AGREEMENT

made as of the 22nd day of January in the year of
(Two Thousand and Nine)

BETWEEN the Owner:
Monroe County Community School Corporation
315 North Drive
Bloomington, Indiana 47401

BETWEEN the Owner:
Monroe County Community School Corporation
315 North Drive
Bloomington, Indiana 47401

For the following Project:
Administration Building Renovation
315 East North Drive
Bloomington, IN 47401

The Construction Manager is:
Weddle Bros. Building Group Corp., LLC
1201 West Third Street
Bloomington, IN 47402-1330

The Architect is:
Kirkwood Design Studio, P.C.
113 East 6th Street
Bloomington, IN 47408

The Owner and Contractor agree as set forth below.
ARTICLE 1
THE CONTRACT DOCUMENTS

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

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All work identified as Bid Package

2 Mechanical

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Inset the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic’s liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Inset the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work. If not stated elsewhere in the Contract Documents.)

December 1, 2009

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Inset provisions, if any, for liquidated damages relating to failure to complete on time.)
ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of Eight Hundred Nineteen Thousand Five Hundred Dollars ($819,500.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(Make the numbers or other identification of accepted alternatives. If decisions on other alternatives are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternatives showing the amount for each and the date until which that amount is valid.)

4.3 Unit prices, if any, are as follows:

Unit Price No. 1: Rock Excavation
For each cubic yard of rock excavation,
Including hauling off-site: $500.00/Cu.Yd.
ARTICLE 5
PROGRESS PAYMENTS

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

5.2 The period covered by each Application for Payment shall be one calendar month ending on the 20th day of the month, or as follows:

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than 30 calendar days thereafter. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than 60 days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainerage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored on the site at a location agreed upon in writing), less retainerage of percent (%).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sumless such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainerage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainerage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

5.8.1 To be in accordance with General and Supplemental Conditions.
ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor’s responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

To be in accordance with the Contract Documents for all other provisions regarding final payments.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

7.3 Temporary facilities and services:

(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

To be in accordance with the Contract Documents for all requirements.

7.4 Other Provisions:

(Here list any special provisions affecting the Contract.)

None
ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.


9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Pages</th>
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<tbody>
<tr>
<td>As itemized on Exhibit &quot;A&quot; Enumeration of Contract Documents</td>
<td>total pages 10</td>
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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:

Either list the Specifications here or refer to an exhibit attached to this Agreement.

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Pages</th>
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<tbody>
<tr>
<td>As itemized on Exhibit &quot;A&quot; Enumeration of Contract Documents</td>
<td>total pages 10</td>
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9.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
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<td></td>
<td>As itemized on Exhibit &quot;A&quot; Enumeration of Contract Documents total pages 10</td>
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9.1.6 The Addenda, if any, are as follows:

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<tr>
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</table>

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.
9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

The other documents referenced above are included as part of the Contract Documents and/or are supplemental to the Contract Documents. All the documents enumerated and listed in Exhibit "A" form the form the Contract Documents.

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER
Monroe County Community School Corporation

(Signature)
D. Jeannine Butler, President
(Printed name and title)

CONTRACTOR

Harrill-Fish Inc.

(Signature)
Stephen R. Dawson, II, President
(Printed name and title)

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MCCSC Administration Building Renovation

DIVISION 0 - BIDDING REQUIREMENTS
Section 00 0200 Invitation For Bids
Section 00 1000 Instructions To Bidders - AIA Document A701
Section 00 1200 Supplementary Instructions To Bidders
Section 00 1210 Bidder's Substitution Request Form
Section 00 1300 Pre-Bid Conference
Section 00 2100 Wage Scale
Section 00 3120 Bid Form
Section 00 4350 Subcontractors and Products List

DIVISION 0 - CONTRACT FORMS AND CONDITIONS
Section 00 5000 Agreement - AIA Document A101/CMA - 1992
Section 00 7000 General Conditions - AIA Document A201/CMA-1992
Section 00 8000 Supplementary Conditions
Section 00 8010 Insurance and Bonding Requirements

DIVISION 01 - GENERAL REQUIREMENTS
Section 01 0350 Modification Procedures
Section 01 0500 Field Engineering
Section 01 1200 Summary of Work - Multiple Contracts
Section 01 2000 Project Meetings
Section 01 2100 Allowances
Section 01 2200 Unit Prices
Section 01 2300 Alternates
Section 01 2900 Applications for Payments
Section 01 3100 Project Coordination
Section 01 3200 Construction Schedule
Section 01 3300 Submittals
Section 01 4010 Quality Control Services
Section 01 4200 Reference Standards and Definitions
Section 01 5010 Construction Facilities - Multiple Contracts
Section 01 6000 Material and Equipment
Section 01 6310 Product Substitutions
Section 01 7329 Cutting and Patching
Section 01 7400 Warranties and Bonds
Section 01 7700 Project Closeout

