

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and dated this 15th day of August, 2005 by and between:

^{CONTRACTORS}
BURNS AND WHALEN, INC., 205 Hudson St., Cornwall-on-Hudson, New York, hereinafter referred to as the "BUILDER,"

- and -

CORNWALL-ON-HUDSON LOCAL DEVELOPMENT CORPORATION, with offices at 325 Hudson Street, Cornwall-on-Hudson, New York, hereinafter referred to as "LDC."

WITNESSETH

1. In consideration of the sum of SEVEN HUNDRED TWENTY TWO THOUSAND (\$722,000.00) DOLLARS, to be paid as hereinafter provided, the BUILDER agrees to undertake all necessary work (excluding all site work) to construct a DPW garage facility (hereinafter "the Facility"), at 50 Shore Road, Cornwall-On-Hudson which shall consist of a 70' x 184' x 16' post frame building. Said Facility shall be constructed in accordance with (1) the approved specifications and certified architectural floor and electrical plans which specifications and plans have been identified and initialed by the parties hereto and which are annexed hereto and made a part hereof, and which are also known as Exhibit "A", and (2) any written Change Orders.

2. The consideration set forth herein shall be paid in accordance with the disbursement schedule contained in Exhibit "B".

3. The BUILDER agrees to use the advances received hereunder to pay the cost of the labor and materials used in the construction of the Facility in accordance with the trust fund provisions of the Lien Law.

4. The LDC agrees to pay all costs, inspection and appraisal fees. The BUILDER agrees to pay for the electrical inspection and any other permits, certificates and other like instruments necessary to construct the subject premises shall be paid for by the LDC. The LDC will pay for any and all electrical service used by it, its agents and/or employees during the construction of the subject premises.

5. The parties hereto contemplate that the Village of Cornwall-on-Hudson DPW will be responsible for all site work, including but not limited to the Item 4 sub-base and compaction of same.

6. Unless otherwise specifically noted, the BUILDER shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, transportation, and other facilities and services necessary for the proper execution and completion of the work.

7. Any changes of the plans and specifications shall be contained in written "Change Orders." A description of the Change Order and its cost shall be agreed upon in writing before such work is commenced. A sample change order form is attached hereto.

8. The BUILDER warrants to the LDC that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract plans and specifications. All work not so conforming to these standards may be considered defective.

9. In the event that the BUILDER cannot procure certain material contained in the specifications for the proposed house, the BUILDER may substitute other materials therefore, provided that such substitution shall be acceptable to the LDC and provided further that the substituted materials are comparable in quality, or superior, to the specified materials and that the LDC is notified of such substitutions prior to making them and LDC accepts and authorizes such substitutions in writing. There shall not be any material alteration in size or dimension of the Facility shown on the plans attached as Exhibit "A".

10. The BUILDER shall be solely responsible for all construction means, as per the approved plans and specifications, methods, techniques, sequences and procedures and for coordinating all portions of the work under this Contract. The LDC agrees that the direction and supervision of the BUILDER's working forces, including sub-contractors, rests exclusively with the BUILDER, and the LDC agrees not to issue any instructions to, or otherwise, interfere with same. The LDC further agrees not to negotiate for additional work with the BUILDER's working forces or subcontractors, except with the BUILDER's consent. **THE BUILDER WILL NOT BE RESPONSIBLE FOR ANY PRICE QUOTES BY ANY WORKMEN OR SUBCONTRACTORS.**

11. The BUILDER shall employ only qualified persons properly skilled in the work assigned and shall be responsible for all the acts and omissions of all of its employees and all of its subcontractors, their agents and employees and all other persons performing any of the work under a contract with the BUILDER and shall supervise and direct the work, using the best skill and attention.

12. The BUILDER shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work.

13. The BUILDER shall permit and facilitate observation of the work by the LDC and its agents and public authorities at all times.

