

**REGULAR MEETING
BOARD OF SCHOOL TRUSTEES
Plainfield Community School Corporation
July 11, 2019
7:00 P.M.
AGENDA**

I. CALL TO ORDER

- A. Pledge of Allegiance

II. PRESIDENT'S PREROGATIVE AND CORRESPONDENCE

- A. Welcome Guests
- B. Recognize The Geo Group – Scholarship – Mr. Olinger
- C. Recognize Duke Energy – Central Elementary Grant – Mr. Olinger

III. PATRON'S INPUT ON AGENDA ITEMS

IV. REPORTS

- A. June Temporary Loan Transfers – Mr. Wolfe

V. CONSENT ITEMS

- A. Record of June 13, 2019, Executive Session
- B. Minutes of the June 13, 2019, Regular Meeting
- C. Appoint Title VII and IX Compliance Officers
- D. Donations

VI. FINANCIAL REPORT AND CLAIMS

- A. Financial Summary and Fund Transfers – Mr. Wolfe
- B. Claims: 51228-51476 – Mr. Wolfe

Suspend Meeting to Conduct Public Hearing on Collective Bargaining

VII. NEW BUSINESS

- A. Personnel – Mr. Olinger
- B. Approve 2019-2020 Bus Routes – Mr. Olinger/Mr. Shepard
- C. Approve Use of Buses for Quaker Day Parade – Mr. Olinger

VIII. OLD BUSINESS

- A. Resolution to Approve Form of Lease
- B. Resolution Reapproving the Building Corporation
- C. Resolution Determining Need for Project
- D. Approve Contract with Construction Manager

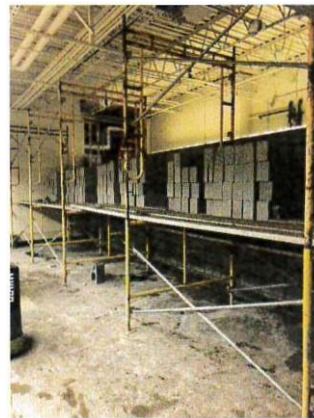
IX. BOARD POLICY

- A. First Reading of Board Policies G-26: Criminal History Information – Applicants and Contractors, I-11: Homeless Students: Enrollment Rights and Services, J-8: Transfer Students
- B. First and Second Reading of Board Policy G-49: Teacher Appreciation Grants
- C. Second Reading and Approval of Board Policy J-23: Student Discipline

X. BOARD DISCUSSION

XI. OTHER ITEMS FOR CONSIDERATION

XII. ADJOURNMENT

**PAST SCHEDULE ACTIVITIES:**

Greenhouse demolition has been completed.

Pour new floor in the LGI.

Removal of Trees along the west side of building for the new parent drop off

Underground plumbing is on-going

Site Utilities being installed.

FUTURE SCHEDULED ACTIVITIES:

Masonry walls are being constructed.

Metal Stud Framing for new Administration office.

Excavation for new concrete foundations

Grading of new Parent Drop Off Road

Finishes to the Flex Lab for turnover before school starts.

Selective demolition of Media Center and Art Room On-going.

Underground Plumbing on-going.

	Budget	Paid To Date	Future Obligation
Middle School Renovations			
Cost of Issuance	213,592.00	179,047.65	
Capitalized Interest	1,032,526.25		1,032,526.25
Architectural & Engineering Fees	1,150,000.00	905,729.20	244,270.80
Construction Manager as Constructor	21,157,989.73	67,032.00	21,090,957.73
Other Professional Fees	400,000.00	11,802.31	388,197.69
Furniture, Equipment, Technology	900,000.00		900,000.00
Miscellaneous, Rounding	212,149.47	17,867.76	194,281.71
Total Project	25,066,257.45	1,181,478.92	23,850,234.18



Plainfield Community School Corporation
985 Longfellow Lane . Plainfield, IN 46168
www.plainfield.k12.in.us
317-839-2578p

317-838-3664 F

DATE: June 28, 2019

TO: Plainfield Community School Board of Trustees

FROM: Stacey D. Smith
Corporation Treasurer

RE: June 2019 Temporary Loan Transfers

On June 27, 2019, a temporary loan was made from the Rainy Day Fund to the following grants to prevent a negative cash balance from occurring.

FUND	DESCRIPTION	AMOUNT
4190.19	Title I 2018-2019	6,780.33
5220.19	Preschool 619 FY 19	752.73
5230.19	Part B, IDEA FY19	29,221.43
5850.20	Title IV-A 2018-2020	1,930.67
6840.19	Title II-A 2017-2019	15,580.33
6840.20	Title II-A 2018-2020	3,784.89
	Total	\$58,050.38

The \$58,050.38 will be returned to the Rainy Day Fund by July 31, 2019.


7/3/19



Plainfield Community School Corporation
985 Longfellow Lane
Plainfield, IN 46168
317-839-2578

RECORD OF EXECUTIVE SESSION
Board of School Trustees
Plainfield Community School Corporation

June 13, 2019
6:00 p.m.

An executive session was held on June 13, 2019, in accordance with the law. The purpose of the executive session was to evaluate the superintendent

The following members of the Board of School Trustees were in attendance:

Mr. Allen, Mrs. Chamness, Mr. DuBois, Mrs. Elston, and Mr. Flood

The undersigned Board members who were present and participating in said executive session do hereby certify that they discussed no subject matter in the session other than permitted in accordance with law.

There being no further business, the meeting was adjourned.

Scott Flood, President

Katie Chamness, First Vice President

Michael Allen, Second Vice President

Jessica Elston, Secretary

Brad DuBois, Parliamentarian

BOARD OF SCHOOL TRUSTEES
Plainfield Community School Corporation
June 13, 2019
MINUTES

A regular meeting of the Board of School Trustees of the Plainfield Community School Corporation, Hendricks County, Indiana, was held in the administration building at 985 Longfellow Lane, on June 13, 2019 at 7:00 p.m.

Board of School Trustee members Michael Allen, Katie Chamness, Brad DuBois, Jessica Elston, and Scott Flood were present. Also in attendance were Scott Olinger, Patrick Cooney, Jud Wolfe, and approximately 28 guests. The meeting was opened with the Pledge of Allegiance. When President Flood provided the opportunity, no one from the audience provided input regarding the agenda items.

**PRESIDENT'S
PREROGATIVE**

Mr. Flood welcomed all in attendance. Mr. Flood opened the meeting with the pledge.

Congratulations were extended to the class of 2019.

The board and about 70 staff members met in Brown County at a conference to discuss the steps needed to prepare our students for the future. We want to teach students to have questions on their own and figure out how to answer those questions. Experts were invited to the conference to talk to our staff regarding what we can do to help students learn in new ways. We want to prepare our young people to lead us through tomorrow.

The PCSC Teacher of the Year 2020, Adam Ferguson, was recognized and congratulated by the Board.

A student from each school was recognized for modeling the value of the month of May.

**RECORD OF
MAY 9, 2019
WORK SESSION**

On a motion by Jessica Elston and seconded by Brad DuBois the Board approved the Record of Work Session on May 9, 2019.

**MINUTES FROM
MAY 9, 2019 REGULAR
BOARD MEETING**

On a motion by Jessica Elston and seconded by Brad DuBois the Board approved minutes from the May 9, 2019 regular Board meeting.

**MINUTES FROM
MAY 14, 2019 SPECIAL
BOARD MEETING**

On a motion by Jessica Elston and seconded by Brad DuBois the Board approved minutes from the May 14, 2019 special Board meeting.

MINUTES FROM MAY 31, 2019 SPECIAL BOARD MEETING	On a motion by Jessica Elston and seconded by Brad DuBois the Board approved minutes from the May 31, 2019 special Board meeting.
2019-2020 BOARD MEETING & WORK SESSION DATES	On a motion by Jessica Elston and seconded by Brad DuBois, the Board approved the 2019-2020 Board Meeting and Work Session dates.
FIELD TRIPS & CAMPS	Jessica Elston made a motion, Brad DuBois seconded and the Board approved the overnight field trips, camps, and tutoring sessions.
DONATIONS	Jessica Elston made a motion, Brad DuBois seconded, and the Board accepted the donations.
OBSOLETE EQUIPMENT	On a motion by Jessica Elston and seconded by Brad DuBois the Board approved the list of obsolete equipment.
APPOINT TREASURERS, BOND AMOUNTS	On a motion by Jessica Elston and seconded by Brad DuBois, the Board approved the appointment of Treasurers, Deputy Treasurers, and Extracurricular Treasurers for the Corporation. Bonds were also approved for Food Service employees.
APPROVE STAFF MEMBERS TO ATTEND BID OPENINGS	On a motion by Jessica Elston and seconded by Brad DuBois, the Board appointed Jud Wolfe, Stacey Smith, Rochelle Clark, Sherry Belloso and Stephanie Welling to represent the corporation at bid openings.
2019-2020 BREAKFAST PRICE INCREASE	Jessica Elston made a motion, Brad DuBois seconded and the Board approved the increase of 10¢ for the 2019-2020 school lunch making the cost of lunch at the middle/high school to \$2.60 and elementary lunch cost to \$2.50.
TEXTBOOK FEES	On a motion by Jessica Elston and seconded by Brad DuBois, the Board approved the textbook fees for the elementary, middle and high schools for the 2019-2020 school year.
FINANCIAL SUMMARY AND FUND TRANSFERS	Mr. Wolfe presented the financial reports for the month of May and fund transfers. On a motion by Katie Chamness and seconded by Michael Allen, the Board accepted the financial summary and approved the fund transfers.

FINANCIAL REPORT AND CLAIMS	Mr. Wolfe presented the June claims 50893-51227. On a motion by Michael and seconded by Jessica Elston, the Board approved the payment of claims 50893-51227.
PERSONNEL	On a motion by Katie Chamness and seconded by Brad DuBois, the Board approved the personnel recommendations in Schedule A-1.
USE OF ECA FUNDS FOR VAN BUREN ELEMENTARY	Jessica Elston made a motion, Brad DuBois seconded and the Board approved the use of Van Buren ECA funds to purchase Chromebook computers for the students.
CLOSE STUDENT COUNCIL FUND - VAN BUREN	Brad DuBois made a motion, Michael Allen seconded, and the Board approved Van Buren to close the student council fund since it is no longer used and transfer the balance to student activities.
USE OF ECA FUNDS FOR CENTRAL ELEMENTARY	Katie Chamness made a motion, Michael Allen seconded and the Board approved the use of Central ECA funds to purchase Chromebook computers for the students.
TEMPORARY LOAN RESOLUTION	<i>The temporary loan resolution was added to the agenda.</i> On a motion by Michael Allen and seconded by Jessica Elston, the Board approved the Temporary Loan Resolution.
ADJUST 2019-2020 SCHOOL CALENDAR	Katie Chamness made a motion, Brad DuBois seconded and the Board approved the changes to the 2019-2020 school calendar.
CHANGE ORDER FOR VAN BUREN RENOVATION PROJECT	On a motion by Katie Chamness, seconded by Michael Allen, the Board approved the Change Order for Van Buren Renovations in the credit amount of \$27,642 from 3D Professional Contracting.
TRANSFER TO RAINY DAY FUND	On a motion by Michael Allen, seconded by Jessica Elston, the Board authorized the transfer of funds to the rainy day fund.
ACCEPT BIDS FOR PHASE 3 - LED LIGHTING PROJECT	On a motion by Katie Chamness and seconded by Brad DuBois, the Board accepted the bid from KK Hall for Phase 3 of the LED Lighting Project in the amount of \$30,475.
CHANGE ORDER FOR PHS SECURITY CAMERA PROJECT	On a motion by Michael Allen seconded by Katie Chamness, the Board approved the Change Order for the PHS Security Camera Project with Johnson Controls in the amount of \$3423.

BOARD POLICIES

First Reading of Board Policies J-23: Student Discipline.

On a motion by Katie Chamness and seconded by Michael Allen, the approved the changes to Board Policy I-11: Homeless Students

BOARD DISCUSSION There was no Board discussion.

There being no further business, the meeting was adjourned.

Scott Flood, President

Katie Chamness, First Vice President

Michael Allen, Second Vice President

Jessica Elston, Secretary

Brad DuBois, Parliamentarian

Donations

July 11, 2019

Food Services

1. Anonymous donation of \$250 was made to the Food Services Hungry Jane/Jack accounts.

Plainfield High School

1. Kroger donated \$61.81 to the Robotics ECA account.
2. Plainfield Quarterback Club donated \$386.00 to the Football ECA account.
3. Goal Tender Club donated \$529.00 to the Girls Basketball ECA account.
4. Plainfield Christian Church donated \$500.00 to the FCA ECA account.
5. Hendricks College Network donated \$75.00 to the Ambassadors ECA account.
6. Rotary Club of Plainfield donated \$500.00 to the Interact Club ECA account.
7. The Men's Warehouse donated \$285.00 to the Prom ECA account.
8. Plainfield Choral Booster donated \$7,389.40 to the Choir ECA account.
9. FWD Holdings Inc. donated \$1,000.00 to the Dance ECA account.
10. Gunnell Financial donated \$350 to the Dance ECA account.

Central Elementary

1. Duke Energy donated \$5,000.00 to start the Trailblazers in Motion Cycling Clubs to be placed in the ECA account.

July 11, 2019 Board Meeting

Financial Summary For June 2019

- After six months, we are halfway through the 2019 Budget. Appropriations spent / encumbered as of June 30 are:

• Education Fund	47%
• Debt Service Fund	49%
• Pension Debt Service Fund	50%
• Operations Fund	53%

- The reason for the higher expenditure % in the Operations Fund is due to costs associated with the middle school and elementary projects having been paid from the fund. Since the 2019A bond issue has been sold and the Operations Fund reimbursed for those costs, I will be bringing a recommendation to you at the August meeting to appropriate an additional \$700,000 to the Operations Fund budget to get us through the end of this year.
- June is one of the two months of the year (also December) that we make our payments for GO Bonds and Lease Rental Bonds.
- We transferred \$238,546.78 from the Education Fund to the Operations Fund.
- Cash Balance \$21,520,205
- Interest Income \$41,150
- There were also a few large expenditures this month for:
 1. Seven school buses from McAllister Machinery.
 2. PCSC for transfers to the Rainy Day Fund, from the Food Services Fund for unrestricted indirect costs, reimbursements from Medicaid, and temporary loans approved at May meeting.
 3. Mink Excavating for concrete work at Transportation.
 4. Reece Seal Coating for sealing the parking lots at the high school.

- Attached is a summary of the 2019 summer projects. The high school turf is finished, the new track topcoat is curing, and the tennis courts are being re-paved. The playgrounds have seen a lot of work the past few weeks, once the rain stopped. I anticipate the playgrounds going right up until the start of school. All other summer projects are progressing.