DIVISION 02 - EXISTING CONDITIONS
Section 02 4119 Selective Structure Demolition

DIVISION 03 - CONCRETE
Section 03 3000 Cast-in-Place Concrete
Section 03 5113 Cemntations Wood Fiber Deck
DIVISION 04 – MASONRY

Section 04 0140 Maintenance of Stone Assemblies
Section 04 2000 Unit Masonry

DIVISION 04 – MASONRY

Section 04 0140 Maintenance of Stone Assemblies
Section 04 2000 Unit Masonry

DIVISION 05 – METALS

Section 05 1200 Structural Steel Framing
Section 05 3100 Steel Decking
Section 05 5000 Metal Fabrications
Section 05 5100 Metal Stairs
Section 05 5213 Pipe and Tube Railings

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

Section 06 1000 Rough Carpentry (Roofing)
Section 06 1053 Miscellaneous Rough Carpentry
Section 06 4023 Interior Architectural Woodwork
Section 06 4200 Wood Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 07 0150 Preparation for Roofing
Section 07 1285 Nailed Base Sheet
Section 07 1416 Cold Fluid-Applied Waterproofing
Section 07 2100 Thermal Insulation
Section 07 2216 Roof Insulation
Section 07 2713 Modified Bituminous Sheet Air Barriers
Section 07 2726 Fluid-Applied Membrane Air Barriers
Section 07 4243 Composite Wall Panels
Section 07 5400 Thermoplastic Single-Ply Roofing
Section 07 6200 Sheet Metal Flashing and Trim
Section 07 7200 Roof Accessories
Section 07 8413 Penetration Firestopping
Section 07 9000 Sealants (Roofing)
Section 07 9200 Joint Sealants
DIVISION 08 – OPENINGS
Section 08 1113 Hollow Metal Doors and Frames
Section 08 1416 Flush Wood Doors
Section 08 3113 Access Doors and Frames
Section 08 4113 Aluminum-Framed Entrances and Storefronts
Section 08 4413 Glazed Aluminum Curtain Walls
Section 08 7100 Door Hardware
Section 08 7113 Automatic Door Operators
Section 08 8000 Glazing

DIVISION 09 – FINISHES
Section 09 2216 Non-Structural Metal Framing
Section 09 2900 Gypsum Board
Section 09 3000 Tiling
Section 09 5113 Acoustical Panel Ceilings
Section 09 6513 Resilient Base and Accessories
Section 09 6519 Resilient Tile Flooring
Section 09 6816 Sheet Carpeting
Section 09 9123 Interior Painting
Section 09 9600 High Performance Coatings

DIVISION 10 – SPECIALTIES
Section 10 1100 Visual Display Surfaces
Section 10 1400 Signage
Section 10 2113 Toilet Compartments
Section 10 2213 Wire Mesh Partitions
Section 10 2800 Toilet, Bath, and Laundry Accessories
Section 10 5620 Mobile Shelving Storage

DIVISION 11 – EQUIPMENT
Section 11 5213 Projection Screens

DIVISION 12 – FURNISHINGS
Section 12 2113 Horizontal Louver Blinds
Section 12 2413 Roller Screens

DIVISION 14 – CONVEYING EQUIPMENT
Section 14 2400 Hydraulic Elevators
DIVISION 15 – MECHANICAL

Section 15 0100 Mechanical General Provisions
Section 15 0130 Submittals and Substitutions
Section 15 0140 Mechanical Coordination
Section 15 0150 Quality Control
Section 15 0160 Starting of Systems
Section 15 0170 Operating and Maintenance Manual
Section 15 0180 Project Close Out
Section 15 0190 Project Record Documents
Section 15 0200 Subcontractors and Products List
Section 15 0210 Concrete Work – Mechanical
Section 15 0220 Access Doors
Section 15 0240 Trenching and Backfill
Section 15 0250 Mechanical Systems Painting
Section 15 0420 Systems Testing and Balancing
Section 15 0470 Identification
Section 15 0600 Pipe and Pipe Fittings
Section 15 0800 Piping Specialties
Section 15 0940 Hangars and Supports
Section 15 1000 Valves
Section 15 1480 Sewage Pumps
Section 15 1610 Vibration Isolation
Section 15 1640 Flexible Connections
Section 15 1700 Meters and Gauges
Section 15 2500 Piping and Equipment Insulation
Section 15 2580 External Duct Insulation
Section 15 3100 Fire Protection Piping
Section 15 3300 Automatic Fire Protection System
Section 15 4010 Domestic Water Supply and Treatment
Section 15 4200 Plumbing Fixtures and Trim
Section 15 4210 Floors and Shower Drains
Section 15 4230 Cleanouts
Section 15 4240 Domestic Water Heaters
Section 15 6200 Boilers
Section 15 6750 Packages Air Cooled Chiller
Section 15 6990 Refrigerant Accessories
Section 15 7050 HVAC Water Pumps
Section 15 7110 Water Specialties
Section 15 7370 Water Treatment
Section 15 7500 Coils
Section 15 7630 Air Handling Units
Section 15 7640 Roof Mounted Air Handling Units
Section 15 8200 Fans
Section 15 8320 Roof Vents
Section 15 8400 Ductwork
Section 15 8440 Special Ductwork and Plenums
Section 15 8480 Duct Lining
Section 15 8490 Hangers and Supports
Section 15 8600 Duct Accessories
Section 15 8640 Fire and Smoke Dampers
Section 15 8700 Outlets
Section 15 8790 Louvers
Section 15 8800 Air Filters
Section 15 9000 Digital Systems Control System(s)
DIVISION 16 – ELECTRICAL