14. The BUILDER shall adequately protect the work, the premises, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect.

15. The LDC represents that the property will be insured for fire, casualty, or act of God and the BUILDER will be added to the policy as a named insured. The BUILDER agrees to have the LDC added to any BUILDER's Risk, liability and fire insurance policy, as a named insured.

16. The BUILDER shall indemnify and hold harmless the Village of Cornwall-on-Hudson and the LDC, their agents and employees from and against all claims, damages, losses and expenses, including attorneys fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is:

- a. attributable to bodily injury, sickness or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; or
- b. caused in whole or in part by any negligent act or omission of the BUILDER, any employee or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or
- c. result from storage of BUILDER's materials or equipment on the premises after receipt of final payment; or
- d. arises out of the site under BUILDER's control.

17. The LDC shall indemnify and hold harmless the BUILDER, its agents and employees from and against all claims, damages, losses and expenses, including attorneys fees arising out of any work undertaken by or on its behalf by the Village DPW.

18. Should the BUILDER neglect to prosecute the work properly, or fail to perform any provisions of the Contract, the LDC, after seven (7) days written notice to the BUILDER and its surety, if any, may, without prejudice to any other remedy it may have, make good the deficiencies, and may deduct the cost thereof from the payment then or thereafter due the BUILDER or, at its option, it may terminate the contract and take possession of all materials, tools and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the BUILDER, but if such expenses exceed such unpaid balance, the BUILDER shall pay the difference to the LDC.

19. If the BUILDER is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the BUILDER's control, or by any cause which justifies the delay, then the contract time shall be extended by a Change Order for a reasonable time.

20. Should the work be stopped by any public authority for a period of thirty (30) days or more, through no fault of the BUILDER, or should the work be stopped through act or neglect of the LDC for a period of fifteen (15) days, or should LDC fail to pay the BUILDER any payment within fifteen (15) days of payment being due, then the BUILDER, upon seven (7) days written notice to the LDCs, may stop work or terminate the Contract and recover from the LDC payment for all work executed.

21. The LDC shall have the right to inspect the premises prior to final payment and prepare a punch list of unfinished items or items in need of repair, whereupon BUILDER shall complete said items within a reasonable period of time. The making and acceptance of the final payment shall constitute a waiver of all claims by the LDC, other than those arising from unsettled liens or from faulty work appearing thereafter, and/or all claims by the BUILDER except any previously made in writing and still unsettled. Payments otherwise due may be withheld on account of defective work not remedied, liens filed, damage by the BUILDER to others not adjusted, or failure to make payments properly to subcontractors or for material and labor. If after substantial completion of the work, final completion is materially delayed, through no fault of the BUILDER, or if the items remaining to be completed are minor and do not materially interfere with the LDC's use and occupancy, the LDC shall make final payment to the BUILDER withholding, however, the following:

- a. such amount as the LDC is entitled to withhold under the preceding sentence; and
- b. an amount reasonably required for the completion of any incomplete work.

22. The BUILDER shall pay all valid invoices, bills and charges for material, labor or otherwise in connection with or arising out of the construction of the structure and will hold the LDC and Village of Cornwall-on-Hudson free and harmless against all liens and claims of liens for labor and material or either of them filed against the property in connection with or arising out of the construction. The final payment shall not be due until the BUILDER has caused all liens arising out of the construction to be released and has provided the LDC with an affidavit that there are no such liens against the property and that all valid invoices, bills and charges for material, labor or otherwise in connection with or arising out of the construction of the structure have been paid.

23. The contract documents consist of this Contract (which includes the general conditions), the warranty, supplementary and other conditions, the architectural plan drawings, the specifications, all amendments and Change Orders. These form the Contract and what is

required by any one shall be as binding as if required by all. The intention of the contract documents is to include all labor, materials, equipment and other items which are necessary for the proper execution of and completion of the work and the terms and conditions of payment therefore, and also to include all work which may be reasonably inferred from the contract documents as being necessary to produce the intended results.