FINANCIAL REPORT
PLAINFIELD COMMUNITY SCHOOL CORPORATION
6/30/20 19

FUND	BEGINNING APPROPRIATION	2019 M.T.D. EXPENDITURE	2019 Y.T.D. EXPENDITURE	2018 Y.T.D. EXPENDED COMPARISON	APPROPRIATION BALANCE	APPROPRIATION % SPENT
Education Fund (0101)						
Payroll	524,612,365.00	\$1,719,601.15	\$1,716,973.27		\$12,895,391.73	
Other	10,421	854,610.95	4,748,191.02		5,673,224.70	
Sub-Total	415.72	\$2,574,212.10	16,465,164.29		\$18,568,616.43	47.00%
Transfer of Revenue to Operations Fund		\$238,546.78	2,837,389.78			
Re-Payment of TAW		0.00	0.00			
Total Education Fund	\$35,033,780.72	\$2,812,758.88	19,302,554.07		\$18,568,616.43	
Debt Service Fund (0200)	\$15,080,735.00	\$7,386,080.25	\$7,386,705.25	\$7,509,743.57	\$7,694,029.75	48.98%
Transfer of Revenue (to Tax Levy Fund)		0.00	0.00	0.00		
Re-Payment of TAW		0.00	0.00	0.00		
Total Debt Service Fund	\$15,080,735.00	\$7,386,080.25	7,386,705.25	\$7,509,743.57		
Retire/Sevr. Fund (0250)	\$349,917.00	\$175,741.00	\$175,741.00	\$173,499.00	\$174,176.00	50.22%
Transfer of Revenue (to Tax Levy Fund)		0.00	0.00	0.00		
Transfer to(Rainy Day Fund, temp loan)		0.00	0.00	0.00		
Re-Payment of TAW		0.00	0.00	0.00		
Total Retire/Sevr. Fund	\$349,917.00	\$175,741.00	175,741.00	\$173,499.00		
Operations Fund (0300)	\$12,786,250.63	\$1,324,232.95	\$6,756,107.98		\$6,030,142.65	52.84%
Transfer of Revenue (to Rainy Day Fund)		2,000,000.00	2,000,000.00			
Transfer of Revenue (Rainy Day Fund, temp loan)		0.00	0.00			
Transfer of Revenue to Education Fund		0.00	0.00			
Re-Payment of TAW		0.00	0.00			
Total Operations Fund	\$12,786,250.63	\$3,324,232.95	\$8,756,107.98			

FINANCIAL REPORT
PLAINFIELD COMMUNITY SCHOOL CORPORATION
6/30/20 19

FUND	BEGINNING APPROPRIATION	2019 M.T.D EXPENDITURE	2019 Y.T.D. EXPENDITURE	2018 Y.T.D. EXPENDED COMPARISON	APPROPRIATION BALANCE	APPROPRIATION % SPENT
Rainy Day Fund	\$756.157.05	\$9,604.78	\$18,265.11	\$145,539.75	\$737,891.94	2.42%
Transfer of Revenue (temp loan)		<u>58,050.38</u>	58,050.38	<u>173,526.94</u>		
Total Rainy Day Fund	\$756,157.05	\$67,655.16	\$76,315.49	\$319,066.69		
Levy Excess		\$0.00	\$0.00	\$0.00		
School Lunch Fund		\$253,670.72	\$1,289,311.56	\$1,100,444.52		
Prepaid Balance		<u>1,069.49</u>	664,923.57	<u>\$640,590.86</u>		
Total School Lunch Fund		254,740.21	\$1,954,235.13	\$1,741,035.38		
Federal/State/Local Grants		\$243,691.51	\$1,297,172.89	\$1,332,905.81		
Transfer of Revenue (Rainy Day Fund, temp loan)		<u>0.00</u>	56,411.04	<u>79,716.68</u>		
Total Federal/State/Local Grants	\$0.00	\$243,691.51	\$1,353,583.93	\$1,412,622.49		
Construction Fund		\$799,681.44	\$1,374,872.22	\$1,824,501.13		
Transfer of Revenue (Rainy Day Fund, temp loan)			0.00	0.00		
		\$799,681.44	\$1,374,872.22	\$1,824,501.13		

CASH BALANCE

(0101) Education Fund	\$5,587.21
(0200) Debt Service Fund	\$7,545,861.41
(0250) Retire/Sevr. Fund	\$85,864.74
(0300) Operations Fund	\$1,931,566.18
(0120) Levy Excess	\$0.00
School Lunch Fund	\$318,884.31
Federal/State/Local Grants	\$505,734.20
Clearing Accounts	\$0.00
Rainy Day Fund	\$2,736,252.60
Construction Fund	\$2,808,825.16
	\$21,520,205.49

Interest on Checking Account for Jun 20 19- \$41,150.44

FINANCIAL REPORT
PLAINFIELD COMMUNITY SCHOOL CORPORATION
6/30/2019

INVESTMENTS
ALL FUNDS

Old National Bank	\$20,445,291.32	0.25%	OPERATING ACCOUNT
First Merchants, Superfund	\$ 1,042,903.03	0.13%	AS NEEDED
Trust Indiana	\$ 32,011.14	0.59%	AS NEEDED
Total All Funds Investments	\$21,520,205.49		

**SCHOOL LUNCH PROGRAM
FINANCIAL REPORT
6/30/2019**

BALANCE June 1, 2019 \$473,261.20

RECEIPTS

ADULTS AND STUDENT MEALS	\$14,928.56
STATE REIMBURSEMENT	0.00
FEDERAL REIMBURSEMENT	78,698.79
PREPAID ACCOUNTS (8400)	3,890.92
MISC. REBATES, DINNERS, CHANGE RETURNED	2,845.05

TOTAL RECEIPTS \$100,363.32

EXPENDITURES

FOOD AND PAPER COSTS	\$56,081.84
LABOR	39,542.88
CATERING	2,269.31
MAINTENANCE COSTS (Equipment)	3,416.50
FUND 8400	1,069.49
MISC: REFUNDS, CHANGE, PREPAID, OTHER	152,360.19

TOTAL EXPEND. \$254,740.21

BALANCE AS PER ACCOUNT \$318,884.31

PRE-PAID DEDUCTED FROM BALANCE \$82,909.38

ADJUSTED BALANCE FOR COMPARISON* \$235,974.93

OUTSTANDING BILLS** \$14,712.98

INVENTORY	
FOOD	7,394.49
NON-FOOD	16,788.85
GOVERNMENT COMM.	
ACTUAL COST	1,728.39

MARKET VALUE

TOTAL INVENTORY*** \$25,911.73

SCHOOL LUNCH PROGRAM STATUS 6/30/19 \$247,173.68

2018 COMPARISON

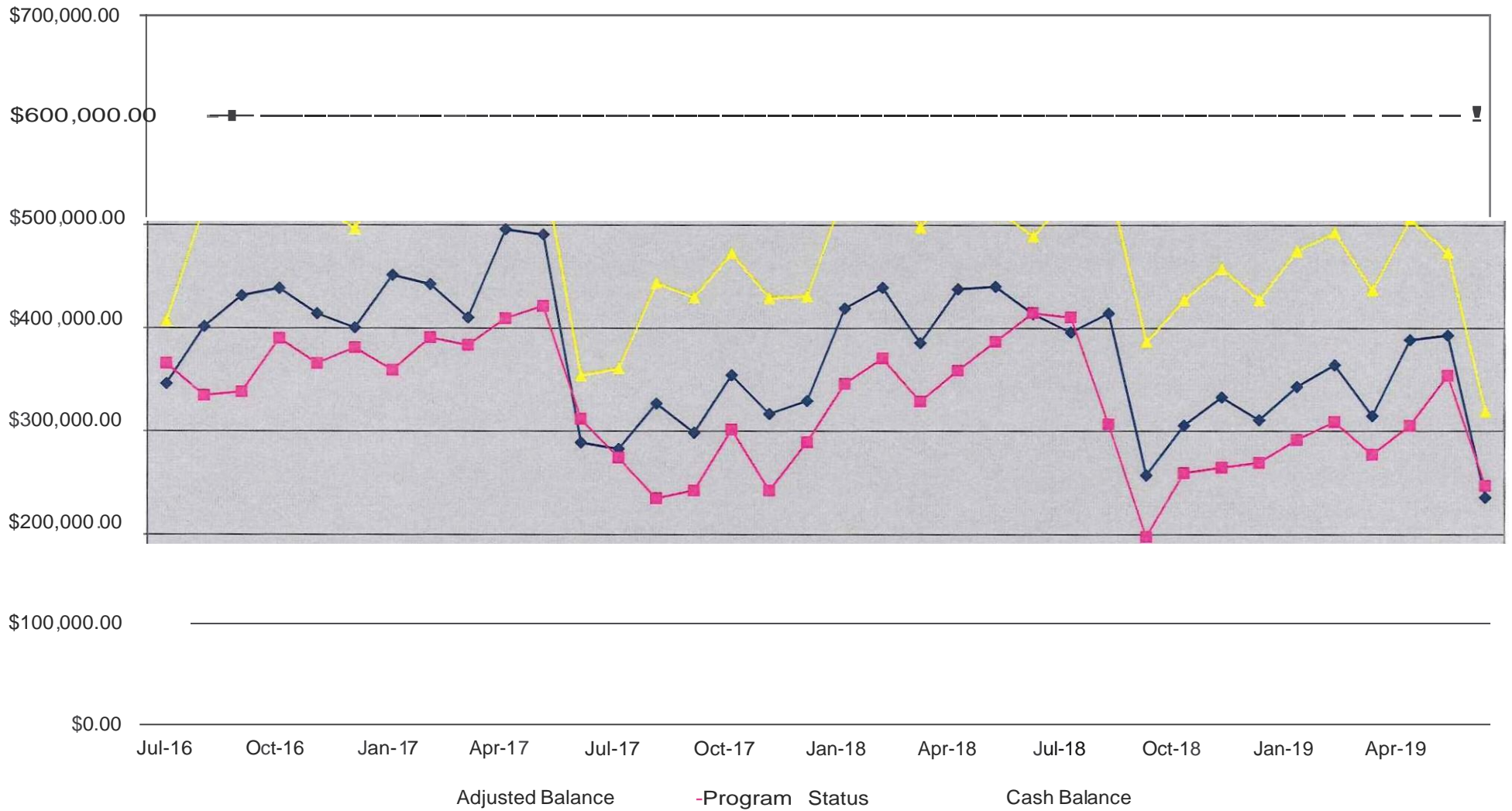
ADJUSTED BALANCE FOR COMPARISON* \$413,948.63

OUTSTANDING BILLS** 20,121.39

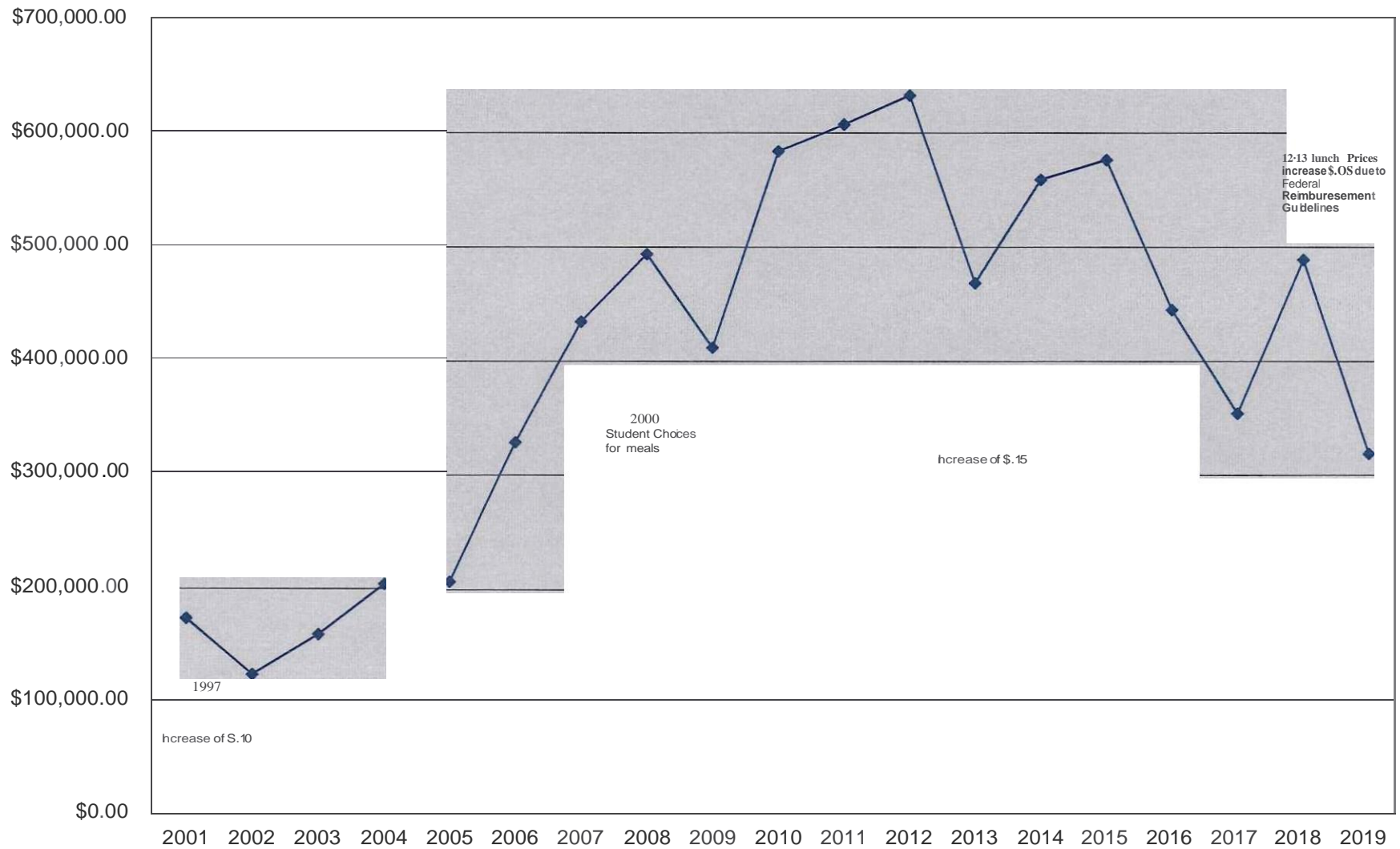
TOTAL INVENTORY*** 20,812.95

SCHOOL LUNCH PROGRAM STATUS 6/30/18 \$414,640.19

School Lunch Comparison Report



June 30 Cash Balance (Form 9)



**Plainfield Community School Corporation
2019 Summer Projects
Financial Summary**

Revenue	Budget	Paid To Date	Interest Income	Balance
Sources of Revenue:				
2017 General Obligation Bond (HS)	573,752.31	573,752.31		
2017 Lease Rental Bonds (VB)	275,000.00	17,258.34		257,741.66
2018 General Obligation Bond	2,775,000.00	572,458.00		2,202,542.00
Total Sources of Revenue:	3,623,752.31	1,163,468.65		2,460,283.66

Expenses	Budget	Paid To Date	Future Obligation	Contingency
2019 Summer Projects				
BW, CE, and VB Playground Upgrades	1,090,000.00	75,220.75	1,033,588.00	
High School Site Improvements	1,010,849.00	653,389.48	353,052.95	
District Exterior Lighting Upgrades	260,075.00	120,156.72	139,056.66	
District Security Camera Replacement	471,416.00	21,201.70	450,214.30	
Acquisition of Property	300,000.00		300,000.00	
Purchase of School Buses	300,000.00	293,500.00		
Purchase of Equipment				
Totals:	3,432,340.00	1,163,468.65	2,275,911.91	184,371.75

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
06/21/2019	yes	00051258	888888	PAYROLL	0101 110	749,999.46	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	0101 110	748,653.76	0	001	PAYROLL
				** Object Total - 110 **	0101 110	1,498,653.22			
06/21/2019	yes	0 0 051258	888888	PAYROLL	0101 120	50,375.95	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	0101 120	42,513.76	0	001	PAYROLL
				** Object Total - 120 **	0101 120	92,889.71			
06/21/2019	yes	00051267	7650	EFTPS	0101 211	3,625.80	1	001	CFICA 06/21/2019
				** Object Total - 211 **	0101 211	3,625.80			
06/21/2019	yes	00051267	7650	EFTPS	0101 212	52,591.23	1	001	CFICA 06/21/2019
				** Object Total - 212 **	0101 212	52,591.23			
06/21/2019	yes	00051269	54200	PUBLIC EMPLOYEES RETIRE	0101 214	7,097.05	1	001	PERF 06/21/2019
06/21/2019	yes	00051270	54200	PUBLIC EMPLOYEES RETIRE	0101 214	-0.36	1	001	PERF 06/21/2019
				** Object Total - 214 **	0101 214	7,096.69			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	0101 215	4,122.85	1	001	PRE TRF 06/21/2019
				** Object Total - 215 **	0101 215	4,122.85			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	0101 216	64,314.72	1	001	PRE TRF 06/21/2019
06/21/2019	yes	00051271	35700	INDIANA STATE TEACHERS'	0101 216	0.17	1	001	TRF 06/21/2019
				** Object Total - 216 **	0101 216	64,314.89			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0101 221	2,202.93	75264	001	LTD 06/07/2019
				** Object Total - 221 **	0101 221	2,202.93			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0101 222	-114.11	1	001	MONTHLY PREMIUMS
06/25/2019	yes	00051292	65400	TEXAS LIFE INSURANCE CO.	0101 222	-80.01	75262	001	MONTHLY PREMIUMS
06/25/2019	yes	00051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0101 222	29,839.20	75263	001	MONTHLY PREMIUMS
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0101 222	177,443.32	75264	001	LTD 06/07/2019
				** Object Total - 222 **	0101 222	207,088.40			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0101 224	6,832.69	75264	001	LTD 06/07/2019
				** Object Total - 224 **	0101 224	6,832.69			
06/25/2019	yes	00051295	45125	MET LIFE RESOURCES	0101 241	60,533.08	75265	001	401A 06/07/2019
				** Object Total - 241 **	0101 241	60,533.08			
07/11/2019		00051339	60292	CYNTHIA M. SHELTON	0101 311	375.00	75297	001	TUTORING
				** Object Total - 311 **	0101 311	375.00			
07/11/2019		00051360	892369	HENDRICKS REGIONAL HEALTH	0101 313	6,019.00	75318	001	OT SERVICES
07/11/2019		00051388	891586	LUNA LANGUAGE SERVICES	0101 313	1,100.00	75346	001	HEARING INTERPRETER SERVICES
07/11/2019		00051444	891841	WYNDHAM PSYCHOLOGY LLC	0101 313	2,640.00	75402	001	SERVICES
				** Object Total - 313 **	0101 313	9,759.00			
07/11/2019		00051336	892476	CONNOR REPORTING	0101 318	300.00	75294	001	SERVICES/DUE PROCESS
07/11/2019		00051384	891430	LEWIS & KAPPES	0101 318	200.00	75342	001	LEGAL SERVICES