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Section 16 0130 Submittals and Substitutions
Section 16 0140 Project Coordination
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Section 16 0200 Sub-Contractors and Products List
Section 16 0210 Electrical Concrete
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Section 16 0240 Trenching, Backfilling and Compacting - Electrical
Section 16 0300 Testing
Section 16 0470 Electrical Systems / Identification
Section 16 0500 Basic Materials & Methods
Section 16 1100 Raceways and Conduit
Section 16 1200 Wire and Cables (600V & Below) and Connectors
Section 16 1300 Boxes
Section 16 1420 Electrical Connections for Equipment
Section 16 1430 Wiring Devices
Section 16 1550 Motor Starters
Section 16 1700 Circuit and Motor Disconnects
Section 16 4000 Distribution
Section 16 4030 Emergency Service (Generators)
Section 16 4500 Grounding System
Section 16 4700 Electrical Panelboards
Section 16 5000 Interior Building Lighting
Section 16 5100 Exterior Lighting
Section 16 5340 Emergency Lighting
Section 16 5360 Time Clocks
Section 16 7210 Fire Alarm and Detection System
Section 16 7400 Telephone Conduit

DIVISION 22 – PLUMBING

Section 22 1100 Construction Specifications for City of Bloomington Utilities Wastewater, Water and Storm Projects
Section 22 1313 Facility Sanitary Sewers
DIVISION 31 – EARTHWORK

Section 31 0500 Construction Stormwater Pollution Prevention
Section 31 1000 Site Clearing
Section 31 2000 Earth Moving
Section 31 3116 Termite Control
Section 31 5000 Excavation Support and Protection

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 1216 Asphalt Paving
Section 32 1313 Cement Concrete Pavement
Section 32 3113 Chain Link Fences and Gates
Section 32 9119 Landscape Grading
Section 32 4000 Exterior Signage
Section 32 9200 Lawns and Grasses
Section 32 9300 Exterior Plantings

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Section 33 4100 Storm Utility Drainage Piping
Section 33 4600 Subdrainage
MCCSC Administration Building Renovation

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- **R101**: Roof Details 10-30-08
- **R102**: Roof Details 10-30-08
- **R103**: Typical Roof Details 10-30-08
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- **S201**: Foundation Plan
- **S202**: First & Second Floor Framing Plans
- **S203**: Roof Framing Plans
- **S401**: Typical Details
- **S402**: Typical Details
- **S501**: Foundation Sections
- **S601**: Framing Sections
- **DM101**: Basement Demolition Plan- HVAC & Plumbing
- **DM102**: First Floor Demolition Plan- HVAC & Plumbing
- **DM103**: Second Floor Demolition Plan- HVAC & Plumbing

### Mechanical
- **M101**: Basement Floor Plan
- **M102**: First Floor Plan
- **M103**: Second Floor Plan
- **M201**: Enlarged Plans- HVAC
- **M401**: HVAC Details
- **M402**: HVAC Details
- **M501**: HVAC Schedules
- **M601**: HVAC Schedules
- **MP100**: Roof Plans- HVAC & Plumbing

### Plumbing
- **P100**: Foundation Plan- Plumbing
- **P101**: Basement Floor Plan- Plumbing
- **P102**: First Floor Plan- Plumbing
- **P103**: Second Floor Plan- Plumbing
- **P401**: Waste Isometrics
- **P601**: Plumbing Schedules And Details

### Fire Protection
- **FP101**: Basement Floor Plan- Fire Protection
- **FP102**: First Floor Plan- Fire Protection
- **FP103**: Second Floor Plan- Fire Protection

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Exhibit A
Electrical
E101  Basement Floor Plan- Electrical Demolition
E102  First Floor Plan- Electrical Demolition
E103  Second Floor Plan- Electrical Demolition
E201  Basement Floor Plan- Lighting
E202  First Floor Plan- Lighting
E203  Second Floor Plan- Lighting
E204  Basement Floor Plans- Power & Systems
E205  First Floor Plans- Power & Systems
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E505  Electrical Schedule
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