24. The contract documents shall be signed in not less than duplicate by the LDC and the BUILDER. By executing the contract, the BUILDER represents that it has visited the site and has familiarized itself with the local conditions under which the work is to be performed.

25. The term "work" includes all labor necessary to produce the construction required by the contract documents, and all materials and equipment incorporated or to be incorporated in such construction.

26. The BUILDER shall, at its own expense, carry all Workmen's Compensation Insurance and Public Liability Insurance, and shall pay Old Age Benefits, Unemployment Compensation and taxes upon materials and labor furnished under this contract, as required under the Laws of the State of New York and the United States. Certificates of such insurance shall be provided to the LDC.

27. The entire work is to be subject to the inspection and approval of the Village of Cornwall-on-Hudson Building Inspector. The issuance of a permanent Certificate of Occupancy is mandatory before the BUILDER can receive final payment.

28. All tools, scaffolding, equipment and surplus materials of the BUILDER shall be removed from the premises promptly upon the completion of the work, and the BUILDER shall leave the premises in broom clean condition, free of any personal property not otherwise included in this contract.

29. The BUILDER, at its cost, shall provide to the LDC prior to final payment, a certificate issued by the Board of Fire Underwriters certifying that all of the electrical work and fixtures have been constructed and installed in accordance with all the applicable codes and requirements.

30. BUILDER represents that it will, prior to closing, install all required smoke detecting devices in compliance with Executive Law §378 and that it will provide an affidavit confirming installation of said smoke detector prior to or at the time of final payment.

31. BUILDER represents and warrants that no urea foam or asbestos insulation or any "hazardous materials" as defined by any Federal, State or local environmental law, ordinance, rule (e.g., 42USC, Section 9601 et. seq.) will be used or installed on the premises.

32. The BUILDER represents that the contract includes the hook-up of the utility power supplied to the Facility's electrical system, as provided and limited hereinafter. That is up to 100 feet. BUILDER will install the cable and telephone lines within the conduit installed by the Village.

33. The BUILDER agrees to commence work hereunder within 30 days of receipt of the signed Contract and to complete construction within five (5) months after commencement of construction and notice from the LDC that the site work has begun..

34. BUILDER shall remove, within five (5) days after filing, and keep premises free of any liens filed by any party or parties performing labor or services or supplying materials in connection with the work for the BUILDER or other third party or subcontractors and shall defend and indemnify the LDC and Village of Cornwall-on-Hudson against any claim or demand or Mechanics Lien made by any craftsman or material supplier for work done or materials supplied to the BUILDER for which the BUILDER is responsible according to the terms of the basic contract.

35. Any notice or other communication ("Notice") shall be in writing and sent by either party hereto or their respective attorneys:

Cornwall-on-Hudson Local Development Corporation (LDC)
325 Hudson Street
Cornwall-on-Hudson, New York 12520

and

Jacobowitz & Gubits, LLC
Attention: Howard Protter, Esq.
Post Office Box 367
158 Orange Avenue
Walden, New York 12586

(Village and LDC Attorney)

Burns and Whalen, Inc.
205 Hudson Street
Cornwall-on-Hudson, New York 12520

(Builder)

William J Larkin, III
Larkin Axelrod Ingrassia & Tetenbaum LLP
34 Route 17K
Newburgh New York 12550

(Attorney for Builder)

who are hereby authorized to do so on their behalf, by registered or certified mail, postage prepaid, or delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party, to whom the notice is to be given, or to such other address as such party shall hereafter designate by notice given to the other party or parties pursuant to this paragraph. Each notice mailed shall be deemed given on the third business day following the date of mailing the same and each notice delivered in person or by overnight courier shall be deemed given when delivered.

36. BUILDER represents, warrants and covenants to LDC that the construction, is warranted to be free from all defects.

37. This Contract shall bind the heirs, executors, administrators, successors and legal representatives of the respective parties hereto.