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
** Object Total - 318 **					0101 318	500.00			
06/14/2019	yes	00051229	892474	AMELIA EIDERT	0101 319	71.25	75215	001	SERVICES
06/14/2019	yes	00051233	892381	DANIELLE BAKER	0101 319	71.25	75219	001	SERVICES
06/14/2019	yes	00051249	892365	RACHEL PETERSSON	0101 319	71.25	75235	001	SERVICES
06/27/2019	yes	00051296	892169	CLAIRE HARPER	0101 319	10.93	75266	001	LIFEGUARD
07/05/2019	yes	00051454	892381	DANIELLE BAKER	0101 319	199.50	75411	001	SERVICES
07/05/2019	yes	00051466	892497	RJ CRAIG	0101 319	114.00	75423	001	SERVICES
** Object Total - 319 **					0101 319	538.18			
07/11/2019		00051415	891946	ROEING CORPORATION	0101 350	3,750.00	75373	001	TECHNICAL SERVICES
** Object Total - 350 **					0101 350	3,750.00			
07/11/2019		00051354	889508	GALE/CENGAGE LEARNING	0101 530	3,000.00	75312	001	COMMUNICATION
** Object Total - 530 **					0101 530	3,000.00			
06/27/2019	yes	00051305	892479	TERI GROESCHER	0101 580	78.88	75275	001	MILEAGE POWER SCHOOL
06/27/2019	yes	00051321	891269	STACEY SMITH	0101 580	30.00	75279	001	MILEAGE
07/05/2019	yes	00051450	57000	CASEY SADLER	0101 580	123.03	75407	001	MILEAGE
** Object Total - 580					0101 580	231.91			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0101 611	2,632.52	75246	001	SUPPLIES
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0101 611	1,263.14	75249	001	EQUIPMENT
07/11/2019		00051343	9900	BLICK ART MATERIALS	0101 611	104.37	75301	001	SUPPLIES
07/11/2019		00051351	25675	FLINN SCIENTIFIC	0101 611	326.04	75309	001	SUPPLIES/FEES
07/11/2019		00051352	891240	FOLLETT SCHOOL SOLUTIONS INC	0101 611	54.71	75310	001	BOOKS
07/11/2019		00051395	48450	NASCO	0101 611	334.65	75353	001	SUPPLIES
07/11/2019		00051398	889856	OFFICE DEPOT	0101 611	524.13	75356	001	SUPPLIES
07/11/2019		00051410	54600	QUILL CORPORATION	0101 611	94.12	75368	001	SUPPLEIS
07/11/2019		00051417	58800	SCHOOL HEALTH CORP	0101 611	1,167.52	75375	001	SUPPLIES
07/11/2019		00051419	58810	SCHOOL SPECIALTY INC	0101 611	445.97	75377	001	SUPPLIES
07/11/2019		00051423	891529	STAPLES BUSINESS ADVANTAGE	0101 611	3,940.01	75381	001	SUPPLIES
07/11/2019		00051435	890285	USI EDUCATION SALES	0101 611	368.19	75393	001	SUPPLIES.
** Object Total - 611 **					0101 611	11,255.37			
07/11/2019		00051352	891240	FOLLETT SCHOOL SOLUTIONS INC	0101 640	54.28	75310	001	BOOKS
** Object Total - 640 **					0101 640	54.28			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0101 655	102.95	75246	001	SUPPLIES
07/11/2019		00051413	892445	ROCKET INNOVATIONS INC	0101 655	1,693.45	75371	001	OTHER TECHNOLOGY HARDWARE
** Object Total - 655 **					0101 655	1,796.40			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0101 660	1,268.76	75246	001	SUPPLIES
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0101 660	132.00	75249	001	EQUIPMENT
07/11/2019		00051343	9900	BLICK ART MATERIALS	0101 660	2,295.84	75301	001	SUPPLIES
07/11/2019		00051344	21145	DISCOUNT SCHOOL SUPPLIES	0101 660	48.43	75302	001	FEES
07/11/2019		00051351	25675	FLINN SCIENTIFIC	0101 660	1,297.80	75309	001	SUPPLIES/FEES
07/11/2019		00051381	40200	LAKESHORE LEARNING MAT.	0101 660	198.85	75339	001	FEES SUPPLIES
07/11/2019		00051398	889856	OFFICE DEPOT	0101 660	576.94	75356	001	SUPPLIES
07/11/2019		00051401	889248	PERIPOLE BERGERAULT	0101 660	1,273.30	75359	001	SUPPLIES

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8:24:13		Account Types: **ALL**		Accounts Payable Voucher Register - By Object				Vouchers: **ALL**			farvcho0 .pG004	
		User: *ALL*		Bank: **ALL**				Between Board: Included				
Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum			
07/11/2019		000514 0 9	891103	PROJECT LEAD THE WAY INC	0101 660	9,764.25	75367	001	FEES			
07/11/2019		00051412	889887	ROCHESTER 100 INC	0101 660	695.25	75370	001	FEES SUPPLIES			
07/11/2019		00051414	891748	ROCKET MATH LLC	0101 660	300.00	75372	001	FEES			
07/11/2019		00051418	889724	SCHOOL OUTFITTERS	0101 660	596.15	75376	001	FEES SUPPLIES			
07/11/2019		00051419	58810	SCHOOL SPECIALTY INC	0101 660	287.39	75377	001	SUPPLIES			
07/11/2019		00051431	66095	TIME FOR KIDS	0101 660	475.20	75389	001	FEES/SUBSCRIPTION			
07/11/2019		00051439	68172	WARD'S NATURAL SCIENCE	0101 660	1,619.39	75397	001	FEES			
				** Object Total - 660 **	0101 660	20,829.55						
07/11/2019		00 05134 9	891897	rIREFLY COMPUTERS	0101 741	7,665.00	75307	001	INSTR TECHNOLOGY HARDWARE			
				** Object Total - 741 **	0101 741	7,665.00						
06/21/2019	yes	000512 60	890253	CARDMEMBER SERVICE	0101 742	319.98	75249	001	EQUIPMENT			
07/11/2019		00 051328	890196	BELL TECHLOGIX	0101 742	44,630.73	75286	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00 051345	892022	ENCORE TECHNOLOGY GROUP LLC	0101 742	28,875.00	75303	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00051353	891220	GAGGLE	0101 742	19,300.00	75311	001	INSTRUCTINAL SOFTWARE			
07/11/2019		00051383	891268	LEVEL DATA INC	0101 742	12,405.12	75341	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00051386	890524	LOGISOFT COMPUTER PRODUCTS	0101 742	12,050.00	75344	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00051420	891105	SHARP BUSINESS SYSTEMS	0101 742	4,433.62	75378	001	INSTRUCTINAL SOFTWARE			
07/11/2019		00051422	891958	STANDARD FOR SUCCESS LLC	0101 742	10,240.00	75380	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00051430	891288	TIERNAY BROTHERS INC	0101 742	10,000.00	75388	001	INSTRUCTIONAL SOFTWARE			
07/11/2019		00051440	888905	WEIDENHAMMER SYSTEMS CORP.	0101 742	1,618.35	75398	001	TECHNOLOGY RELATED REPAIR			
				** Object Total - 742 **	0101 742	143,872.80						
07/11/2019		00051364	33874	IN ASSOC SCHOOL PRINCIPALS	0101 810	3,528.00	75322	001	MEMBERSHIP			
				** Object Total - 810 **	0101 810	3,528.00						
06/27/2019	yes	00051306	66981	U.S. BANK	0200 810	300.00	75276	001	BONDS			
				** Object Total - 810 **	0200 810	300.00						
06/27/2019	yes	00051309	66981	U.S. BANK	0200 831	986,500.00	1	001	2016 LEASE - DEBT SERVICE			
06/27/2019	yes	00051310	66981	U.S. BANK	0200 831	3,732,500.00	1	001	2014/2015 REFUNDING			
06/27/2019	yes	00051311	66981	U.S. BANK	0200 831	312,500.00	1	001	2017 LEASE - DEBT SERVICE			
06/27/2019	yes	00051312	66981	U.S. BANK	0200 831	217,500.00	1	001	2012 TRANSPORTATION REFUNDING			
06/27/2019	yes	00051313	66981	U.S. BANK	0200 831	931,500.00	1	001	2016 REFUNDING BOND			
06/27/2019	yes	00051314	66981	U.S. BANK	0200 831	220,000.00	1	001	2012 GO BOND			
06/27/2019	yes	00051315	66981	U.S. BANK	0200 831	200,000.00	1	001	2013 GO BOND			
06/27/2019	yes	00051316	66981	U.S. BANK	0200 831	180,000.00	1	001	2014 GO BOND			
06/27/2019	yes	00051317	66981	U.S. BANK	0200 831	300,000.00	1	001	2016 GO BOND			
06/27/2019	yes	00051318	66981	U.S. BANK	0200 831	200,000.00	1	001	2017 GO BOND			
				** Object Total - 831 **	0200 831	7,280,500.00						
06/27/2019	yes	00051314	66981	U.S. BANK	0200 832	4,500.00	1	001	2012 GO BOND			
06/27/2019	yes	00051315	66981	U.S. BANK	0200 832	2,900.00	1	001	2013 GO BOND			
06/27/2019	yes	00051316	66981	U.S. BANK	0200 832	7,975.00	1	001	2014 GO BOND			
06/27/2019	yes	00051317	66981	U.S. BANK	0200 832	16,736.50	1	001	2016 GO BOND			
06/27/2019	yes	00051318	66981	U.S. BANK	0200 832	25,300.00	1	001	2017 GO BOND			
06/27/2019	yes	00051319	66981	U.S. BANK	0200 832	47,868.75	1	001	2018 GO BOND			
				** Object Total - 832 **	0200 832	105,280.25						

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
06/27/2019	yes	00051308	66981	U.S. BANK ** Object Total - 831 **	0250 831 0250 831	155,000.00 155,000.00	1	001	2013 PENSION BOND
06/27/2019	yes	00051308	66981	U.S. BANK ** Object Total - 832 **	0250 832 0250 832	20,741.00 20,741.00	1	001	2013 PENSION BOND
06/21/2019	yes	00051258	888888	PAYROLL	0300 110	22,696.56	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 110 **	0300 110 0300 110	22,696.66 45,393.22	0	001	PAYROLL
06/21/2019	yes	00051258	888888	PAYROLL	0300 115	2,508.60	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 115 **	0300 115 0300 115	384.60 2,893.20	0	001	PAYROLL
06/21/2019	yes	00051258	888888	PAYROLL	0300 120	137,077.20	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 120 **	0300 120 0300 120	141,844.65 278,921.85	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 125 **	0300 125 0300 125	21,486.60 21,486.60	0	001	PAYROLL
06/21/2019	yes	00051258	888888	PAYROLL	0300 136	399.25	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 136 **	0300 136 0300 136	111.25 510.50	0	001	PAYROLL
06/21/2019	yes	00051258	888888	PAYROLL	0300 140	327.28	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL ** Object Total - 140 **	0300 140 0300 140	338.39 665.67	0	001	PAYROLL
06/21/2019	yes	00 0512 67	7 650	EFTPS ** Object Total - 211 **	0300 211 0300 211	9,706.41 9,706.41	1	001	CFICA 06/21/2019
06/21/2019	yes	00 0512 67	7 650	EFTPS ** Object Total - 212 **	0300 212 0300 212	1,547.36 1,547.36	1	001	CFICA 06/21/2019
06/21/2019	yes	000512 69	54200	PUBLIC EMPLOYEES RETIRE ** Object Total - 214 **	0300 214 0300 214	19,335.80 19,335.80	1	001	PERF 06/21/2019
06/21/2019	yes	00051268	357 00	INDIANA STATE TEACHERS' ** Object Total - 216 **	0300 216 0300 216	2,383.16 2,383.16	1	001	PRE TRF 06/21/2019
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES ** Object Total - 221 **	0300 221 0300 221	403.24 403.24	75264	001	LTD 06/07/2019
06/25/2019	yes	0 0 051286	3400	AMERICAN FIDELITY	0300 222	-1,560.00	1	001	PAYROLL DEDUCTIONS:HSA ACCOUNT
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES ** Object Total - 222 **	0300 222 0300 222	46,045.72 44,485.72	75264	001	LTD 06/07/2019
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0300 224	1,317.17	75264	001	LTD 06/07/2019

07/05/2019 8:24:14	Account Types: **ALL** User: *ALL*		Plainfield Community School Corp Accounts Payable Voucher Register - By Object Bank: **ALL**			Date Range: 06/10/2019 - 07/11/2019 Vouchers: **ALL** Between Board: Included			Page: 5 farvcho0.pg004
Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
				** Object Total - 224 **	0300 224	1,317.17			
06/25/2019	yes	00051295	45125	MET LIFE RESOURCES	0300 241	2,191.74	75265	001 401A	06/07/2019
				** Object Total - 241 **	0300 241	2,191.74			
07/11/2019		00051_375	891520	KATHY J TOMES	0300 314	1,400.00	75333	001	BOARD SPECIAL USE
				** Object Total - 314 **	0300 314	1,400.00			
07/11/2019		00051332	891713	CHURCH CHURCH HITTLE & ANTRI	0300 318	2,035.50	75290	001	LEGAL SERVICES
				** Object Total - 318 **	0300 318	2,035.50			
07/11/2019		00051359	31350	HENDRICKS OCCUPATIONAL MEDIC	0300 319	603.00	75317	001	DRIVER PHYSICALS
07/11/2019		00051397	892388	OFF DUTY MANAGEMENT INC	0300 319	3,150.00	75355	001	SECURITY SERVICES
				** Object Total - 319 **	0300 319	3,753.00			
07/11/2019		00051415	891946	ROEING CORPORATION	0300 350	0.00	75373	001	TECHNICAL SERVICES
				** Object Total - 350 **	0300 350	0.00			
06/14/2019	yes	00051251	55100	RAY'S TRASH SERVICE	0300 412	2,171.21	75237	001	TRASH
06/27/2019	yes	00051302	55100	RAY'S TRASH SERVICE	0300 412	181.00	75272	001	TRASH RENTAL
				** Object Total - 412 **	0300 412	2,352.21			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 431	1,659.69	75249	001	EQUIPMENT
07/11/2019		00051324	892180	ALPHA ELECTRIC	0300 431	226.00	75282	001	REPAIR/MAINTENANCE
07/11/2019		00051331	889636	BREHOB	0300 431	1,490.49	75289	001	REPAIR/MAINTENANCE
07/11/2019		00051337	891145	CONSERV INC	0300 431	3,929.00	75295	001	HVAC SERVICES
07/11/2019		00051340	891883	D GLASS MOBILE SERVICE	0300 431	75.00	75298	001	REPAIR
07/11/2019		00051346	888922	FAIRCHILD COMM:UNICATIONS	0300 431	460.00	75304	001	REPAIR
07/11/2019		00051347	891014	FARGO INSULATION COMPANY INC	0300 431	582.22	75305	001	REPAIR
07/11/2019		00051357	889486	GRAYBAR ELECTRIC COMPANY	0300 431	668.38	75315	001	REPAIR/MAINTENANCE
07/11/2019		00051361	32400	HOLZKNECHT ENTERPRISES	0300 431	1,875.00	75319	001	LANDSCAPING
07/11/2019		00051367	35360	INDIANA POWER SERVICE &	0300 431	207.50	75325	001	REPAIR
07/11/2019		00051369	891770	INDY FIRE PROTECTION INC	0300 431	450.00	75327	001	REPAIR
07/11/2019		00051374	29650	K K HALL	0300 431	420.92	75332	001	REPAIR
07/11/2019		00051376	889608	KENNEY OUTDOOR SOLUTIONS	0300 431	1,285.15	75334	001	REPAIR/MAINTENANCE
07/11/2019		00051382	69600	LARRY WINKLEMAN	0300 431	1,231.00	75340	001	REPAIR/MAINTENANCE
07/11/2019		00051391	45980	MID AMERICA ELEVATOR CO.	0300 431	169.10	75349	001	REPAIR
07/11/2019		00051393	891695	MINK EXCAVATING INC	0300 431	30,800.00	75351	001	REPAIR/MAINTENANCE
07/11/2019		00051411	55290	REECE SEAL COATING INC.	0300 431	48,324.00	75369	001	REPAIR/MAINTENANCE
07/11/2019		00051426	891308	TECH ELECTRONICS	0300 431	230.00	75384	001	REPAIR
07/11/2019		00051428	37500	JANITORS SUPPLY COMPANY	0300 431	336.47	75386	001	REPAIR/MAINTENANCE
07/11/2019		00051429	22025	THYSSENKRUPP ELEVATOR	0300 431	1,114.31	75387	001	REPAIR/MAINTENANCE
				** Object Total - 431 **	0300 431	95,534.23			
06/14/2019	yes	00051252	34091	RICOH USA INC	0300 442	1,449.48	75238	001	RENTAL
06/14/2019	yes	00051253	34092	RICOH USA INC	0300 442	13,657.55	75239	001	RENTAL
06/14/2019	yes	00051254	889491	RYDER TRANSPORTATION SERVICE	0300 442	2.56	75240	001	RENTAL
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 442	306.44	75249	001	EQUIPMENT
06/21/2019	yes	00051265	55100	RAY'S TRASH SERVICE	0300 442	200.00	75254	001	TRASH/RENTAL
06/27/2019	yes	00051302	55100	RAY'S TRASH SERVICE	0300 442	945.00	75272	001	TRASH RENTAL

