

Constructor shall maintain a documented, itemized accounting evidencing the expenses and savings.

8.3.2 If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than fifteen percent (15%) above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase in costs due solely to the variation above fifteen (15%) percent or solely to the decrease below fifteen percent (15%) of the estimated quantity.

8.3.2.1 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

8.3.3 If Owner and Constructor disagree as to whether work required by Owner is within the scope of the Work, Constructor shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Constructor to proceed, Constructor shall perform the disputed work and Owner shall pay Constructor fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4, for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES Owner may direct Constructor to perform incidental changes in the Work, upon concurrence with Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Constructor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values. If the Contract Price is made up of unit prices, Constructor shall submit a schedule of values for all items whose value is a lump sum and that will take more than one month to perform. If the Contract Price is a lump sum, the sum of the schedule of values shall equal the Contract Price. For any item priced on a lump sum basis, the schedule of values for that unit shall total the unit lump sum price.



9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS Constructor shall submit to Owner a monthly application for payment no later than the Last Day of the calendar month for the preceding thirty (30) Days as of the 26th calendar day through the 25th calendar day of the calendar month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values, quantities of unit price items acceptably installed, and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directed Changes. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fourteen (14) Days after Constructor has submitted a complete and accurate payment application, or such shorter time period as required by applicable state statute Chapter 715.12. Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 9.2.3.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

9.2.2.1 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Constructor shall, within thirty (30) Days after filing, cause the removal of any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Constructor fails to take such action on a lien, Owner may cause the lien to be removed at Constructor's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 12 relating to the subject matter of the lien.

9.2.3 RETAINAGE From each progress payment made prior to Substantial Completion, Owner may retain Ten percent (10%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If Owner chooses to use this retainage provision:

9.2.3.1 after the Work is fifty percent (50%) complete, Owner shall retain Five Percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 9.3;

9.2.3.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Constructor may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:



- 9.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;
- 9.3.2 Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to Others to whom Owner may be liable;
- 9.3.3 Constructor's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner;
- 9.3.4 rejected, nonconforming, or Defective Work not corrected in a timely fashion;
- 9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;
- 9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and
- 9.3.7 uninsured third-party claims involving Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received, including interest for late payment. The Contract Price and Contract Time shall be equitably adjusted by a Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

9.6 SUBSTANTIAL COMPLETION

9.6.1 Constructor shall notify Owner and, if directed, Design Professional, when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Work or a designated portion is achieved, Constructor shall prepare a Certificate of Substantial Completion establishing the date of Substantial



Completion and the respective responsibilities of Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Constructor to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Constructor as necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.2 When Final Completion has been achieved, Constructor shall prepare for Owner's written acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.3 Final payment of the balance of the Contract Price shall be made to Constructor within fourteen (14) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under the subsection below, and a Certificate of Final Completion has been executed by Owner and Constructor.

9.8.4 Final payment shall be due on Constructor's submission of the following to Owner:

- (a) an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;



- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety; and
- (e) any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

9.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Constructor, Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, Constructor shall submit to Owner, and if directed, Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.6 OWNER RESERVATION OF CLAIMS Claims not reserved in writing by Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of Constructor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

10.2.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual



liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, shall be written with at least the following limits of liability:

10.2.1.1 Employers' Liability Insurance

- (a) \$500,000 bodily injury by accident per accident.
- (b) \$500,000 bodily injury by disease policy limit.
- (c) \$500,000 bodily injury by disease per employee.

10.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

10.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$2,000,000 general aggregate.
- (c) \$2,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

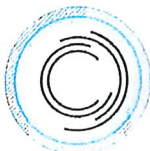
10.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under subsection 10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3 Constructor shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement.

10.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under subsection 10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3 PROPERTY INSURANCE

10.3.1 Before commencing the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name Owner, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage,



wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship, or material. Constructor shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of Owner, Subcontractors, Subsubcontractors, Suppliers, and Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with this subsection.

10.3.2

10.3.2.1

10.3.3 Owner and Constructor waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as Constructor may have for the failure of Owner to obtain and maintain property insurance in compliance with subsection 10.3.1.

10.3.4 To the extent of the limits of Constructor's CGL specified in subsection 10.2.1 or X dollars (\$X), whichever is more, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon Constructor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

10.4 POLLUTION LIABILITY INSURANCE

If the Contract Price exceeds \$100,000, then Owner, Constructor, or Neither Party is required to procure and maintain the pollution liability insurance. If applicable such insurance coverage shall apply to bodily injury and property damage in the following amounts: per occurrence, and shall apply for year(s) after Final Completion.