38. Any change or modification to this contract must be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written above.

^{Contractors}
Burns and Whalen Inc.

By: 
Thomas Whalen, President

Cornwall-on-Hudson Local Development Corporation

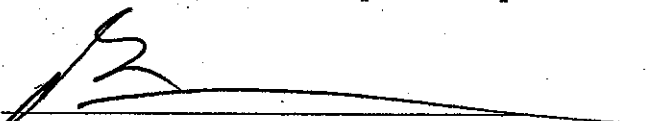
BY: 
Peter Buttiglieri, President

EXHIBIT A

**LDC FLOOR PLANS
DATED 5/19/04
LAST REVISED 9/7/04**

AND

**LDC ELECTRICAL LIGHTING PLANS
DATED 8/23/04
REVISED 9/7/04**

L.D.C. FACILITY

2004

For reference purposes only, the following will apply:

Owner will refer to the LDC
Contractor will refer to the Builder
9/15/04

Insurance:

1. General contractor is responsible for all employees thru his/her firm and any or all sub-contracting on job site.
2. Insurance certificate shall name the LDC as additionally insured in the amount of \$ _____.

Superintendent's Office:

1. Entire superintendent's office and closet to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Padding and carpeting to be installed and purchased equal to Aladdin Color Splash by contractor.
4. Owner to determine color of carpeting.
5. Ceilings and walls to be painted by owner.
6. Paint to be supplied by owner.

Secretary's Office:

1. File cabinets to be provided by owner and installed by owner.
2. Entire office and storage closet to be 5/8" type X gypsum board.
3. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
4. Padding and carpeting equal to Aladdin Color Splash, to be installed and purchased by contractor.
5. Color of carpet determined by owner.
6. Ceilings and walls to be painted by owner.
7. Paint to be supplied by owner.

C.E.O.'s Office:

1. Entire office to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Ceilings and walls to be painted by owner.
4. Paint to be supplied by owner.
5. Padding and carpeting to be installed and purchased equal to Aladdin color Splash by contractor.
6. Color of carpet determined by owners.

Meeting Room Upstairs:

1. Entire office to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Ceiling and wall to be painted by owners.
4. Padding and carpeting to be installed equal to Aladdin Color Splash by contractor.

Hallways:

1. First floor hallway floor to remain concrete, power troweled.
2. Second floor hallway floor to be fire rated carpeting equal to Aladdin Color Splash.
3. Color of carpet to be determined by owner.
4. Second floor hallway to have 5/8" tongue and groove plywood.
5. Ceiling of first floor hallway to be insulated.
6. Both hallways to be 5/8" sheet rock type X on walls and ceilings.
7. All gypsum board to be taped and joint compound installed to provide a smooth paintable finish.
8. Ceilings and walls to be painted by owner.
9. Paint to be supplied by owner.

Lunch Room:

1. To have type R13 insulation inside walls.
2. To have type R38 insulation in ceiling.
3. All walls and ceilings to have 5/8" gypsum board type X
4. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
5. Ceilings and walls to be painted by owner.
6. Paint to be supplied by owner.
7. Vinyl tile to be installed over concrete floor and cemented in place.
8. Tiles to be equal to Manington commercial tile.
9. Tile color to be determined by owner.
10. Kitchen faucet to be equal to Delta 480-WF.

Record's Room:

1. Record's room is to have double 5/8" type X gypsum board on interior walls and 5/8" gypsum board on exterior walls.
2. Fire rated electrical switch for lights to be installed.
3. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
4. Ceiling and walls to be painted by owner.
5. Paint to be supplied by owner.
6. Floor to remain concrete floor troweled smooth and level.
7. Three explosive incandescent figures #7D773 with standard dome reflector #5KF13 to be installed on ceiling.