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
07/05/2019	yes	00051453	892143	CROSSROADS BANK	0300 442	1,193.88	75410	001	RENTAL
07/11/2019		00051378	890185	KOLTS CONSULTING SERVICE	0300 442	800.00	75336	001	EQUIPMENT
07/11/2019		00051420	891105	SHARP BUSINESS SYSTEMS	0300 442	342.82	75378	001	INSTRUCTINAL SOFTWARE
				** Object Total - 442 **	0300 442	18,897.73			
07/11/2019		00051333	15660	CINTAS LOCATION LOC G65	0300 444	315.92	75291	001	SUPPLIES
				** Object Total - 444 **	0300 444	315.92			
07/11/2019		00051399	892478	ON TOP ROOFING LLC	0300 450	1,300.00	75357	001	BUIDING ADQUISI.
				** Object Total - 450 **	0300 450	1,300.00			
06/14/2019	yes	00051232	892471	CNA SURETY	0300 520	1,440.00	75218	001	INSURANCE
07/11/2019		00051358	891654	HBG WIGGINS INSURANCE & BOND	0300 520	1,686.00	75316	001	
				** Object Total - 520 **	0300 520	3,126.00			
06/28/2019	yes	00051322	53150	PLAINFIELD POSTMASTER	0300 530	1,390.11	75280	001	POSTAGE
				** Object Total - 530 **	0300 530	1,390.11			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 580	3,139.11	75249	001	EQUIPMENT
06/21/2019	yes	00051263	891901	MICHAEL ALLEN	0300 580	54.52	75252	001	TF.AVEL MILEAGE
06/21/2019	yes	00051266	25690	SCOTT FLOOD	0300 580	54.52	75255	001	TRAVEL/ CONFERENCE BOARD
06/27/2019	yes	00051321	891269	STACEY SMITH	0300 580	225.20	75279	001	MILEAGE
				** Object Total - 580 **	0300 580	3,473.35			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0300 611	213.24	75246	001	SUPPLIES
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 611	1,961.02	75249	001	EQUIPMENT
07/11/2019		00051325	890225	AMERICAN BUS AND ACCESSORIES	0300 611	24.94	75283	001	SUPPLIES
07/11/2019		00051329	891226	BEST PLUMBING SPECIALTIES IN	0300 611	693.00	75287	001	REPAIR/MAINTENANCE
07/11/2019		00051333	15660	CINTAS LOCATION LOC G65	0300 611	106.36	75291	001	SUPPLIES
07/11/2019		00051335	892293	COCA COLA BOTTLING	0300 611	235.00	75293	001	SUPPLIES
07/11/2019		00051338	18000	CORRELATED PRODUCTS	0300 611	539.70	75296	001	SUPPLIES
07/11/2019		00051341	892303	DC ELECTRICAL SYSTEMS	0300 611	348.90	75299	001	SUPPLIES
07/11/2019		00051348	33200	HP PRODUCTS	0300 611	1,335.26	75306	001	REPAIR/MAINTENANCE
07/11/2019		00051350	891849	FLEXPAC	0300 611	5,176.32	75308	001	SUPPLIES
07/11/2019		00051361	32400	HOLZKNECHT ENTERPRISES	0300 611	420.00	75319	001	LANDSCAPING
07/11/2019		00051370	891051	INDY STEPSAVER INC	0300 611	265.05	75328	001	SUPPLIES
07/11/2019		00051371	889257	INTERSTATE ALL BATTERY CENTE	0300 611	95.99	75329	001	SUPPLIES
07/11/2019		00051376	889608	KENNEY OUTDOOR SOLUTIONS	0300 611	25.89	75334	001	REPAIR/MAINTENANCE
07/11/2019		00051380	891435	LAFORCE	0300 611	290.50	75338	001	REPAIR/MAINTENANCE
07/11/2019		00051389	891138	M & M TRUCK AND BUS LLC	0300 611	2,983.58	75347	001	SUPPLIES PARTS
07/11/2019		00051390	42571	MACALLISTER MACHINERY CO INC	0300 611	207.01	75348	001	SUPPLIES
07/11/2019		00051392	46200	MIDWEST TRANSIT EQUIP	0300 611	737.96	75350	001	SUPPLIES
07/11/2019		00051394	53300	MITCH'S INCREDIBLE	0300 611	55.97	75352	001	SUPPLIES
07/11/2019		00051396	890675	O'REILLY AUTO PARTS	0300 611	430.12	75354	001	SUPPLIES
07/11/2019		00051398	889856	OFFICE DEPOT	0300 611	361.43	75356	001	SUPPLIES
07/11/2019		00051400	889852	KENWORTH OF INDIANAPOLIS	0300 611	292.00	75358	001	SUPPLIES
07/11/2019		00051403	52375	PIONEER MANUFACTURING CO	0300 611	2,864.20	75361	001	REPAIR/MAINTENANCE
07/11/2019		00051405	52850	PLAINFIELD EQUIPMENT	0300 611	41.97	75363	001	REPAIR/MAINTENANCE
07/11/2019		00051408	891022	PLUMBMASTER INC	0300 611	246.25	75366	001	REPAIR/MAINTENANCE
07/11/2019		00051425	891346	STERNBERGS	0300 611	3,758.49	75383	001	SUPPLIES

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07/11/2019		00 051427	890670	THE HARDWARE STORE	0300 611	277.47	75385	001	REPAIR/MAINTENANCE
07/11/2019		00051437	67900	VANS ELECTRICAL SYSTEMS	0300 611	33.26	75395	001	SUPPLIES
07/11/2019		00051442	892090	WINSUPPLY	0300 611	875.00	75400	001	MAINTENANCE
				** Object Total - 611 **	0300 611	24,895.88			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 613	438.98	75249	001	EQUIPMENT
06/27/2019	yes	00051304	892040	SUPERFLEET MASTERCARD PROGRA	0300 613	27.15	75274	001	FUEL
07/11/2019		00051334	46050	CO-ALLIANCE LLP	0300 613	649.02	75292	001	FUEL
07/11/2019		00051373	37400	JACKSON OIL & SOLVENTS	0300 613	18,198.28	75331	001	GAS & LUBRICANTS
				** Object Total - 613 **	0300 613	19,313.43			
06/21/2019	yes	00051261	891552	CIMA ENERGY LTD	0300 622	5,008.82	75250	001	NATURAL GAS
06/27/2019	yes	00051307	68101	VECTREN ENERGY DELIVERY	0300 622	606.11	75277	001	GAS
				** Object Total - 622 **	0300 622	5,614.93			
06/14/2019	yes	00051236	54300	DUKE ENERGY	0300 625	88,016.77	75222	001	ELECTRICITY
				** Object Total - 625 **	0300 625	88,016.77			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 650	33.85	75249	001	EQUIPMENT
				** Object Total - 650 **	0300 650	33.85			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 660	1,670.64	75249	001	EQUIPMENT
				** Object Total - 660 **	0300 660	1,670.64			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0300 730	1,529.84	75246	001	SUPPLIES
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 730	2,652.27	75249	001	EQUIPMENT
07/11/2019		00051356	28380	GOPHER SPORTS	0300 730	483.26	75314	001	EQUIPMENT
07/11/2019		00051372	37290	J & K COMMUNICATIONS	0300 730	26,974.95	75330	001	EQUIPMENT
07/11/2019		00051378	890185	KOLTS CONSULTING SERVICE	0300 730	1,650.00	75336	001	EQUIPMENT
07/11/2019		00051419	58810	SCHOOL SPECIALTY INC	0300 730	58.56	75377	001	SUPPLIES
07/11/2019		00051432	892240	TODAY'S CLASSROOM	0300 730	429.56	75390	001	EQUIPMENT
07/11/2019		00051438	50700	PAIGE'S MUSIC	0300 730	4,179.00	75396	001	EQUIPMENT
				** Object Total - 730 **	0300 730	37,957.44			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	0300 733	125.95	75246	001	SUPPLIES
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0300 733	159.99	75249	001	EQUIPMENT
07/11/2019		00051423	891529	STAPLES BUSINESS ADVANTAGE	0300 733	224.97	75381	001	SUPPLIES
				** Object Total - 733 **	0300 733	510.91			
06/27/2019	yes	00051299	42571	MACALLISTER MACHINERY CO INC	0300 735	401,647.00	75269	001	EQUIPMENT
07/11/2019		00051327	892447	BARRET SUPPLIES & EQUIPMENT	0300 735	15,662.06	75285	001	EQUIPMENT
				** Object Total - 735 **	0300 735	417,309.06			
07/11/2019		00051379	891947	KRONOS INC	0300 742	291.20	75337	001	
				** Object Total - 742 **	0300 742	291.20			
06/21/2019	yes	00051262	33875	IASBO	0300 810	50.00	75251	001	REGISTRATION
				** Object Total - 810 **	0300 810	50.00			
06/10/2019	yes	00051228	890942	MAGIC-WRIGHTER	0300 871	17.50	1	001	E'FUNDS FOOD SERV FEES MAY 19

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06/28/2019	yes	00051445	890503	OLD NATIONAL BANK	0300 871	298.53	1	001	JUNE 2019 ACCT ANALYSIS FEES
				** Object Total - 871 **	0300 871	316.03			
06/27/2019	yes	00051301	52800	PLAINFIELD COMM. SCHOOL	0300 910	2,000,000.00	75271	001	TRANSFER FROM ONE FUND TO ANOT
				** Object Total - 910 **	0300 910	2,000,000.00			
06/21/2019	yes	00051258	888888	PAYROLL	0610 131	1,462.50	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	0610 131	1,012.50	0	001	PAYROLL
				** Object Total - 131 **	0610 131	2,475.00			
06/21/2019	yes	00051267	7650	EFTPS	0610 212	104.75	1	001	CFICA 06/21/2019
				** Object Total - 212 **	0610 212	104.75			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	0610 216	153.16	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	0610 216	153.16			
07/11/2019		00051365	892477	IND. PRINCIPAL LEADERSHIP IN	0610 312	1,000.00	75323	001	REGISTRATION
07/11/2019		00051366	892449	INDIANA K-12 USERS GROUP INC	0610 312	150.00	75324	001	REGISTRATION
07/11/2019		00051441	890972	WIESE TRAINING AND	0610 312	1,580.00	75399	001	STAFF DEVELOPMENT
				** Object Total - 312 **	0610 312	2,730.00			
06/21/2019	yes	00051264	890699	RAY HELMUTH	0610 580	207.60	75253	001	TRAVEL
06/27/2019	yes	00051300	892446	MICHELLE BERGMAN	0610 580	0.00	75270	001	TRAVEL MILEAGE
07/05/2019	yes	00051463	891095	MEL SIEFERT	0610 580	580.00	75420	001	REFUND
				** Object Total - 580 **	0610 580	787.60			
06/27/2019	yes	00051320	52800	PLAINFIELD COMM. SCHOOL	0610 910	58,050.38	75278	001	MEDICAID REIMBURSEMENT
				** Object Total - 910 **	0610 910	58,050.38			
07/11/2019		00051363	34000	ICE MILLER LLP	0770 319	420.00	75321	001	DISTRICT CAMERAS
				** Object Total - 319 **	0770 319	420.00			
07/11/2019		00051469	892421	VERKLER INC	0770 431	51,775.00	75426	001	REPAIR/MAINTENANCE
				** Object Total - 431 **	0770 431	51,775.00			
06/27/2019	yes	00051299	42571	MACALLISTER MACHINERY CO INC	0770 735	293,500.00	75269	001	EQUIPMENT
				** Object Total - 735 **	0770 735	293,500.00			
07/11/2019		00051330	891389	BOB HAYES CONSTRUCTION CO LL	0790 431	8,534.00	75288	001	REPAIR/MAINTENANCE
				** Object Total - 431 **	0790 431	8,534.00			
06/21/2019	yes	00051258	888888	PAYROLL	0800 120	9,245.26	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	0800 120	11,175.76	0	001	PAYROLL
				** Object Total - 120 **	0800 120	20,421.02			
06/21/2019	yes	00051267	7650	EFTPS	0800 211	694.08	1	001	CFICA 06/21/2019
				** Object Total - 211 **	0800 211	694.08			
06/21/2019	yes	00051269	54200	PUBLIC EMPLOYEES RETIRE	0800 214	1,312.83	1	001	PERF 06/21/2019
				** Object Total - 214 **	0800 214	1,312.83			

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06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0800 221	9.54	75264	001 LTD	06/07/2019
				** Object Total - 221 **	0800 221	9.54			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0800 222	2,160.80	75264	001 LTD	06/07/2019
				** Object Total - 222 **	0800 222	2,160.80			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	0800 224	52.74	75264	001 LTD	06/07/2019
				** Object Total - 224 **	0800 224	52.74			
06/25/2019	yes	00051295	45125	MET LIFE RESOURCES	0800 241	239.02	75265	001 401A	06/07/2019
				** Object Total - 241 **	0800 241	239.02			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0800 312	125.00	75249	001 EQUIPMENT	
07/11/2019		00051368	892133	INDIANA SCHOOL NUTRITION ASS	0800 312	270.00	75326	001 REGISTRATION	
				** Object Total - 312 **	0800 312	395.00			
07/11/2019		00051324	89218 0	ALPHA ELECTRIC	0800 431	5,494.76	75282	001 REPAIR/MAINTENANCE	
07/11/2019		00051374	29650	K K HALL	0800 431	212.34	75332	001 REPAIR	
07/11/2019		00051421	890604	SMART SYSTEMS	0800 431	201.09	75379	001 REPAIR	
07/11/2019		00051436	891742	VANCO COMMERCIAL LLC	0800 431	1,394.87	75394	001 REPAIR	
				** Object Total - 431 **	0800 431	7,303.06			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0800 550	806.97	75249	001 EQUIPMENT	
				** Object Total - 550 **	0800 550	806.97			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0800 611	164.08	75249	001 EQUIPMENT	
07/11/2019		00051323	850	ACORN DISTRIBUTORS INC.	0800 611	317.40	75281	001 SUPPLIES	
07/11/2019		00051326	5350	ASAP IDENTIFICATION ENTE	0800 611	756.00	75284	001 SITPPLIES	
07/11/2019		00051424	63300	STARKEN PRINTING CO	0800 611	225.00	75382	001 SUPPLIES	
				** Object Total - 611 **	0800 611	1,462.48			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	0800 614	345.60	75249	001 EQUIPMENT	
07/11/2019		00051342	892028	DEAN FOODS-SCHENKELS DAIRY	0800 614	702.46	75300	001 FOOD	
07/11/2019		00051377	890268	KLOSTERMAN BAKING COMPANY IN	0800 614	28.80	75335	001 FOOD	
07/11/2019		00051402	890327	PIAZZA PRODUCE	0800 614	733.50	75360	001 FOOD	
07/11/2019		00051434	891570	US FOODS INC	0800 614	2,898.02	75392	001 FOOD	
				** Object Total - 614 **	0800 614	4,708.38			
06/27/2019	yes	00051320	52800	PLAINFIELD COMM. SCHOOL	0800 877	150,000.00	75278	001 MEDICAID REIMBURSEMENT	
				** Object Total - 877 **	0800 877	150,000.00			
06/21/2019	yes	00051258	888888	PAYROLL	1650 110	2,852.96	0	001 PAYROLL	
07/05/2019	yes	00051470	888888	PAYROLL	1650 110	2,884.38	0	001 PAYROLL	
				** Object Total - 110 **	1650 110	5,737.34			
06/21/2019	yes	00051258	888888	PAYROLL	1650 120	5,025.85	0	001 PAYROLL	
07/05/2019	yes	00051470	888888	PAYROLL	1650 120	4,817.69	0	001 PAYROLL	
				** Object Total - 120 **	1650 120	9,843.54			

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06/21/2019	yes	00051267	7650	EFTPS	1650 211	348.43	1	001	CFICA 06/21/2019
				** Object Total - 211 **	1650 211	348.43			
06/21/2019	yes	00051267	7650	EFTPS	1650 212	199.69	1	001	CFICA 06/21/2019
				** Object Total - 212 **	1650 212	199.69			
06/21/2019	yes	00051269	54200	PUBLIC EMPLOYEES RETIRE	1650 214	684.11	1	001	PERF 06/21/2019
				** Object Total - 214 **	1650 214	684.11			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	1650 216	299.57	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	1650 216	299.57			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	1650 221	19.06	75264	001	LTD 06/07/2019
				** Object Total - 221 **	1650 221	19.06			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	1650 222	2,096.34	75264	001	LTD 06/07/2019
				** Object Total - 222 **	1650 222	2,096.34			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	1650 224	63.68	75264	001	LTD 06/07/2019
				** Object Total - 224 **	1650 224	63.68			
06/25/2019	yes	00051295	45125	MET LIFE RESOURCES	1650 241	186.62	75265	001	401A 06/07/2019
				** Object Total - 241 **	1650 241	186.62			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	1650 611	260.92	75246	001	SUPPLIES
				** Object Total - 611 **	1650 611	260.92			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	1650 730	528.14	75246	001	SUPPLIES
				** Object Total - 730 **	1650 730	528.14			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	1650 733	1,278.95	75246	001	SUPPLIES
				** Object Total - 733 **	1650 733	1,278.95			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	2061 312	469.00	75249	001	EQUIPMENT
				** Object Total - 312 **	2061 312	469.00			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	2061 611	1,606.77	75246	001	SUPPLIES
				** Object Total - 611 **	2061 611	1,606.77			
07/11/2019		00051356	28380	GOPHER SPORTS	2061 730	489.75	75314	001	EQUIPMENT
				** Object Total - 730 **	2061 730	489.75			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	2061 733	688.58	75246	001	SUPPLIES
				** Object Total - 733 **	2061 733	688.58			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	2065 611	13.82	75246	001	SUPPLIES
				** Object Total - 611 **	2065 611	13.82			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	2065 730	33.05	75249	001	EQUIPMENT

