DATE | NOVEMBER 2023 | | |
| PROJECT NO. | 7215-23 | | |

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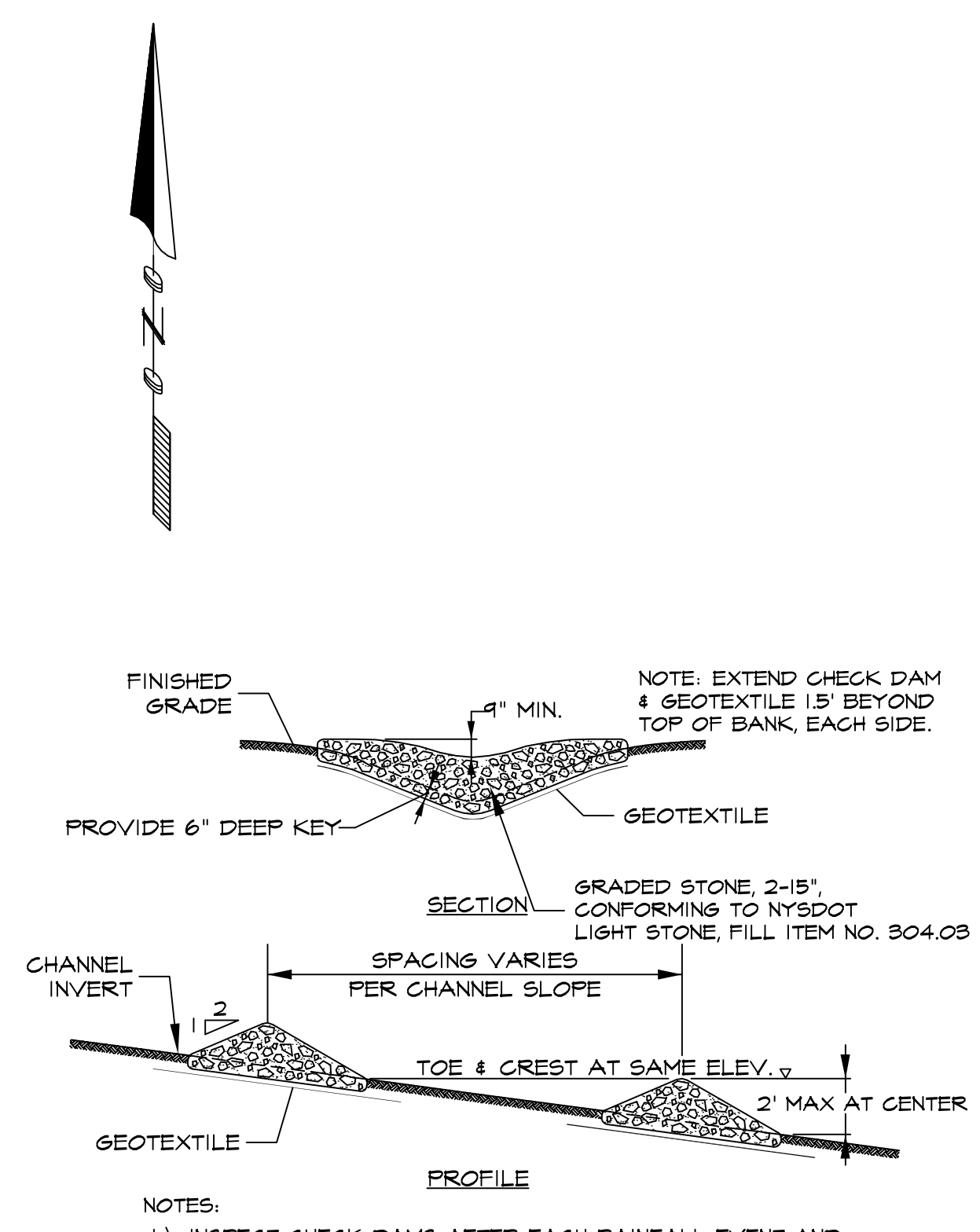
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TOWN OF MALONE, FRANKLIN COUNTY, NEW YORK
DRAWING TITLE: **LIGHTING & POWER DISTRIBUTION PLAN**



LEGEND

| | |
|--|---|
| | EXISTING DRILLED WELL |
| | PROPERTY LINE |
| | EDGE OF TREES/WOODS |
| | EXISTING TOPO CONTOUR |
| | DESIGN TOPO CONTOUR |
| | DESIGN POINT GRADE |
| | PROPOSED SANITARY SYSTEM |
| | PROPOSED SLEEPING CABIN W/ FINISHED FLOOR ELEVATION |
| | UTILITY SERVICE (TYPE LABELED) (WATER, ELECTRIC, CABLE ETC.) |
| | SILT FENCE |
| | CHECK DAM |

EROSION & SEDIMENT CONTROL PLAN
SCALE: 1" = 30'



- NOTES:**
- 1) INSPECT CHECK DAMS AFTER EACH RAINFALL EVENT AND REPLACE STONE AS REQUIRED.
 - 2) REMOVE ACCUMULATED SEDIMENT.
 - 3) REMOVE DISPLACED STONES FROM CHANNEL.
 - 4) IF SIGNIFICANT EROSION OCCURS BETWEEN CHECK DAMS, PROVIDE A CHANNEL LINER PER ENGINEER'S DIRECTIONS.

- GENERAL NOTES:**
- 1) INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES SHALL CONFORM TO THE REQUIREMENTS OF THE SOIL AND WATER CONSERVATION SOCIETY'S "NEW YORK GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL."
 - 2) PERIODIC INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE PERFORMED AFTER EVERY RAIN FALL EVENT OF ONE HALF INCH OR GREATER OR SEVEN DAY PERIOD, WHICHEVER OCCURS FIRST.
 - 3) ALTERNATIVE MEASURES MAY BE IMPLEMENTED TO MITIGATE EROSION DEPENDING ON FIELD AND WEATHER CONDITIONS AT THE DISCRETION OF THE ENGINEER.
- CONSTRUCTION SCHEDULE:**
- 1) INSTALL SILT FENCES ALONG DOWNSLOPE SIDE AREAS TO BE CLEARED. REFER TO SILT FENCE DETAILS.
 - 2) CLEAR AND REMOVE TOPSOIL WITHIN AREAS TO BE RE-GRADED. STOCKPILE TOPSOIL AT LOCATION(S) DESIGNATED BY THE ENGINEER.
 - 3) STABILIZE TOPSOIL STOCKPILE(S) AND OPEN GROUND WITH WOOD CHIPS OR STRAW MULCH. WOOD CHIPS SHALL BE APPLIED AT A DEPTH RANGING FROM 2"-1". HAY OR STRAW MULCH SHALL BE APPLIED AT A RATE OF 90-100 LBS/1000 SF.
 - 4) EARTHWORK OPERATIONS, INCLUDING ROADWORKS, GRADING AND TRENCHING AND EXCAVATION FOR THE INSTALLATION OF UTILITIES.
 - 5) STABILIZE CUT AND FILL SLOPES WITH WOOD CHIP OR STRAW MULCHING.
 - 6) FINISHED GRADES SHALL RECEIVE A PLACEMENT OF 4" OF TOPSOIL AND WILL BE SEEDED TO GRASS IN ALL DISTURBED AREAS NOT EXPERIENCING CONSTRUCTION MATERIAL PLACEMENT.

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EROSION & SEDIMENT CONTROL PLAN

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