Meeting Room (downstairs):

1. Entire office to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Ceiling and wall to be painted by owner.
4. Floor to remain concrete, power troweled.

Truck Lift:

1. Current truck lift at DPW garage to be removed by owner.
2. Contractor responsible to have securing devices mounted into floor of new facility for mounting of the truck lift. (Owner to provide specifications.)
3. Contractor responsible for supplying of electric to operate lift.

Locker Room:

1. Lockers to be provided and assembled by owner and installed by contractor.
2. Shower stall be purchased and installed by contractor.
3. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
4. Bench location as shown on plans.
5. Bench to be of oak construction, on pedestals with polyurethane finish.
6. Bench to be purchased and installed by contractor.
7. Floor tile equal to Manington commercial tile to be installed.

Leader Assistant / Leader Office:

1. Entire office to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. Ceilings and walls to be painted by owner.
5. Paint to be supplied by owner.
6. Floor to remain concrete.

Chain Room:

1. Entire room to be 5/8" type X gypsum board
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable finish.
3. Contractor to prime walls.
4. Ceiling and walls to be painted by owner. Paint to be supplied by owner.
5. One (1) 1' x 4' fluorescent light #149500 to be purchased and installed by contractor.
6. Floor to remain concrete.

PVC Room:

1. To be 5/8" type X gypsum board.
2. Gypsum board joint to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. Shall not be provided with doors
5. To have one (1) 1' x 4' fluorescent light installed and purchased by contractor
6. Floor to remain concrete power troweled level.

Cleaning Room:

1. To be 5/8" type X gypsum board.
2. Gypsum board joint to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. To have one (1) 1' x 4' fluorescent light installed and purchased by contractor.
5. Concrete floor troweled smooth and level.

Hand Tool Room:

1. To be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. To have one (1) 1' x 4' fluorescent light installed and purchased by contractor.
5. Concrete floor troweled smooth and level.

Hallway:

1. Outer hallway wall next to garage bay area which extends from floor to ceiling is to be of 2 x 6 construction with fire stops in walls.

Pit "Mechanics":

1. Grease pit to be 3'5" I.D. x 62" deep finished I.D.
2. Pit to be connected to garage floor drain.
3. Walls to have a thickness of 8" width 5" rebar.
4. Floor to have a thickness of 12" width 5" rebar.
5. Oil drain pump, tubing is to be installed underneath concrete floor (see plans). Owner to supply tubing.
6. (4) 4' lights equal to Lunce Shield PDFT241ELIA to be mounted on side wall of pit underneath six (6) inch overhang side of pit.
7. Tire guides.
8. Stairways of concrete at each end of the pit are to be installed going into pit area. Stairways to conform to building code specs.

Open Storage Lofts Both:

1. Both lofts to have 3/4" tongue and groove OSB on floor.
2. Walls to be of 2 x 4 construction with 5/8" type X gypsum board installed.
3. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
4. Contractor to prime walls.
5. Walls of lofts to be (4) feet in height.
6. Walls to be painted by contractor.
7. Color to be determined by owner which will be the same color as truck bay area.
8. Staircases and railings to be steel constructions.

Emergency Station:

1. One emergency station with eyewash and showerhead equal to a Speakman item # 108-1217
2. Location of emergency station as defined on plans.
3. The above items are to be installed and purchased by contractor

Closets, Storage:

1. To be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. Contractor is responsible for the purchasing and installation of fluorescent lighting in these areas.

Floor Drains:

1. Installed in truck bay area. See plans.
2. Installed in locker room and all bathrooms along with eye wash location.
3. All drains to be connected to oil/water separator which is located outside of the building.

Exhaust Fans:

1. One exhaust fan, equal to a Dayton 60586 is to be installed at the gable end of building, inside garage. Owner to decide on location.
2. Two exhaust fans equal to a Dayton 60586 to be installed in truck bay portion of garage, at owner discretion.
3. Fans to be connected to variable speed switches at a location near Lula wall in truck back area.
4. Exhaust fans to have shutters.
5. One exhaust/light fan equal to Broan 5E834 with a central switch 5C209 to be installed in ceiling under work bench and ducts connected to bathroom by mechanics bay.