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				** Object Total - 730 **	2065 730	33.05			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	2970 611	747.90	75249	001	EQUIPMENT
				** Object Total - 611 **	2970 611	747.90			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	2970 730	3,147.84	75249	001	EQUIPMENT
				** Object Total - 730 **	2970 730	3,147.84			
07/11/2019		00051443	889030	WITHAM TOXICOLOGY LABORATORY	2990 313	165.00	75401	001	DRUG TESTING
				** Object Total - 313 **	2990 313	165.00			
06/27/2019	yes	00051303	888967	SNA	2990 580	2,540.00	75273	001	REGISTRATION
				** Object Total - 580 **	2990 580	2,540.00			
06/21/2019	yes	00051259	2926	SYNCHRONY BANK/AMAZON	2990 611	98.00	75246	001	SUPPLIES
07/11/2019		00051406	52940	PLAINFIELD FLORIST	2990 611	59.90	75364	001	SUPPLIES
07/11/2019		00051407	52825	PLAINFIELD SCHOOL CAFE.	2990 611	108.48	75365	001	SUPPLIES
				** Object Total - 611 **	2990 611	266.38			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	2990 614	51.14	75249	001	EQUIPMENT
				** Object Total - 614 **	2990 614	51.14			
07/11/2019		00051385	889407	LIFE FITNESS & HAMMER STRENG	2990 730	19,521.64	75343	001	EQUIPMENT
				** Object Total - 730 **	2990 730	19,521.64			
06/21/2019	yes	00051258	888888	PAYROLL	3040 131	1,575.00	0	001	PAYROLL
				** Object Total - 131 **	3040 131	1,575.00			
06/21/2019	yes	00051267	7650	EFTPS	3040 212	109.90	1	001	CFICA 06/21/2019
				** Object Total - 212 **	3040 212	109.90			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	3040 215	4.50	1	001	PRE TRF 06/21/2019
				** Object Total - 215 **	3040 215	4.50			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	3040 216	149.63	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	3040 216	149.63			
07/11/2019		00051433	891281	UNIVERSITY OF NOTRE DAME	3040 312	695.00	75391	001	PROFESSIONAL SRVICES
				** Object Total - 312 **	3040 312	695.00			
06/27/2019	yes	00051320	52800	PLAINFIELD COMM. SCHOOL	3250 910	45,499.25	75278	001	MEDICAID REIMBURSEMENT
				** Object Total - 910 **	3250 910	45,499.25			
06/21/2019	yes	00051258	888888	PAYROLL	3710 110	353.31	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	3710 110	353.31	0	001	PAYROLL
				** Object Total - 110 **	3710 110	706.62			
06/21/2019	yes	00051267	7650	EFTPS	3710 212	25.81	1	001	CFICA 06/21/2019
				** Object Total - 212 **	3710 212	25.81			

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06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	3710 216	37.15	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	3710 216	37.15			
06/21/2019	yes	00051258	888888	PAYROLL	4190 120	1,261.04	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	4190 120	1,261.04	0	001	PAYROLL
				** Object Total - 120 **	4190 120	2,522.08			
06/21/2019	yes	00051267	7650	EFTPS	4190 211	84.62	1	001	CFICA 06/21/2019
				** Object Total - 211 **	4190 211	84.62			
06/21/2019	yes	00051269	54200	PUBLIC EMPLOYEES RETIRE	4190 214	179.06	1	001	PERF 06/21/2019
				** Object Total - 214 **	4190 214	179.06			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	4190 221	3.18	75264	001	LTD 06/07/2019
				** Object Total - 221 **	4190 221	3.18			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	4190 222	495.74	75264	001	LTD 06/07/2019
				** Object Total - 222 **	4190 222	495.74			
06/25/2019	yes	00051294	14457	CENTRAL IN SCHOOL EMPLOYEES	4190 224	10.88	75264	001	LTD 06/07/2019
				** Object Total - 224 **	4190 224	10.88			
07/11/2019		00051404	52800	PLAINFIELD COMM. SCHOOL	4190 910	6,780.33	75362	001	TRANSFER TO RETURN LOAN
				** Object Total - 910 **	4190 910	6,780.33			
06/21/2019	yes	00051258	888888	PAYROLL	5220 110	649.57	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	5220 110	1,729.22	0	001	PAYROLL
				** Object Total - 110 **	5220 110	2,378.79			
06/21/2019	yes	00051267	7650	EFTPS	5220 212	34.94	1	001	CFICA 06/21/2019
				** Object Total - 212 **	5220 212	34.94			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	5220 216	68.22	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	5220 216	68.22			
07/11/2019		00051416	891003	ROGARDS OFFICE PLUS	5220 611	1,207.22	75374	001	SUPPLIES
				** Object Total - 611 **	5220 611	1,207.22			
07/11/2019		00051404	52800	PLAINFIELD COMM. SCHOOL	5220 910	752.73	75362	001	TRANSFER TO RETURN LOAN
				** Object Total - 910 **	5220 910	752.73			
06/21/2019	yes	00051258	888888	PAYROLL	5230 110	24,907.84	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	5230 110	24,907.84	0	001	PAYROLL
				** Object Total - 110 **	5230 110	49,815.68			
06/21/2019	yes	00051267	7650	EFTPS	5230 212	1,701.20	1	001	CFICA 06/21/2019
				** Object Total - 212 **	5230 212	1,701.20			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	5230 216	2,615.35	1	001	PRE TRF 06/21/2019

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Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
06/21/2019	yes	00051271	35700	INDIANA STATE TEACHERS'	5230 216	-2.96	1	001	TRF 06/21/2019
				** Object Total - 216 **	5230 216	2,612.39			
07/11/2019		00051404	52800	PLAINFIELD COMM. SCHOOL	5230 910	29,221.43	75362	001	TRANSFER TO RETURN LOAN
				** Object Total - 910 **	5230 910	29,221.43			
06/21/2019	yes	00051258	888888	PAYROLL	5850 110	1,237.11	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	5850 110	1,237.11	0	001	PAYROLL
				** Object Total - 110 **	5850 110	2,474.22			
06/21/2019	yes	00051267	7650	EFTPS	5850 212	94.64	1	001	CFICA 06/21/2019
				** Object Total - 212 **	5850 212	94.64			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	5850 216	129.92	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	5850 216	129.92			
06/21/2019	yes	00051260	890253	CARDMEMBER SERVICE	5850 312	469.00	75249	001	EQUIPMENT
				** Object Total - 312 **	5850 312	469.00			
06/27/2019	yes	00051300	892446	MICHELLE BERGMAN	5850 580	101.27	75270	001	TRAVEL MILEAGE
				** Object Total - 580 **	5850 580	101.27			
07/11/2019		00051404	52800	PLAINFIELD COMM. SCHOOL	5850 910	1,930.67	75362	001	TRANSFER TO RETURN LOAN
				** Object Total - 910 **	5850 910	1,930.67			
06/21/2019	yes	00051258	888888	PAYROLL	6460 110	300.00	0	001	PAYROLL
07/05/2019	yes	00051470	888888	PAYROLL	6460 110	600.00	0	001	PAYROLL
				** Object Total - 110 **	6460 110	900.00			
07/05/2019	yes	00051470	888888	PAYROLL	6460 120	954.04	0	001	PAYROLL
				** Object Total - 120 **	6460 120	954.04			
06/21/2019	yes	00051267	7650	EFTPS	6460 212	22.08	1	001	CFICA 06/21/2019
				** Object Total - 212 **	6460 212	22.08			
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	6460 216	31.50	1	001	PRE TRF 06/21/2019
				** Object Total - 216 **	6460 216	31.50			
07/11/2019		00051446	892498	M NICHOLS DILK PHO HSPP JD	6460 318	2,805.09	75403	001	SERVICES
				** Object Total - 318 **	6460 318	2,805.09			
07/11/2019		00051355	890406	GO SOLUTIONS GROUP INC	6460 319	932.20	75313	001	SERVICES
				** Object Total - 319 **	6460 319	932.20			
07/11/2019		00051387	42298	LRP PUBLICATIONS	6460 650	284.50	75345	001	PERIODICALS
				** Object Total - 650 **	6460 650	284.50			
07/11/2019		00051362	891534	CASE	6460 810	165.00	75320	001	DOES & FEES
				** Object Total - 810 **	6460 810	165.00			

07/05/2019 8:24:14		Account Types; **ALL** Oser: *ALL*		Plainfield Community School Corp Accounts Payable Voucher Register - By Object Bank: **ALL**			Date Range: 06/10/2019 - 07/11/2019 Vouchers; **ALL** Between Board: Included			Page: 14 farvchoO.pg004	
Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum		
06/21/2019	yes	00051258	888888	PAYROLL	6840 110	1,544.75	0	001	PAYROLL		
07/05/2019	yes	00051470	888888	PAYROLL	6840 110	1,544.77	0	001	PAYROLL		
				** Object Total - 110 **	6840 110	3,089.52					
06/21/2019	yes	00051258	888888	PAYROLL	6840 131	5,752.50	0	001	PAYROLL		
07/05/2019	yes	00051470	888888	PAYROLL	6840 131	150.00	0	001	PAYROLL		
				** Object Total - 131 **	6840 131	5,902.50					
06/21/2019	yes	00051267	7650	EFTPS	6840 211	3.02	1	001	CFICA 06/21/2019		
				** Object Total - 211 **	6840 211	3.02					
06/21/2019	yes	00051267	7650	EFTPS	6840 212	516.73	1	001	CFICA 06/21/2019		
				** Object Total - 212 **	6840 212	516.73					
06/21/2019	yes	00051269	54200	PUBLIC EMPLOYEES RETIRE	6840 214	6.39	1	001	PERF 06/21/2019		
				** Object Total - 214 **	6840 214	6.39					
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	6840 215	22.29	1	001	PRE TRF 06/21/2019		
				** Object Total - 215 **	6840 215	22.29					
06/21/2019	yes	00051268	35700	INDIANA STATE TEACHERS'	6840 216	666.32	1	001	PRE TRF 06/21/2019		
06/21/2019	yes	00051271	35700	INDIANA STATE TEACHERS'	6840 216	55.74	1	001	TRF 06/21/2019		
				** Object Total - 216 **	6840 216	722.06					
07/11/2019		00051404	52800	PLAINFIELD COMM. SCHOOL	6840 910	19,365.22	75362	001	TRANSFER TO RETURN LOAN		
				** Object Total - 910 **	6840 910	19,365.22					
06/14/2019	yes	00051230	891079	ANGELA MONTGOMERY	8400 876	19.40	75216	001	REFUND CAFETERIA		
06/14/2019	yes	00051231	892475	AUDREY ABELL	8400 876	20.45	75217	001	REFUND CAFETERIA		
06/14/2019	yes	00051234	892463	DAWN COTLER	8400 876	92.90	75220	001	REFUND CAFETERIA		
06/14/2019	yes	00051235	892459	DEAN RICHARDSON	8400 876	29.25	75221	001	REFUND CAFETERIA		
06/14/2019	yes	00051237	892470	ERIC ROELL	8400 876	22.80	75223	001	REFUND CAFETERIA		
06/14/2019	yes	00051238	892458	ERICA THORNHILL	8400 876	13.90	75224	001	REFUND CAFETERIA		
06/14/2019	yes	00051239	892466	JACK MCCARTY	8400 876	274.65	75225	001	REFUND CAFETERIA		
06/14/2019	yes	00051240	41230	JILL M LEES	8400 876	9.15	75226	001	REFUND		
06/14/2019	yes	00051241	892467	JOLIE GELLERT	8400 876	68.89	75227	001	REFUND CAFETERIA		
06/14/2019	yes	00051242	892462	KRISTA KNOWLES	8400 876	13.50	75228	001	REFUND CAFETERIA		
06/14/2019	yes	00051243	892472	MELISSA MARKS	8400 876	22.05	75229	001	REFUND CAFETERIA		
06/14/2019	yes	00051244	892468	NADIA MCCOOL	8400 876	12.20	75230	001	REFUND CAFETERIA		
06/14/2019	yes	00051245	892460	NANNETTE VANDAVOORDE	8400 876	8.15	75231	001	REFUND CAFETERIA		
06/14/2019	yes	00051246	892464	NICHOLAS CHILCOTE	8400 876	7.15	75232	001	REFUND CAFETERIA		
06/14/2019	yes	00051247	892465	PAMELA J NEACE	8400 876	58.15	75233	001	REFUND CAFETERIA		
06/14/2019	yes	00051248	892469	RACHEL BETTINGER	8400 876	16.65	75234	001	REFUND CAFETERIA		
06/14/2019	yes	00051250	892461	RANDY REINBOLD	8400 876	32.25	75236	001	REFUND CAFETERIA		
06/14/2019	yes	00051255	892457	SHARON DORSETT	8400 876	17.35	75241	001	REFUND CAFETERIA		
06/14/2019	yes	00051256	892473	SHONDA MERANDA	8400 876	16.80	75242	001	REFUND CAFETERIA		
06/14/2019	yes	00051257	892456	TODD DONOVAN	8400 876	27.50	75243	001	REFUND CAFETERIA		
06/27/2019	yes	00051297	892032	DORAINE CHAPMAN	8400 876	14.25	75267	001	REFUND		
06/27/2019	yes	00051298	889982	JEFF ELKINS	8400 876	21.15	75268	001	REFUND		

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
07/05/2019	yes	00051447	892484	APRIL SKIRVIN	8400 876	15.70	75404	001	REFUND
07/05/2019	yes	00051448	892483	BARB BUSCHMAN	8400 876	15.90	75405	001	REFOND
07/05/2019	yes	00051449	892496	BOB BROWN	8400 876	27.90	75406	001	REFUND
07/05/2019	yes	00051451	892481	CHRIS BINION	8400 876	65.40	75408	001	REFUND
07/05/2019	yes	00051452	892482	CHRISTINE BENDER	8400 876	47.55	75409	001	REFOND
07/05/2019	yes	00051455	892486	DENISE SPARKS	8400 876	9.55	75412	001	REFOND
07/05/2019	yes	00051456	892488	DOUGLAS KAISER	8400 876	6.45	75413	001	REFUND
07/05/2019	yes	00051457	892492	HEIDI GIBBS	8400 876	91.35	75414	001	REFUND
07/05/2019	yes	00051458	892480	HONEYBEE GARAL	8400 876	51.40	75415	001	REFUND
07/05/2019	yes	00051459	892485	JESSICA MINTON	8400 876	25.80	75416	001	REFOND
07/05/2019	yes	00051460	892491	JOHN GRIFFIN	8400 876	6.40	75417	001	REFUND
07/05/2019	yes	00051461	892494	KELLI ADAMS	8400 876	5.50	75418	001	REFUND
07/05/2019	yes	00051462	892493	KRISTY ESTES	8400 876	28.25	75419	001	REFUND
07/05/2019	yes	00051464	892495	REBECCA BELCHER	8400 876	7.50	75421	001	REFUND
07/05/2019	yes	00051465	892487	RENEE KENNEDY	8400 876	30.70	75422	001	REFUND
07/05/2019	yes	00051467	892490	SARAH ALLISON	8400 876	155.25	75424	001	REFUND
07/05/2019	yes	00051468	892489	SHELLY ROSS	8400 876	21.20	75425	001	REFUND
** Object Total - 876 **					8400 876	1,430.34			
06/21/2019	yes	00051272	7650	EFTPS	0001 000	87,279.97		1	001 FEDERAL WITHHOLDINGS
07/05/2019	yes	00051471	7650	EFTPS	0001 000	88,029.70		1	001 FEDERAL WITHHOLDINGS
** Object Total - 000 **					0001 000	175,309.67			
06/21/2019	yes	00051273	7650	EFTPS	0002 000	56,948.33		1	001 FICA/MEDICARE
07/05/2019	yes	00051472	7650	EFTPS	0002 000	56,384.73		1	001 FICA/MEDICARE
** Object Total - 000 **					0002 000	113,333.06			
06/21/2019	yes	00051273	7650	EFTPS	0003 000	14,462.36		1	001 FICA/MEDICARE
07/05/2019	yes	00051472	7650	EFTPS	0003 000	16,062.45		1	001 FICA/MEDICARE
** Object Total - 000 **					0003 000	30,524.81			
06/25/2019	yes	00051281	34550	IN DEPARTMENT OF REVENUE	0004 000	61,508.00		1	001 WITHHOLDING TAXES
** Object Total - 000 **					0004 000	61,508.00			
06/25/2019	yes	00051281	34550	IN DEPARTMENT OF REVENUE	0005 000	30,164.13		1	001 WITHHOLDING TAXES
** Object Total - 000 **					0005 000	30,164.13			
06/25/2019	yes	00051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0008 000	112,772.21	75263		001 MONTHLY PREMIUMS
** Object Total - 000 **					0008 000	112,772.21			
06/25/2019	yes	00051279	67770	VALIC	0009 000	3,916.66		1	001 457 PAYMENTS
** Object Total - 000 **					0009 000	3,916.66			
06/25/2019	yes	00051287	890069	GREAT AMERICAN PLAN ADMIN	0010 000	60.00	75257		001 TSA PAYMENTS
** Object Total - 000 **					0010 000	60.00			
06/25/2019	yes	00051284	3400	AMERICAN FIDELITY	0013 000	15,683.18		1	001 TSA PAYMENTS
** Object Total - 000 **					0013 000	15,683.18			
06/25/2019	yes	00051288	24259	AXA EQOITABLE LIFE	0016 000	9,461.14	75258		001 TSA PAYMENTS