10.5 OWNER'S INSURANCE

10.5.1 BUSINESS INCOME INSURANCE Owner may procure and maintain insurance against loss of use of Owner's property caused by fire or other casualty loss.

10.5.2 OWNER'S LIABILITY INSURANCE Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including, without limitation, loss of use and claims, losses, and expenses arising out of Owner's acts or omissions.

10.6 ADDITIONAL GENERAL LIABILITY COVERAGE



10.6.1 Owner [] shall/ X shall not require Constructor to purchase and maintain additional liability coverage, primary to Owner's coverage under subsection 10.5.2.

10.6.2 If required by the above subsection, the additional liability coverage required of Constructor shall be:

1. X Additional Insured. Owner shall be named as an additional insured on Constructor's CGL specified for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite.

2. [] OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional general liability coverage in accordance with this subsection shall be paid by Owner directly, or the costs may be reimbursed by Owner to Constructor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

10.7 ROYALTIES, PATENTS, AND COPYRIGHTS Constructor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work. Constructor shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Constructor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

10.8 BONDS

10.8.1 Performance and Payment Bonds

If applicable Law requires a bond, the Parties shall comply with applicable Law. Otherwise, performance and payment bonds [X] are / [] are not required. Such bonds shall be issued by a corporate surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. Such bonds shall be furnished in conformance with applicable statutory or other legal requirements in the jurisdiction in which the Project is located.

The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of Constructor's Payment Bond for the Project, if any, shall be furnished by Owner or Constructor upon the Subcontractor's written request.



10.9 PROFESSIONAL LIABILITY INSURANCE To the extent Constructor is required to procure design services in accordance with section 3.17, Constructor shall require its design professional to obtain professional liability insurance for claims arising from the negligent performance of design services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to Constructor's design professional, written for not less than [_____] dollars (\$[_____]) per claim and in the aggregate with the deductible not to exceed One Million dollars (\$1,000,000). Constructor's design professional shall pay the deductible.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

11.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Constructor a second notice to correct the default within a three (3) Business Day period.

11.2.1 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.2 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give prompt written notice of such action to Constructor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Owner may notify Constructor and, if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen



(14) Day period, Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under section 11.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

11.3.2 USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT If Owner or Others perform work under this section, Owner shall have the right to take and use any materials, supplies, and equipment belonging to Constructor and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if Constructor or Constructor's trustee rejects the Agreement, or if there has been a default and Constructor is unable to give adequate assurance that Constructor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice Constructor for all amounts due pursuant to sections 11.2 and 11.3.

11.3.5 If Owner terminates this Agreement for default, and it is later determined that Constructor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.4.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to Constructor, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If Owner terminates this Agreement for Convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred as a result of the termination but not including Overhead or profit on Work not performed; and (c) a premium set forth in a schedule below 10% of the unpaid contract price.

11.4.3 If Owner terminates this Agreement, Constructor shall:

(a) execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

(b) exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;



- (c) cancel any subcontracts, orders, and commitments as Owner directs; and
- (d) sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to Owner, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Constructor for any of the following reasons:

- 11.5.1.1 under court order or order of other governmental authorities having jurisdiction;
- 11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or
- 11.5.1.3 suspension by Owner for convenience pursuant to section 11.1.

11.5.2 In addition, upon seven (7) Days' written notice to Owner, Constructor may terminate this Agreement if Owner:

- 11.5.2.1 fails to furnish reasonable evidence pursuant to section 4.24.2 that sufficient funds are available and committed for Project financing; or
- 11.5.2.2 assigns this Agreement over Constructor's reasonable objection; or
- 11.5.2.3 fails to pay Constructor in accordance with this Agreement and Constructor has complied with section 9.5; or
- 11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by Constructor in accordance with this section 11.5, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon



receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the mediation.

12.3

[]
[]

12.3.1

If the matter remains unresolved following the issuance of the nonbinding finding by the mitigation procedure

12.4 MEDIATION If direct discussions pursuant to section 12.2 do not result in resolution of the matter the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association (AAA) and administered by the AAA;

the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or

the current arbitration rules of [] and administered by [].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

[] Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.5.1 The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.5.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

12.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim



or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

12.5.4 An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

12.6 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.7 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Constructor that Constructor may have under lien laws.