Mechanic's Office:

1. Entire office to be 5/8" type X gypsum board.
2. All gypsum board joints to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. Ceiling and walls to be painted by owner.
5. Floor to remain concrete.

Work Bench:

1. Work bench to be of 2 x 6 construction with (8) eight 4x4 uprights to provide a sturdy unit.
2. Top of work bench to have a 3/4" plywood (a.c.)
3. One sheet of 3/16" steel 10foot in length to be cut and installed on top of plywood work bench by contractor.
4. Steel to be bolted to work bench with countersink bolts (7) seven on flat bench area. Four on nosing and five on wall splash

Generator:

1. Owner to remove existing generator from existing garage at 206 Hudson Street and to place this generator at new D.P.W. facility.
2. Contractor to form generator pad for concrete. Contractor responsible for replacement of concrete. 3500 P.S.I. to a level concrete pad.
3. Owner responsible to make arrangements thru central Hudson for gas supply to building.
4. Owner to dig trench for gas supply gas line from existing main to building.
5. Contractor responsible for complete hookup of existing generator to new building to operate entire building for heat, AC and all electrical components.
6. Contractor responsible to disconnect current generator and power command transfer panel box before owner removes generator from 206 Hudson Street.
7. Contractor responsible to connect existing sanitation building to generator along with underground wiring.
8. Owner to dig trench from sanitation building to generator.

Oil Water Separator:

1. Oil water separator to be purchased and installed by contractor.
2. Backfill material and/or stone to be purchased by contractor.
3. Excavation of hole and backfilling of oil water separator to be done by owner.
4. Oil water separator to be the minimum of 1,000 gallon 6' x 12' x 5'3" O.D. 6" walls and floor, 9" rods, 4" center baffle wall with one (1) fossil tee T128 and two (2) manhole 24, cast iron 6" frame x 24" cover.
5. All connection of sanitary sewer and floor drains to be purchased and connected by contractor, to oil water separator and sanitary sewer stop outside of building.

Compressor Room Air Supply:

1. P.V.C. pipe to be installed from compressor to location located on blueprints for air supply.
2. All piping is to be installed over ceiling and protrude thru ceiling with one (1) foot airline provisions for connecting into retractable air lines reel. Reels to be provided by Village.
3. Compressor room floor to remain concrete.
4. Gypsum board to be 5/8" type X with wall joints taped and joint compound installed to provide a smooth paintable surface.
5. Contractor to prime walls.
6. Ceilings and walls to be painted by owner.
7. Paint to be supplied by owner.
8. To have one (1) 1' x 4' fluorescent ceiling light installed and purchased by contractor.

Ceiling Fans:

1. Four fans equal to Dayton 4F424, with individual controls mounted on wall to be installed and purchased by contractor.
2. Owner to determine location of fans on ceiling in truck bay area.
3. Controls to be mounted on wall near "Lula" to operate all ceiling fans.

Lula Elevator:

1. Provision for location are supplied on plans.
2. Contractor responsible for electrical provisions to operate unit.
3. Owner to purchase elevator at a future date and installation.

Electric Door Openers:

1. Electric door openers and three (3) button control stations to be installed for each overhead door of sufficient size to properly operate each door. Contractor to supply all parts, labor.
2. Button control stations to be located along side of each overhead door.
3. Button control station (Multi) to be located on wall by Lula to operate all overhead doors at this location.