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				** Object Total - 000 **	0016 000	9,461.14			
06/25/2019	yes	00051292	65400	TEXAS LIFE INSURANCE CO.	0018 000	1,688.76	75262	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0018 000	1,688.76			
06/21/2019	yes	00051274	63400	IN STATE CENTRAL COLL UN	0020 000	378.00			1
06/21/2019	yes	00051275	63400	IN STATE CENTRAL COLL UN	0020 000	178.00			1
06/21/2019	yes	00051276	63400	IN STATE CENTRAL COLL UN	0020 000	458.00			1
06/21/2019	yes	00051277	891499	PIONEER CREDIT RECOVERY INC	0020 000	170.83	75256		
07/05/2019	yes	00051473	63400	IN STATE CENTRAL COLL UN	0020 000	378.00			1
07/05/2019	yes	00051474	63400	IN STATE CENTRAL COLL UN	0020 000	178.00			1
07/05/2019	yes	00051475	634DO	IN STATE CENTRAL COLL UN	0020 000	458.00			1
07/05/2019	yes	00051476	892198	HENDRICKS COUNTY CLERK	0020 ODO	393.09	75427		
				** Object Total - 000 **	0020 000	2,591.92			
06/25/2019	yes	00051285	890722	MG TROST COMPANY	0021 000	5,384.86		1	001 TSA PAYMENTS
				** Object Total - 000 **	0021 000	5,384.86			
06/25/2019	yes	00051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0022 000	71.68	75263	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0022 000	71.68			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0023 000	4,297.60		1	001 MONTHLY PREMIUMS
				** Object Total - 000 **	0023 000	4,297.60			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0024 000	4,679.58		1	001 MONTHLY PREMIUMS
				** Object Total - 000 **	0024 DOO	4,679.58			
06/25/2019	yes	OOD51289	45125	MET LIFE RESOURCES	0025 ODO	48,284.0B	75259	001	TSA PAYMENTS
				** Object Total - 000 **	0025 000	48,284.08			
06/25/2019	yes	00051291	66980	UNITED WAY OF CENTRAL INDIAN	0026 000	2,041.56	75261	001	EMPLOYEE DEDUCTIONS
				** Object Total - 000 **	0026 000	2,041.56			
06/25/2019	yes	00051278	25200	FORESTERS FINANCIAL	0027 000	20,728.38		1	001 TSA PAYMENTS
				** Object Total - 000 **	0027 000	20,728.38			
06/25/2019	yes	D0051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0028 000	10,314.05	75263	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0028 000	10,314.05			
06/25/2019	yes	OD051282	340D	AMERICAN FIDELITY	0030 000	8,560.64		1	001 MONTHLY PREMIUMS
				** Object Total - 000 **	0030 000	8,560.64			
06/25/2019	yes	OD051283	3400	AMERICAN FIDELITY	0031 000	6,576.26		1	001 EMPLOYEE DEDUCTIONS
				** Object Total - DOO **	0031 000	6,576.26			
06/25/2019	yes	00051286	3400	AMERICAN FIDELITY	0032 000	33,588.36		1	001 PAYROLL DEDUCTIONS:HSA ACCOUNT
				** Object Total - 000 **	0032 000	33,588.36			
06/25/2019	yes	00051280	67770	VALIC	0034 000	12,590.82		1	001 TSA PAYMENTS
				** Object Total - ODO **	0034 000	12,590.82			

Date	Brd	Voucher #	Vendor #	Vendor	Fnd Obj	Voucher Total	Check #	Bank #	Memorandum
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06/21/2019	yes	00051270	54200	PUBLIC EMPLOYEES RETIRE	0036 000	172.12	1	001	PERF 06/21/2019
				** Object Total - 000 **	0036 000	172.12			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0038 000	6,620.90	1	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0038 000	6,620.90			
06/25/2019	yes	00051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0039 000	1,304.36	75263	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0039 000	1,304.36			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0041 000	604.38	1	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0041 000	604.38			
06/25/2019	yes	00051282	3400	AMERICAN FIDELITY	0042 000	1,100.58	1	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0042 000	1,100.58			
06/25/2019	yes	00051290	890273	LEGACY FODNDATION/PCSC	0043 000	154.00	75260	001	EMPLOYEE DEDUCTIONS
				** Object Total - 000 **	0043 000	154.00			
06/25/2019	yes	00051293	14457	CENTRAL IN SCHOOL EMPLOYEES	0044 000	4,816.80	75263	001	MONTHLY PREMIUMS
				** Object Total - 000 **	0044 000	4,816.80			
* Total Amount of Vouchers *						14,507,039.23			
* Total Number of Vouchers *						424			

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Account Types; **ALL**
User: *ALL*

Plainfield Community School Corp
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TOTALS BY OBJECT

000	728,904.55
110	1,609,148.61
115	2,893.20
120	405,552.24
125	21,486.60
131	9,952.50
136	510.50
140	665.67
211	14,462.36
212	56,948.33
214	28,614.88
215	4,149.64
216	70,901.65
221	2,637.95
222	256,327.00
224	8,277.16
241	63,150.46
311	375.00
312	4,758.00
313	9,924.00
314	1,400.00
318	5,340.59
319	5,643.38
350	3,750.00
412	2,352.21
431	163,146.29
442	18,897.73
444	315.92
450	1,300.00
520	3,126.00
530	4,390.11
550	806.97
580	7,134.13
611	41,716.74
613	19,313.43
614	4,759.52
622	5,614.93
625	88,016.77
640	54.28
650	318.35
655	1,796.40
660	22,500.19
730	61,677.86
733	2,478.44
735	710,809.06
741	7,665.00
742	144,164.00
810	4,043.00

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Account Types: **ALL**
User: *ALL*

Plainfield Community School Corp
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831	7,435,500.00
832	126,021.25
871	316.03
876	1,430.34
877	150,000.00
910	2,161,600.01
* OBJECT TOTALS *	14,507,039.23

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Account Types: **ALL**
User: *ALL*

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TOTALS BY FUND

0101	EDUCATION FUND	2,207,106.98
0200	DEBT SERVICE CONTROL	7,386,080.25
0250	RET./SEV. BOND DEBT SERVICE	175,741.00
0300	OPERATIONS FUND	3,160,799.83
0610	LOCAL RAINY DAY FUND	64,300.89
0770	CONSTRUCTION SUMMER 2012	345,695.00
0790	LEGACY FOUNDATION/SIGNAGE	8,534.00
0800	SCHOOL LUNCH PROGRAM	189,565.92
1650	LITTLE QUAKERS ACADEMY	21,546.39
2061	AUTISM-WRITING, SENSORY	3,254.10
2065	IMAGINATION LAB DONATION	46.87
2970	PCSC TRAPPERS FUND	3,895.74
2990	HENDRICKS REGIONAL GRANT	22,544.16
3040	HIGH ABILITY 09-10	2,534.03
3250	MEDICAID REIMBURSEMENT	45,499.25
3710	NON-ENGLISH SPEAKING PROGRAM	769.58
4190	TITLE I 2009-2010	10,075.89
5220	09-10 WCJS, PRESCHOOL	4,441.90
5230	09-10 WCJS, PART B PASSTHROUGH	83,350.70
5850	TITLE IV STUDENT SOPP & ACADEMIC	5,199.72
6460	MEDICAID REIMBURSEMENT - FEDERAL	6,094.41
6840	TITLE II 05-06, PART A	29,627.73
8400	FOOD SERVICES - PREPAID ACCOUNT	1,430.34
	* FUND TOTALS *	13,778,134.68

TOTALS BY CLEARING

0001	CLEARING FED TAX	175,309.67
0002	SOC SEC TEACHING	113,333.06
0003	SOC SEC NON-TEACHING	30,524.81
0004	STATE TAX	61,508.00
0005	CAGIT CO TAX	30,164.13
0008	HEALTH INSURANCE	112,772.21
0009	VALIC 457	3,916.66
0010	GREAT AMERICAN (2009)	60.00
0013	AMERICAN FIDELITY	15,683.18
0016	EQUITABLE LIFE INS CO.	9,461.14
0018	TEXAS LIFE INSURANCE	1,688.76
0020	GARNISH OF WAGES	2,591.92
0021	ASPIRE	5,384.86
0022	LIFE/L.T.D. DEDUCTIONS	71.68
0023	LIFE INSURANCE	4,297.60
0024	INCOME PROTECTION PLAN	4,679.58
0025	MET LIFE ANNUITY	48,284.08
0026	UNITED WAY	2,041.56
0027	FIRST INVESTORS CORPORATION	20,728.38

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Account Types: **ALL**
Oser: *ALL*

Plainfield Community School Corp
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0028	DENTAL INSURANCE	10,314.05
0030	CANCER POLICY	8,560.64
0031	FLEX BENEFIT	6,576.26
0032	HSA	33,588.36
0034	VALIC-403(B)	12,590.82
0036	VOLUNTARY PERF	172.12
0038	ACCIDENT INSURANCE	6,620.90
0039	SUPPLEMENTAL INSURANCE	1,304.36
0041	HOSPITAL INSURANCE	604.38
0042	CRITICAL INSURANCE	1,100.58
0043	LEGACY FOUNDATION	154.00
0044	VISION INSURANCE	4,816.80
	* CLEARING TOTALS *	728,904.55
	* GRAND TOTAL *	14,507,039.23

07/05/2019
8:24:15

Account Types: **ALL**
User: *ALL*

Plainfield Community School Corp
Accounts Payable Voucher Register - By Object
Bank: **ALL**

Date Range: 06/10/2019 - 07/11/2019
Vouchers: **ALL**
Between Board: Included

Page: 22
farvchoO pG004

ALLOWANCE OF VOUCHERS

We have examined the Vouchers listed on the foregoing Accounts Payable Register, consisting of 22 pages,
and except for the vouchers not allowed on the register, such vouchers are hereby allowed in the total 14,507,039.23
dated this 5th day of July 2019

BOARD OF EDUCATION

Scott Flood	President
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Katie Chamness	1st Vice President
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Michael Allen	2nd Vice President
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Jessica Elston	Secretary
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Brad DuBois	Parliamentarian
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07/05/2019

8:24:15

Account Types: **ALL**
User: *ALL*

Plainfield Community School Corp
Accounts Payable Voucher Register - By Object
Bank: **ALL**

Date Range: 06/10/2019 - 07/11/2019

Vouchers: **ALL**
Between Board: Included

Page: 23
farvchoO pG004

I hereby certify that each of the above listed vouchers and the invoices, or bills attached hereto, are true and correct and that the materials OR services itemized thereon for which charges are made were ordered AND received, and I have audited same in accordance with I.C. 5-11-10-1.6.

FISCAL OFFICER

Stacey D. Smith

STATE & FEDERAL ROUTES-PCSC

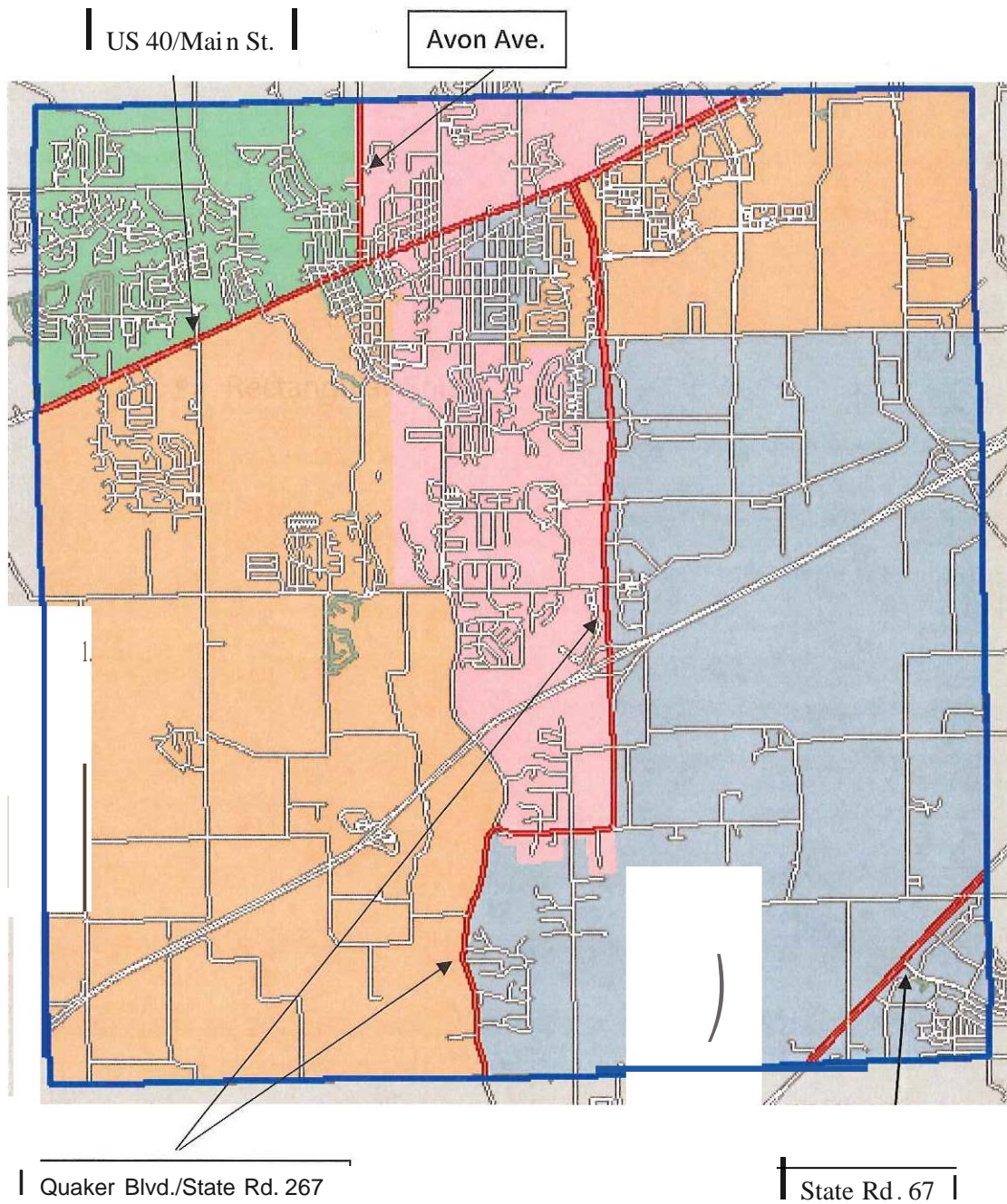


EXHIBIT A

RESOLUTION APPROVING FORM OF LEASE

WHEREAS, 2004 Plainfield Community High School Building Corporation (the "Building Corporation") has previously been organized pursuant to the Indiana Nonprofit Corporation Act of 1991 for the purpose of constructing, renovating and improving facilities for the use of the Plainfield Community School Corporation (the "School Corporation"); and

WHEREAS, the Building Corporation has drafted and submitted a proposed Lease Agreement (the "Lease") for a new elementary school building (the "Leased Premises"); and

WHEREAS, preliminary plans, specifications and estimates (collectively, the "Documents") for the completion of the Leased Premises have been prepared; and

WHEREAS, the Documents have been submitted to and now meet with the approval of this Board of School Trustees (the "Board"); and

WHEREAS, such Documents have been marked to indicate the work covered by the proposed Lease; and

WHEREAS, it now appears to this Board that said preliminary Documents provide the necessary facilities for the students of the School Corporation, and that the proposed Lease with the Building Corporation provides for a fair and reasonable rental; and

WHEREAS, by statute the Building Corporation is required to own the real estate to be leased to the School Corporation, and the School Corporation is required to have the value of the real estate determined by court-appointed appraisers; now, therefore,

BE IT RESOLVED, that the terms and conditions of the proposed form of Lease and the Documents are approved and agreed to as the basis for a hearing, as required by law, and that such hearing should be held by this board upon the necessity for the execution of such Lease and whether the Lease rental provided therein is a fair and reasonable rental for the proposed

building, prior to final determination of such questions, so that this Board may determine whether to execute such Lease as now written, or as modified.

BE IT FURTHER RESOLVED, that the Secretary of the Board is authorized and directed to publish a notice of such hearing as required by law.

BE IT FURTHER RESOLVED, that the counsel for the School Corporation or the Superintendent of the School Corporation is authorized and directed to select three appraisers to appraise the Leased Premises and to petition the Hendricks County Circuit Court (the "Court") to obtain an order approving the appraisal pursuant to Indiana Code § 20-47-3.

BE IT FURTHER RESOLVED, any officers of the Board are authorized to execute a deed and sell the real estate at a price not less than that fixed by the Court.