ARTICLE 13 MISCELLANEOUS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Constructor than this Agreement. If such assignment occurs, Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.3 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.6 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms



prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8 RIGHTS AND REMEDIES The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement, and which are incorporated herein are as follows:

- (a) Drawings and Specifications: See Exhibit A
- (b) : RFP Documents and Addendum Exhibit B
- (c) Schedule of Values: Exhibit C To Be Provided
- (d) Project Schedule: Exhibit D
- (e) Schedule of Allowances and Unit Prices: Exhibit E
- (f) Insurance: Exhibit F

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Price or dispute mitigation and resolution.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement, including all exhibits to same; (c) subject to subsection 14.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by Owner pursuant to subsection 3.13.4 or designated as a Contract Document in section 14.1; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

ARTICLE 15 PUBLIC RECORDS



- (a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT DR. RUI-DE XUE, PH.D, THE DIRECTOR AND CUSTODIAN OF PUBLIC RECORDS AT (904) 471-3107, XUEAMCD@GMAIL.COM, 120 EOC DRIVE, ST. AUGUSTINE, FLORIDA 32092.
- (b) The contractor shall comply with Chapter 119, Florida Statutes, in regard to public records laws, specifically to:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.



(c) Failure to provide the public records to the public agency within a reasonable time may subject the contractor to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes

OWNER: Anastasia Mosquito Control District

BY: _____

PRINT NAME Jeanne Moeller PRINT TITLE Chair, Board of Commissioners

WITNESS: _____

NAME [_____] TITLE [_____]

CONSTRUCTOR: COMPASS GROUP, INC.

BY: _____

PRINT NAME Ron V. Flick PRINT TITLE President/CEO

WITNESS: _____

NAME [_____] TITLE [_____]

END OF DOCUMENT.





Exhibit A - Plan & Specification Document Log-AMCD Bid Set
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Job #: 2122 AMCD Disease Vector Education Center-Anastasia Mosquito Control
120 EOC Drive
St Augustine, Florida 32092

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
00 Cover	COVER	0	12/09/2020	02/02/2021	Bid Set (02/02/21)
00 SHEET INDEX	SHEET INDEX	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
A-1	ARCHITECTURAL FLOOR PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
A-1.2	GENERAL NOTES / FINISHES / WALL TYPES AND INT. WINDOW ELEV	0	12/09/2020	02/02/2021	Bid Set (02/02/21)
A-1.3	REFLECTED CEILING PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
	ROOF PLAN	0	12/09/2020	02/02/2021	Bid Set (02/02/21)
	BUILDING ELEVATIONS & WALL SECTION	1	01/26/2021	01/27/2021	Addendum 2 - Plan Review Rev 1 (01/26/21)
A-3	BUILDING ELEVATIONS	0	12/09/2020	02/02/2021	Bid Set (02/02/21)
A-4	BUILDING SECTIONS	1	01/26/2021	01/27/2021	Addendum 2 - Plan Review Rev 1 (01/26/21)
A-5	DOOR AND ROOM FINISH SCHEDULES	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
A-6	ENLARGED TOILET ROOM	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
A-7	ACCESSIBILITY GUIDELINES	0	12/09/2020	02/02/2021	Bid Set (02/02/21)
A-8	EXHIBIT FLOOR PLAN	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.1	LOBBY AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.2	HABITAT AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.2.1	HABITAT AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.2.2	HABITAT AREA ELEVATIONS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.3	LIFE CYCLE & PINNED MOSQUITOS AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.3.1	LIFE CYCLE & PINNED MOSQUITOS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.3.2	LIFE CYCLE & PINNED MOSQUITOS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.4	MOSQUITO DISEASE HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.4.1	MOSQUITO DISEASE HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.4.2	MOSQUITO DISEASE HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.5	KIDS AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.5.1	KIDS AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.5.2	KIDS AREA	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.6	CLASSROOM/MOVIE THEATER	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
A-8.6.1	CLASSROOM/MOVIE THEATER	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.7	MOSQUITO TECH. & TOOLS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)



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Exhibit A - Plan & Specification Document Log-AMCD Bid Set
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Job #: 2122 AMCD Disease Vector Education Center-Anastasia Mosquito Control
120 EOC Drive
St Augustine, Florida 32092