AC Units:

1. All rooms on first floor (excluding storage, closets) are to have central air conditioning with individual thermostats located in each room.
2. Air conditioner unit to be of a size to properly cool the first floor.
3. All rooms on second floor (excluding storage closets) are to have central air conditioning with individual thermostats located in each room.
4. Air conditioner unit to be of a size to properly cool the second floor.
5. A.C. units to be installed on northwestern side of the building outside on concrete pad.
6. Air handlers to be hung off the roof system above 2nd floor.
7. Leader office, mechanics office, and bathroom at south end of building to be connected to central air units, with individual thermostats for each room.

8. All required return grills, duct work and ducts are to be provided for a complete system.
9. All A.C. units and supplies for a complete system are to be purchased and installed by contractor.

Window Schedule:

1. Refer to plans.
2. All windows to be purchased and installed by contractor.

Door Schedule:

1. All doors to be purchased and installed by contractor.
2. Refer to plans for schedule.

Lighting Schedule:

1. Refer to plan schedule.
2. All lights to be purchased and installed by contractor, except for the eight garage lights from existing facility which contractor will install. Owner to remove existing lights for contractor.

Drop Sinks:

1. Two drop sinks are to be provided (according to plan specs) in garage area and cleaning room.
2. Drop sinks to have minimum dimensions of 21 ½ " x 23" W x 13".

Heat Schedule for Offices:

1. All offices are to have baseboard electric heat.
2. All rooms are to have thermostats located within each room to control heat/temperature in each room.
3. Baseboard heaters are to be of sufficient size to properly heat each room to minimum of 75 degrees when outside air temperature is -10 degrees below 0 degrees.

Sewer Pump:

1. Owner to excavate trench from new facility to Village sewer main.
2. Contractor to supply concrete vault and cover to set pump into.
3. Owner to supply PVC pipe and install pipe from new facility exterior at main.
4. Contractor to supply sufficient size sewer pump to accommodate entire new DPW facility and new water department facility. Contractor to install a WYE fitting for future connection for water department.

Truck Bay Drains:

1. A floor drainage system equal to an ACO drain system.
2. Floor drainage to run the entire length of building located in the center of the width of garage.
3. Drainage system to connect to oil-water separator located outside of the south end of building.

Carpeting:

1. All offices to have padding underneath carpeting.
2. All offices to have carpeting equal to as defined for each room.
3. Color to be chosen by owner. Installation and purchase of this carpet is to be done by contractor.

Bathroom Fixtures:

1. Bathrooms are to defined as the following:
 - Upstairs men's room and women's room, handicapped accessible;
 - Downstairs men's room and women's room, handicapped accessible;
 - Bathroom at south end of building by mechanics area, handicapped accessible;
 - Toilets, sinks faucets, urinals as defined on blueprints;
 - Handicap grab bars to meet handicapped accessories, codes (federal, state);
 - Medicine cabinet in all bathrooms; and
 - All medicine cabinets to have mirrors.

Insulation:

1. Insulation is NOT to be installed in the following areas
2. Closets, PVC pipe fitting room, chain room, cleaning supply room, hand-tool, three (3) storage rooms.
3. All other rooms to have R13 in walls and R38 in the ceiling.

Garage Heat Schedule:

1. One existing gas fired ceiling mounted heater unit with thermostat in existing garage at 206 Hudson Street to be installed in new garage by contractor.
2. Three new gas fired electric igniter units of equal size as existing unit with individual thermostats to be purchased and installed by contractor.
3. Owner will remove unit from existing facility.
4. Location of heat units to be determined by owner.
5. Gas lines to be black pipe or flexible gas tubing.

Lumber:

1. All offices, mechanics, leader's office, closets, bathrooms, storage closets, cleaning supply room, PVC pipe fitting room, chain room, locker room, record's room, lunch room to be 2 x 4 construction on walls and 2" x 10" on the first floor ceiling.
2. Upstairs offices to have 3/4" tongue and groove OSB installed on floor.