Passed and Adopted this 11th day of July, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT B

RESOLUTION REAPPROVING BUILDING CORPORATION

WHEREAS, 2004 Plainfield Community High School Building Corporation (the "Building Corporation") has previously been formed as a not-for-profit corporation to assist in financing, renovating, constructing and improving facilities within the Plainfield Community School Corporation (the "School Corporation"); now, therefore,

BE IT RESOLVED by the Board of School Trustees (the "Board") of the School Corporation, as follows:

SECTION 1. That it is hereby determined to be proper and in the public interest of the citizens of this School Corporation to reapprove the incorporation of the Building Corporation known and designated as the "2004 Plainfield Community High School Building Corporation" for the purpose of financing, renovating, constructing and equipping certain school facilities and leasing same to this School Corporation.

SECTION 2. That the Articles of Incorporation and Bylaws of the Building Corporation, previously presented to the Board, are hereby reapproved.

SECTION 3. That providing for the financing, renovating, constructing and equipping of such school facilities by the Building Corporation and the leasing of same to this School Corporation is in the public interest of the citizens of this School Corporation, and it is a proper public purpose for which this Board agrees to cooperate with the Building Corporation and to assist it in fulfilling the requirements of all agencies of the federal, state and local governments.

SECTION 4. That the issuance, sale and delivery by the Building Corporation of one or more series of bonds designated "2004 Plainfield Community High School Building Corporation Ad Valorem Property Tax First Mortgage Bonds, Series 2019B" (or such other name or series

designation as determined at the time of sale) (the "Bonds") in the aggregate principal amount of approximately \$31,840,000 is hereby approved.

SECTION 5. That, upon the redemption or retirement of the Bonds, the School Corporation will accept from the Building Corporation title to such school facilities, free and clear of any and all liens and encumbrances thereon.

SECTION 6. That this Board hereby reapproves the current Directors of the Building Corporation.

SECTION 7. That the Building Corporation may issue, sell and deliver the Bonds, pursuant to the applicable laws of the State of Indiana, may encumber any real property or equipment acquired by it for the purpose of financing the construction and equipping of such school facilities and may enter into contracts for the sale of the Bonds and the construction aid acquisition of such school facilities.

Passed and Adopted this 11th day of July, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees

EXHIBIT C

RESOLUTION DETERMINING NEED FOR PROJECT

WHEREAS, an investigation has been conducted by the Board of School Trustees (the "Board") of Plainfield Community School Corporation (the "School Corporation") with respect to the #QuakerFutures Project which includes the renovation of and improvements to Plainfield Middle School, construction of a new elementary school building and improvements to school facilities within the School Corporation (the "Project") and leasing all or a portion of the Project from the 2004 Plainfield Community High School Building Corporation (the "Building Corporation"); and

WHEREAS, this Board now finds that a need exists for the Project, and that the School Corporation cannot provide the necessary funds to pay the cost of the Project required to meet such need; and

WHEREAS, it is deemed desirable to proceed with the necessary negotiations and all other steps looking toward the financing of the Project by the Building Corporation and the lease of such [facilities] to the School Corporation; now, therefore,

BE IT RESOLVED, that a need exists for the Project, and that the Project cannot be funded from sufficient funds available to the School Corporation, and that this Board proceed to take such steps as may be necessary to secure the Project and leasing of such school [facilities] as provided by the Indiana Code Title 20, Article 47, Chapter 3.

Passed and Adopted this 11th day of July, 2019.

President, Board of School Trustees

Secretary, Board of School Trustees



AIA® Document A133™ - 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Fourteenth day of February in the year Two Thousand Nineteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status and address)

Plainfield Community School Corporation 985 South Longfellow Lane
Plainfield, IN 46168

and the Construction Manager:

(Name, legal status and address)

The Skillman Corporation 3834 S. Emerson Ave., Building A
Indianapolis, IN 46203

for the following Project:

(Name and address or location)

New Guilford Elementary School located on a 40 acre parcel off of Moon Road in
Plainfield, Indiana

The Architect:

(Name, legal status and address)

CSO Architects 883 I Keystone Crossing
Indianapolis, IN 46240

The Owner's Designated Representative:

(Name, address and other information)

Jud Wolfe
Plainfield Community School Corporation
985 South Longfellow Road
Plainfield, IN 46168

The Construction Manager's Designated Representative:

(Name, address and other information)

Bart York
The Skillman Corporation
3834 S. Emerson Ave., Building A
Indianapolis, IN 46203

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect's Designated Representative:
(Name, address and other information)

Jim.Funk:
CSO Architects
8831 Keystone Crossing
Indianapolis, IN 46240

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

(Paragraph Deleted)

ARTICLE 1 GENERAL PROVISIONS

§1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, as modified), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully apart of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§2.1 Preconstruction Phase

§2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager's Preconstruction Phase services shall include: planning and scheduling, estimating, value management, quality review, preparing contracts for construction, life-cycle costing, front end specifications, bid procurement, tracking costs against the budget, design meetings and all staffing costs and the services identified in this Section 2.1 and in Section 2.2.

§2.12 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§2.13 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§2.14 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§2.15 Preliminary Cost Estimates

§2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§2.16 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, including but not limited to Indiana Code 5-32 (Employment of Construction Managers as Constructor), and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§2.2 Guaranteed Maximum Price Proposal and Contract Time

§2.2.1 After the completion of the Drawings and Specifications for the early trades (site/structural steel) ("Early Trades") and after completion of bidding for the Early Trades by the Construction Manager, Construction Manager shall prepare an initial Guaranteed Maximum Price proposal for the Work related to the Early Trades only for the Owner's review and acceptance. After the completion of the Drawings and Specifications for the remaining trades and after completion of bidding for such remaining trades by the Construction Manager, Construction Manager shall prepare a final Guaranteed Maximum Price proposal for all the Work that including the Early Trades for the Owner's review and acceptance. For the avoidance of doubt, the final Guaranteed Maximum Price proposal, if accepted by the Owner in accordance with this Agreement, shall then replace the initial Guaranteed Maximum Price Amendment for the Early Trades. Accordingly, the process outlined in this Section 2.2 for the Guaranteed Maximum Price Proposal is anticipated to be performed twice. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

1. A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
2. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
3. A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
4. The date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, which date is anticipated to be in March, 2021; and

5 A date by which the Owner must accept the Guaranteed Maximum Price.

§2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§2.3 Construction Phase

§2.3.1 General

§2.3.1.1 For purposes of Section 8.1.2 of A.201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§2.3.2 Administration

§2.3.2.1 The Construction Manager shall timely propose written criteria for pre-qualification per Indiana Code 5-32 for the Owner's review and approval. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall bid, open award and otherwise comply with the applicable public bidding requirements of Indiana Code 5-32 and 36-1-12. The Construction Manager shall then determine, with the advice of the Owner and the Architect, which bids will be accepted as the lowest responsive and responsible bids. The Construction Manager shall defend, indemnify and hold the Owner harmless for any claims, causes of action, or suits related to or arising out of Construction Manager's non-compliance with the applicable public bidding requirements of Indiana Code 5-32, Indiana Code 36-1-12 or other applicable laws, statutes, ordinances or codes.

§2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee.

§2.3.2.4 The Construction Manager may self-perform a portion of the Work not to exceed 20% of the value of the Project; provided, however, the Construction Manager shall submit and open its bids for any such proposed self-

performed Work at the same time and in accordance with the same public bid requirements as all other bidders for the Project. The Construction Manager shall be awarded a contract for this portion of work only if the Construction Manager's bid is the lowest responsive and responsible bid. Any such self-performed Work that the Construction Manager is determined to be the lowest responsive and responsible bidder shall be documented by a Change Order.

§2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§3.1 Information and Services Required of the Owner

§3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the modified AIA Document B133-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§4.1 Compensation

§4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of or basis for, compensation and include a list of reimbursable cost items, as applicable.)

the total lump sum amount of Eighty-Two Thousand Five Hundred Twenty-Two and 00/100 Dollars (\$82,522.00).

(Paragraph Deleted)

§4.2 Payments

§4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§4.2.2 Payments are due and payable thirty (30) days after the Owner's receipt of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Prime rate as published by The Wall Street Journal

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

two and a quarter percent (2.25%) of the Cost of the Work

§5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

two and a quarter percent (2.25%) of the net increase in the Cost of the Work

§5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Per Section 7.3.11 of the A201 General Conditions, as modified

§5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project.

§5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§5.2 Guaranteed Maximum Price

§5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

§5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§5.3 Changes in the Work

§5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

(Paragraph Deleted)

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§6.1 Costs to Be Reimbursed

§6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval in writing and prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§6.2 Labor Costs

§6.2.1 For self-performed Work performed by the Construction Manager, the lump sum amount as documented by Change Order for the self-performed portion of the Work awarded to the Construction Manager in accordance with Section 2.3.2.4, if any, and as permitted by Indiana Code 5-32 and Indiana Code 36-1-12.

§6.2.2 Wages or salaries and costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions of the Construction Manager's supervisory, executive, administrative and other personnel shall be the total lump sum amount of Six Hundred Sixteen Thousand One Hundred Thirty-Two and 00/100 Dollars (\$616,132.00). In the event any of the foregoing personnel and costs are also listed as a Cost of the Work to be reimbursed in other sections of this Article 6, the parties nevertheless agree that all such costs shall be included within this lump sum staffing cost. *(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

(Paragraphs Deleted)

§6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and the Contract Documents.

§6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling beyond fifty (50) miles of the Project in discharge of duties connected with the Work. Expenditures made by the Construction Manager for any such travel will be reimbursed at the current rate paid by the Owner and in accordance with the State of Indiana Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the Owner for availability of funds and for appropriateness per Owner's guidelines.

§6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§6.6 Miscellaneous Costs

§6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§6.6.2 Applicable sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable and subject to applicable law and Section 3.6 of the AIA A201 General Conditions, as modified.

§6.6.3 Fees and assessments for the building permit and for other pennits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§6.6.10 The following general conditions costs: safety equipment, first aid supplies, handrails and toe boards, opening protection, fire extinguishers, temporary fencing, storage rental, temporary toilets, temporary stairs, temporary enclosures, temporary barricades, project signs, bulletin boards, on-site equipment, plumbing, telephone expenses, temporary power service, temporary water service, temporary heating service, heating energy charges, temporary wiring, temporary lighting, periodic clean-up, trash dumpsters, dump pennit and fees, traffic control, temporary roads, roadway maintenance, job trailer/trailer utilities, material testing, project website, permitting and all other jobsite construction-related miscellaneous expenses excluding all Construction Manager staffing costs. For the avoidance of doubt, in the event any of the foregoing general conditions costs are also listed as a Cost of the Work to be reimbursed in other sections of this Article 6, the Construction Manager shall only be reimbursed once for such costs.

§6.7 Other Costs and Emergencies

§6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§6.8 Costs Not To Be Reimbursed

§6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§6.9 Discounts, Rebates and Refunds

§6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§6.10 Related Party Transactions

§6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes in writing the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction

Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§7.1 Progress Payments

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

§7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§7.1.3 Provided that an Application for Payment along with all supporting documentation required by the Contract Documents is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the twenty-fifth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment along with all supporting documentation required by the Contract Documents.

(Federal, state or local laws may require payment within a certain period of time.)

§7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

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

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- 4 Subtract retainage of five percent percent (5%) from that portion of the Work that the Construction Manager self-performs;
- 5 Subtract the aggregate of previous payments made by the Owner;
- 6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§7.2 Final Payment

§7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- 3 a final Certificate for Payment has been issued by the Architect; and
- 4 all requirements for final payment as set forth in Article 9 of the AIA A201 General Conditions, as modified, have been satisfied.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and compliance with all the requirements of Section 7.2.1.

§7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-

A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

§8.1 For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007, as modified, and per this Article 8.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Payment and Performance Bond	100% of the Guaranteed Maximum Price
Worker's Compensation Insurance	Statutory limits mandated by State and Federal Laws
Employer's Liability	<div>Bodily Injury by Accident \$1,000,000/each accident</div> <div>Bodily Injury by Disease \$1,000,000/policy limits</div> <div>Bodily Injury by Disease \$1,000,000/each employee</div>
Commercial General Liability, including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, and Personal Injury	<div>\$1,000,000 Each Occurrence</div> <div>\$2,000,000 Job Site Aggregate</div> <div>\$1,000,000 Personal and Advertising Injury</div> <div>\$2,000,000 Products-Completed Operations Aggregate</div>
Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage	\$1,000,000 Each Accident
Umbrella or Excess:	<div>\$5,000,000 over primary insurance</div> <div>\$10,000 retention for self-insured hazards each occurrence</div>

§8.2. The Construction Manager's commercial general liability policy shall be endorsed to have the Job Site Aggregate apply to this Project only and shall provide a \$2,000,000 General Aggregate. The Construction Manager's Contractual Liability insurance shall include coverage sufficient to meet the obligations in Section 3.18 of the AIA A201-2007 General Conditions, as modified. Products and Completed Operations insurance shall be maintained by the Construction Manager for a minimum period of at least two (2) years after either 90 days following substantial completion of the entire work or final payment, whichever is earlier.

ARTICLE 9 DISPUTE RESOLUTION

§9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. *If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.*)

- [X] Litigation with venue for any proceeding at law or in equity related to or arising out of this Agreement being in the state courts of Hendricks County, Indiana, and the parties hereby waive any right to object to this exclusive venue. Each party further consents to the personal jurisdiction by said courts over it and hereby expressly waives, in the case of any such action, any defenses thereto based on jurisdictions, venue, or forum non conveniens

§9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take

legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to its building corporation or to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ **115.1** Independent Contractor. The Construction Manager is an independent contractor and in providing its services and Work under this Agreement shall not represent to any third party that its authority is greater than that granted to it under this Agreement.

§ **115.2** Prior Work. To the extent any of the Construction Manager's services including any preconstruction services have been provided before the execution of this Agreement, the Construction Manager and Owner nevertheless agree that this Agreement shall control the rights and responsibilities of the parties hereto.

§ **115.3** Entire Agreement. This Agreement replaces any and all prior agreements or understandings between the parties hereto (whether written or oral) related to the Project and cannot be modified except in a written document signed by the Owner and the Construction Manager.

§ **115.4** Third-Party Beneficiaries. This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns, and, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement is intended to or shall create a contractual relationship with, or any rights or cause of action in favor of, any third party against either the Owner or the Construction Manager.

§ **115.5** Survival. All provisions of this Agreement which contain any continuing obligations shall survive its expiration, completion or termination.

§ **115.6** Drafting of Agreement. The parties expressly agree that this Agreement was jointly drafted, and they 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 in a neutral manner.

§ **115.7** Liquidated Damages. Construction Manager understands that if substantial completion of the entire Work is not attained by the substantial completion date identified in the GMP Amendment ("Substantial Completion Date"), Owner will suffer damages which are difficult to determine and accurately specify. Construction Manager agrees that if substantial completion of the entire Work is not attained by the Substantial Completion Date, Construction Manager shall pay Owner Zero Dollars (\$0) per calendar day for the first thirty (30) calendar days after the Substantial Completion Date and One Thousand Dollars (\$1,000.00) as liquidated damages for each calendar day after the thirtieth day that substantial completion of the Work has not been achieved and continuing for each calendar day thereafter that the Work is not substantially complete. If the Contract Time is extended by Change Order, the Substantial Completion Date shall be extended accordingly, unless otherwise provided in any such Change Order. Construction Manager hereby waives and relinquishes any claim that the liquidated damages as herein provided are a penalty and agrees that such liquidated damages are a fair and reasonable estimate of Owner's damages liquidated herein at the time of contracting.

§ **115.8** Counterparts. This Agreement may be executed in separate counterparts and delivered by facsimile or electronic scanned format, with the parties hereby acknowledging that each separately executed counterpart will be afforded the same force and effect as a duly signed original document, even if an executed counterpart is delivered only via facsimile copy or electronic scanned format.

§ **115.9** Attestation. The undersigned attests, subject to the penalties for perjury, the undersigned is the Construction Manager, or the properly authorized representative, agent, member or officer of the Construction Manager. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Construction Manager, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than which appears upon the face hereof. Furthermore, if the undersigned has knowledge a state officer, employee, or special state appointee, as defined in Ind. Code § 4-2-6-1, has a financial interest in the Agreement, the Construction Manager attests to compliance with the disclosure requirements in § 4-2-6-10.5 and applicable law.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified
- .2 AIA Document A201-2007, General Conditions of the Contract for Construction, as modified
- .3

(Paragraph Deleted)

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER(Signature)

CONSTRUCTION MANAGER(Signature)

(Printed name and title)

(Printed name and title)

AIA Document A201f' - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Guilford Elementary School located on a 40 acre parcel off of Moon Road in Plainfield, Indiana

THE OWNER:

(Name, legal status and address)

Plainfield Community School Corporation
985 South Longfellow Lane
Plainfield, IN 46168

THE ARCHITECT:

(Name, legal status and address)

CSO Architects
8831 Keystone Crossing
Indianapolis, IN 46240

THE CONTRACTOR:

(Name, legal status and address)

The Skillman Corporation
3834 S. Emerson Ave., Building A
Indianapolis, IN 46203

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General Conditions, as modified), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and other similar terms used in the Contract Documents, when used in reference to the Contractor, shall be interpreted and construed to mean that which the Contractor knows, recognizes, or discovers or reasonably should have known, recognized or discovered in its capacity as a reasonably prudent general contractor. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted and construed to mean reasonably inferable by a

general contractor familiar with the Project and typical school construction and exercising that degree of care, skill, and diligence required of the Contractor by the Contract Documents

§12 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall promptly notify the Owner and Architect in writing and provide the better quality or greater quantity of Work or comply with the more stringent requirement as determined in writing by the Architect.