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A-8.7.1	MOSQUIO TECH. & TOOLS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.7.2	MOSQUIO CONTROL & TECH	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.7.3	MOSQUIO CONTROL & TECH	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.8	OTHER DISEASE VECTORS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
A-8.8.1	OTHER DISEASE VECTORS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9	UF AND OTHER ENTOMOLOGY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9.1	UF AND OTHER ENTOMOLOGY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9.2	UF AND OTHER ENTOMOLOGY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9.3	UF AND OTHER ENTOMOLOGY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9.4	OTHER DISEASE VECTORS	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.9.5	UF AND OTHER ENTOMOLOGY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.10	MOSQUITO CONTROL HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.10.1	MOSQUITO CONTROL HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.10.2	MOSQUITO CONTROL HISTORY	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
A-8.11	AMCD HISTORY	0	11/20/2020	02/02/2021	Bid Set (02/02/21)
A-8.11.1	AMCD HISTORY	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
C-1	ARCHITECTURAL SITE PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
C-1.1	SITE PLAN NOTES & DETAILS	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
G-1	LIFE SAFETY-CODE COVER SHEET	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
Civil					
1	COVER SHEET	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
2	GENERAL NOTES	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
3	OVERALL SITE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
4	SITE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
5	GRADING AND DRAINAGE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
6	HARDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
7	HARDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
8	HARDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
9	LANDSCAPE SCHEDULE	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
10	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
11	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
12	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
13	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
14	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
15	LANDSCAPE PLAN	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
16	CONSTRUCTION DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)



Exhibit A - Plan & Specification Document Log-AMCD Bid Set
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120 EOC Drive
St Augustine, Florida 32092

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
17	CONSTRUCTION DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
18	HARDSCAPE DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
19	HARDSCAPE DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
20	HARDSCAPE DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
21	LANDSCAPE DETAILS	0	12/04/2020	02/02/2021	Bid Set (02/02/21)
22	IRRIGATION PLAN - SCHEDULE	0	10/24/2020	02/02/2021	Bid Set (02/02/21)
23	IRRIGATION PLAN	0	10/24/2020	02/02/2021	Bid Set (02/02/21)
Electrical					
E-1	ELECTRICAL LEGEND & PROJECT GENERAL NOTES	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-2	ELECTRICAL SITE PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
	LIGHTING PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
	LIGHTING PLAN - EXHIBITS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-4	POWER PLAN	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-4.1	POWER PLAN - EXHIBITS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-5	COMMUNICATIONS AND LIFE SAFETY SYSTEMS PLAN	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-5.1	LOW VOLTAGE - EQUIPMENT LIST	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-6	ELECTRICAL ROOF PLAN	1	01/14/2021	01/14/2021	Addendum 1 - Plan Review Rev 1 (01/14/21)
E-6.1	SINGLE LINE DIAGRAM - PHOTOVOLTAIC SYSTEM	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-7	POWER RISER DIAGRAM	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-8	ELECTRICAL SCHEDULES	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-8.1	ELECTRICAL SCHEDULES	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-9	ELECTRICAL DETAILS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-10	ELECTRICAL DETAILS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
E-11	ELECTRICAL DETAILS	0	12/16/2020	02/02/2021	Bid Set (02/02/21)
Fire Protection					
FP-1	COVER SHEET	2	11/20/2020	02/02/2021	Bid Set (02/02/21)
FP-2	FIRE PROTECTION DESIGN CRITERIA & HYDRAULIC ANALYSIS	2	11/20/2020	02/02/2021	Bid Set (02/02/21)
FP-3	FIRE PROTECTION SITE PLAN	2	11/20/2020	02/02/2021	Bid Set (02/02/21)
FP-4	HAZARD CLASSIFICATION PLAN	2	11/20/2020	02/02/2021	Bid Set (02/02/21)
Mechanical					
M-1	MECHANICAL NOTES, LEGEND AND ABBREVIATIONS	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
M-2	MECHANICAL SCHEDULES	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
M-3	MECHANICAL PLAN	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
M-4	MECHANICAL DETAILS	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
Plumbing					
P-1	PLUMBING LEGEND AND NOTES	0	07/20/2020	02/02/2021	Bid Set (02/02/21)



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Job #: 2122 AMCD Disease Vector Education Center-Anastasia Mosquito Control
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St Augustine, Florida 32092

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P-2	PLUMBING SCHEDULES	0	07/07/2020	02/02/2021	Bid Set (02/02/21)
P-3	SANITARY WASTE PLAN	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
P-4	DOMESTIC WATER PLAN	0	07/07/2020	02/02/2021	Bid Set (02/02/21)
P-5	PLUMBING DETAILS	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
P-6	SANITARY RISER	0	07/20/2020	02/02/2021	Bid Set (02/02/21)
Structural					
S-1	GENERAL NOTES & DESIGN CRITERIA	0	11/02/2020	02/02/2021	Bid Set (02/02/21)
S-2	FOUNDATION PLAN, SECTIONS & DETAILS	0	11/02/2020	02/02/2021	Bid Set (02/02/21)
S-3	FOUNDATION SECTIONS & DETAILS	0	11/02/2020	02/02/2021	Bid Set (02/02/21)