Paint:

1. Owner to purchase and paint all offices, closets, bathrooms, storage closets, cleaning supply room, PVC pipe fitting room, chain room, locker room, records room, lunch room.
2. Contractor to paint entire truck bay area which includes the storage lofts.
3. Truck bay area to have primer and a minimum of 2 coats of paint on walls and ceilings, to provide a finished appearance.
4. Owner will determine color of paint.

Concrete Floor Truck Bay Area:

1. Entire 70' x 184' floor area to have concrete at a minimum of twelve (12") inches, 4000 P.S.I.
2. Finished floor to have a two (2") inch pitch for truck bay area from outer exterior walls sloping to center floor drain in truck bay area.
3. Concrete floor to be power troweled to provide a smooth finish.
4. Reinforcing wire and poly to be installed.
5. Expansion joints to be installed.
6. Expansion joints to have a sealer applied over top of expansion joints to prevent water from accessing.
7. Single bay with acco drain for truck washing is to have that particular bays concrete floor sloped to acco drain.

Concrete Floor Underneath Offices:

1. This area of concrete floor to be power troweled to provide on level smooth finish.
2. Reinforcing wire to be installed.
3. Poly to be installed.

Concrete Floors (1st Floor):

1. This area of concrete floor to be power troweled to provide a level smooth surface. Exceptions to this would be the bathrooms, locker room which will have the floor pitched to drain into floor drains.
2. Reinforcing wire to be installed.
3. Poly to be installed.

Gutters:

1. Seamless white gutters commercial grade minimum six (6) inch in width are to be installed on both sides of building for entire 180' on each side.
2. Contractor to purchase
3. Gutter leaders are to be installed off all four corners of building to ground level. Owner may eliminate the gutters upon Notice to the Builder.
4. Gutters will slope from center of building towards each end of building.

Misc. for Bathroom:

1. Bathroom to have green board gypsum board.
2. All green board gypsum board is to be taped and joint compound installed to provide a smooth paintable surface.
3. Contractor to prime walls.
4. Exhaust fans both equal to Broan 5E829 to be purchased and installed by contractor.
5. Floor to be tile cemented in place. Tiles equal to Manington commercial grade.
6. Color of floor tile to be determined by owner.

Hose Bibs:

1. Hose bibs are to be located at (7) seven locations for exterior water. See plans. Feeding off of ½" copper line.
2. Interior hose bibs are to be located between garage doors at (7) seven locations. Not shown on plans. Feeding off ½" copper lines.
3. Hose bibs in truck wash bay with acco drain running thru it, to have a hose running off a 2" feed line.

Alternates:

1. Alternates #1 extend the pit is eliminated.
2. Concrete sealer on top of concrete (brushed on) to resist salt damage.
3. Concrete sealer-additive to be mixed at the plant with the concrete for prevention of salt damage.

Debris Removal:

1. All debris, i.e. wood, metal, sheet rock and insulation, from construction to be removed from site by owner.

Miscellaneous:

1. During construction of building, owner reserves the right to alter interior location of stairways, walls, doors, lights and electric plugs as need, before construction begins. Owner will coordinate with contractor.
2. Eight existing ceiling lights currently located at the existing highway garage bay area, are to be relocated, to new facility, with contractor supplying the remaining lights.
3. The only work the contractor WILL NOT DO for the construction of this facility is the following:
 - a. Will not paint the offices, closets etc. will only paint entire truck bay wall and ceilings and storage lofts.
 - b. Will not install the gas line for the generator from generator to gas main.
 - c. Will not do site work, excluding drilling holes for building posts.
 - d. Will not run wires for telephones, cables, computers, security system.
 - e. Will not run two inch tubing from compressor room to fee air lines throughout the building.
 - f. Digging of hole and backfilling for oil/water separator.
4. During construction the constructor is to allow enough time for the owner to install wires for cable, computer, telephones and smoke alarm and security system. All of this is to be completed before sheet rock is installed, owner to purchase wiring.

Completion Date:

Entire facility to be completed within six (6) months of authorization to proceed.