§1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§2.1 GENERAL

§2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§2.1.2 The Work is to proceed as a no-lien Project in accordance with the laws of the State of Indiana regarding public projects. Contractor shall provide to the Owner both a Payment Bond and a Performance Bond as required by Indiana Code 36-1-12 and Indiana Code 5-32-6. The Contractor, for itself and for all who claim through the Contractor, acknowledges and agrees that this is a public project and, therefore, no lien shall attach to the real estate on which the Project is located or to any improvements now existing or to be constructed thereon in favor of the Contractor or any Subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work, materials, equipment, services, tools or machinery for the design or construction of improvements on the land. The Contractor shall also provide written notice of the no-lien status of this Project to all of its Subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the Project. The Owner shall notify the Contractor of any known attempts by a Subcontractor, sub-subcontractor, material supplier, equipment lessor or any other person or entity which has provided labor, material, equipment and/or services with respect to the Work to file a lien against the Project and the Contractor shall take prompt action to have any asserted lien released, bonded-off or otherwise removed from the Project..

§2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue completion of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from

payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 In no event shall the Owner be deemed to have control over, charge of, or any responsibility for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

§2.6 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner granted in the Contract Documents, at law, or in equity.

ARTICLE 3 CONTRACTOR

§3.1 GENERAL

§3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures; provided, however, in no event shall Contractor proceed in any manner that would violate applicable laws or regulations including but not limited to OSHA and IOSHA regulations.

§3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§3.4 LABOR AND MATERIALS

§3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporarily or permanent and whether or not incorporated or to be incorporated in the Work.

§3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§3.4.4 Contractor affirms and agrees that its hiring, employment and recordkeeping are and will at all times during performance of any of the Work remain in full compliance with the Immigration and Nationality Act, the Immigration Reform and Control Act and all other applicable federal, state and local laws, statutes, ordinances and regulations concerning employment eligibility and verification. Contractor agrees to indemnify and hold harmless the Owner and its employees and agents from and against any and all liabilities, costs and expenses, including but not limited to sanctions, penalties, assessments, attorneys' fees and expenses, in any way arising out of or relating to a breach of this Section by Contractor.

§3.5 WARRANTY

In addition to any warranties implied by law or any special warranties with respect to particular equipment or systems, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Without limiting Contractor's warranty obligations under the Contract Documents, any and all

warranties that are identified in the Contract Documents and any and all standard warranties which are available on any material or equipment or other service at no additional cost to Contractor and which is part of the Work will be provided to Owner at no additional cost, and Contractor further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer or suppliers' warranties.

§3.6 TAXES

§ 3.6.1 The Owner is exempt from Indiana sales and use taxes on all property or services which Owner acquires or uses for the Project. Further, neither sales nor use taxes apply to construction material for the Project, whether acquired directly by Owner or another on the Owner's behalf. The Owner shall issue a general sales tax exemption certificate to Contractor for the Project. Contractor is responsible for all applicable sales and use taxes on machinery, tools, equipment and supplies or other items (other than construction material) that Contractor uses to perform the Work. If taxes that could not have been anticipated by Contractor are imposed after execution of the Agreement, the Contract Sum will be adjusted by a Change Order.

§ 3.6.2 Gross Income Tax - Contractor represents and warrants that it and its Subcontractors and suppliers are not delinquent in the payment of gross retail and use taxes to the State of Indiana. In accordance with Indiana Code 5-22-16-4 this Agreement shall be cancelled by the Owner should the State of Indiana advise Owner that Contractor is delinquent in the payment of its gross retail and use taxes to the State of Indiana unless the Contractor within seven days of notice from the Owner provides to Owner a statement from the Indiana Department of Revenue that the Contractor's delinquent tax liability has been satisfied or has been released. Should the Contractor fail to timely provide said statement from the Indiana Department of Revenue to the Owner, the Contractor shall cease performing its Work and the Owner shall not be obligated to pay Contractor or otherwise be responsible for any of Contractor's costs and damages related to or arising out of the performance of Work and/or the cancellation of this Agreement and the Contractor shall be liable for any and all resulting costs and damages, including attorney fees. In the event of a conflict between this section and Indiana Code 5-22-16-4, Ind. Code 5-22-16-4 shall control.

§3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice in writing to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§3.8 ALLOWANCES

§3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§3.8.2 Unless otherwise provided in the Contract Documents,

- .1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§3.9 SUPERINTENDENT AND OTHER KEY PERSONNEL

§3.9.1 The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor's project manager shall be the person who has responsibility for the prosecution of the Work and who has the authority to act on behalf of the Contractor in all matters for the coordination, direction and technical administration of the Work.

§3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent and project manager. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or project manager or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§3.9.3 The Contractor shall not employ a proposed superintendent or project manager to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent or project manager without the Owner's consent, which shall not unreasonably be withheld or delayed.

§3.9.4 The Contractor shall provide a competent and adequate staff, including but not limited to the project manager and superintendent for the timely and proper administration of the Work. If the Owner determines that the continued participation of any member of the Contractor's staff is not in the best interest of the Project, the Owner may require the Contractor to replace the unsatisfactory staff member. In addition, the Contractor shall not change key members of its staff including but not limited to its project manager and superintendent without the prior written consent of the Owner which consent shall not be unreasonably withheld, so long as such key person remains satisfactory to and employed by the Contractor.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits contained under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Contractor's Construction Schedule shall utilize Critical Path Method analysis ("CPM") and shall include milestone dates for all major elements and phases of

construction of the Work. To permit periodic and timely updating, the Contractor's Construction Schedule shall be developed using software reasonably acceptable to the Owner.

§3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Contractor shall diligently monitor the progress of the Work, and update the construction schedule on a prompt and periodic basis to reasonably reflect the actual progress of the Work.

§3.10.4 Contractor shall notify Owner in writing within seven (7) days of any update to the construction schedule that reflects a delay or imminent delay to the Substantial Completion Date. Notwithstanding the foregoing, Owner and Contractor hereby acknowledge and agree that the only means of modifying the Contract Time is by a duly executed written Change Order, signed by the Owner and Contractor pursuant to the provisions of the Contract Documents.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§3.13 USE OF SITE

§3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.2 Only materials and equipment that are to be used directly in the Work and in the immediate future shall be brought to and stored on the Project site by the Contractor. Equipment no longer required for the Work shall be promptly removed from the Project. Contractor shall be solely responsible for the protection of materials, tools, and equipment stored at the Project site from weather, theft, damage, and all other adversity.

§3.13.3 The Contractor shall keep the Project site, all roads, sidewalks, parking areas, and thoroughfares on and adjacent to the Project free from obstructions which might present a hazard, nuisance, or interference with vehicular or pedestrian traffic. When construction operations necessitate the closing of traffic lanes or sidewalks, the Contractor shall be responsible for arranging such closing in advance with the authorities having jurisdiction, the Owner and any adjacent property owners. The Contractor shall provide adequate barricades, signs, flagmen, traffic control personnel, and other devices for traffic guides and public safety. The Work shall be performed to the fullest extent reasonably possible in such a manner that areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

§ 3.13.4 The Contractor shall not permit any of its or its Subcontractors' employees to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner or the Owner's authorized representative. Without limitation by any other provision of the Contract Documents, the Contractor shall comply with any and all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended from time to time.

§3.14 CUTTING AND PATCHING

§3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§3.15 CLEANING UP

§3.15.1 The Contractor shall on a daily basis keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§3.18 INDEMNIFICATION

§3.18.1 To the fullest extent permitted by law the Contractor shall indemnify, defend and hold harmless the Owner, the Owner's building corporation, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§3.19E-VERIFY

The Contractor and subcontractors shall fully comply with all the E-Verify requirements set forth in Ind. Code 22-5-1.7. Accordingly, the Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program; provided, however, the Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. The Contractor and subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the Contractor violates this Section, the Owner shall require the Contractor to remedy the violation not later than thirty (30) days after the Owner notifies the Contractor. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate this Agreement for breach of contract. If the Owner terminates this Agreement, the Contractor shall, in addition to any other contractual remedies, be liable to the Owner for actual damages. There is a rebuttable presumption that the Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility status of the employee through the E-Verify Program. If the Contractor employs or contracts with an unauthorized alien but the Owner determines that terminating this Agreement would be detrimental to the public interest or public property, the Owner may allow this Agreement to remain in effect until the Owner procures a new contractor. The Contractor shall, prior to performing any of the Work, require any subcontractor to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the E-Verify Program. The Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If the Contractor determines that a subcontractor is in violation of this Section, the Contractor may terminate its subcontract with the subcontractor for such violation. Such termination may not be considered a breach of this Agreement by the Contractor or the subcontractor.

ARTICLE 4 ARCHITECT

§4.1 GENERAL

§4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§4.2.15 Contractor shall be responsible for and shall promptly reimburse the Owner for any and all additional Architect costs incurred by the Owner that are caused in whole or in part by the Contractor including but not limited to the following: (1) the Architect having to review the Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect; (2) the Architect responding to the Contractor's request for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings or prior Project correspondence or documentation; (3) the Architect providing construction phase services 60 days after substantial completion of the Work or the Substantial Completion Date, whichever date is earlier; (4) the Architect providing more than two reviews of each shop drawing, product data item, sample or other similar submittal of the Contractor; (5) the Architect providing more than two inspections of any portion of the Work to determine whether the Work is substantially complete; and (6) the Architect providing more than two inspections of any portion of the Work to determine final completion of the Work. The invoices submitted by the Architect for such additional services, when approved by the Owner, shall be used as the basis for adjusting the Contract Sum by a deductive Change Order.

ARTICLE 5 SUBCONTRACTORS

§5.1 DEFINITIONS

§5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall

be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 52.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

(Paragraph Deleted)

§6.2 MUTUAL RESPONSIBILITY

§6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§7.1 GENERAL

§7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§7.2 CHANGE ORDERS

§7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§7.2.2 The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve, notwithstanding Contractor's signature on the Change Order, present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other Changes Orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope and duration of such reservation of rights.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Section 7.3.7.

§7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§7.3.11 The combined overhead and profit included in the total net additional cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For the Contractor, the Contractor's Fee percentage identified in Section 5.1.1 of the AIA A133 Construction Contract.
- .2 For each subcontractor or sub-subcontractor involved, for Work performed by its own force, ten percent (10%) of the cost.
- .3 For each subcontractor, for Work performed by its sub-subcontractors, five percent (5%) of the amount due the subcontractor.
- .4 Cost to which overhead and profits to be applied shall be determined in accordance with Section 7.3.7.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their priority can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontractors performing portions of the Work. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall also be itemized. In no case will a change involving over \$500 be approved without such itemization.

§7.3.12 For purposes of preparing Change Orders, Contractor shall submit to Architect a complete itemization of all costs required for the change in such form and detail as requested by Architect.

§7.3.13 The Owner and Architect, or their designees, shall have the right to examine, inspect, copy and audit the books and records of Contractor or and any Subcontractor with respect to all changed Work in order to verify the accuracy, correctness, completeness and propriety of all costs and allowances claimed.

§7.3.14 Contractor shall make no claim for additional compensation in the absence of a fully executed Change Order or Owner signed Construction Change Directive.

§7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§8.1 DEFINITIONS

§8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§8.1.2 The date of commencement of the Work is the date established in the Agreement.

§8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§8.2 PROGRESS AND COMPLETION

§8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§8.3 DELAYS AND EXTENSIONS OF TIME

§8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes beyond the Contractor's control, fire, unusual delay in deliveries beyond the Contractor's control, unavoidable casualties beyond the Contractor's control or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay (collectively, an "Excusable Delay"), then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, but only if the Contractor provides to the Owner written notice of such claimed delay or disruption with seven (7) days of the beginning of the event causing the claimed Excusable Delay.

§8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§8.3.4 The Contractor shall furnish sufficient labor forces, materials, equipment, enclosures, and anything else reasonably required for the Work and protection thereof and shall work such hours including additional shifts, overtime, and weekends as may be necessary to insure the prosecution of the Work in order to meet the Substantial Completion Date and in accordance with the current approved construction schedule. Should the Contractor fall behind the current approved construction schedule or is in jeopardy of missing the Substantial Completion Date to the extent due to Contractor's fault, the Contractor shall take all such steps as may be reasonably necessary to improve his progress in order to meet the Substantial Completion Date and current approved construction schedule including but not limited to increasing the number of laborers, shifts, working overtime, and/or working weekends, all without an increase in the Contract Sum.

§8.3.5 Should the Contractor be entitled to an extension of time due to an Excusable Delay, the Contractor shall within three business days of Owner's request provide to Owner the Contractor's additional premium portion of wages and other additional actual costs not included in the Contract Sum to work the requested overtime in lieu of an extension of time, or if it is not possible to make up all of the time then advise the Owner in writing of the time that could be made up. In lieu of granting an extension of time and upon the Owner issuing a written directive to proceed, the Contractor shall promptly implement the overtime and/or additional manpower or shifts. In such a case, Owner shall issue a Change Order to Contractor in accordance with the written directive, and the Contractor

shall only be entitled to recover its substantiated additional premium portion of wages and its other additional costs not included in the Contract Sum to work the requested overtime that is actually incurred by Contractor; provided, however, if the Contractor advised the Owner in writing that only part of the time could be made up then the Change Order shall reflect the partial extension of the Contract Time.

ARTICLE 9 PAYMENTS AND COMPLETION

§9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§9.3 APPLICATIONS FOR PAYMENT

§9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§9.3.1.3 Contractor shall as a condition precedent to the Owner's obligations to issue payment to the Contractor submit to the Architect with each monthly Application for Payment all of the following:

- 1.** Each Application for Payment shall be submitted on AIA Documents G702 and G703 forms executed by the Contractor or such other forms as may be required by the Owner or the Lender and shall sufficiently and accurately detail the value of the completed Work accomplished during the period of time since the previous Application for Payment, shall be fully completed, and shall be properly executed.
- 2.** The Contractor shall provide unconditional partial waivers of lien for itself and its Subcontractors and suppliers in a form acceptable to Owner for the payment of any prior Applications for Payment.
- 3.** In the event of a claim or threatened claim of non-payment by a subcontractor and upon request by the Owner, Contractor shall also provide partial conditional waivers of lien in a form acceptable to the Owner from itself and its Subcontractors and suppliers on the first payment request and each payment request thereafter until the last or final Application for Payment, which will then require final conditional waivers of lien. The final conditional waiver of lien shall include language waiving and releasing the Owner from all liens and claims related to or arising out of the Project upon receipt of final payment and shall be on a form acceptable to the Owner.
- 4.** Upon request by the Owner, the Contractor shall provide (a) copies of any or all subcontracts entered into by the Contractor and the names and addresses of all persons or entities with whom the Contractor has contracted or intends to contract for the construction of the Work; (b) copies of any or all contracts, bills of sale, statements, receipts or other documents under which the Owner may claim title to any materials, fixtures or articles of personal property incorporated or to be incorporated into the Project; and (c) a list of all unpaid bills for labor and materials with respect to construction of the Work and copies of all invoices therefor.

- .5 Any other documentation the Owner may reasonably request relating to or arising out of the Application for Payment or corresponding Work.

§9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§9.4 CERTIFICATES FOR PAYMENT

§9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§9.5 DECISIONS TO WITHHOLD CERTIFICATION

§9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

- 7 repeated failure to carry out the Work in accordance with the Contract Documents; or
- 8 a material breach of the Contract Documents.

§9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§9.6 PROGRESS PAYMENTS

§9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§9.6.4 The Contractor shall submit with each of its Applications for Payment written evidence that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work including but not limited to unconditional partial waivers of lien from Contractor and its Subcontractors and suppliers for prior payments received.

§9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§9.6.8 At the discretion of the Contractor, the retainage shall be held by the Owner or shall be placed in an escrow account with a bank, savings and loan institution, or the state as the escrow agent. The escrow agent shall be selected by mutual agreement between the Owner and the Contractor under a written agreement among the bank or savings and loan institution. The terms of any such escrow agreement shall be in accordance with the requirements of Ind. Code 36-1-12-14.

§9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§9.8 SUBSTANTIAL COMPLETION

§9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and all applicable certificates of occupancies and all other permits, licenses and approvals from all applicable governmental authorities required for occupancy and related to the Work have been received so that the Owner can occupy or utilize the Work for its intended use.

§9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Owner shall, however, have the right to continue to withhold two hundred percent (200%) of the value of defective or uncompleted items ("Punch List Items"). The Contractor shall complete the Punch List Items within thirty days of Substantial Completion of the Work, unless otherwise specifically agreed to by the Owner in writing. The amounts so retained shall be paid on a monthly pro rata basis as the Punch List Items are satisfactorily corrected and/or completed. Owner shall also have the right to withhold payment in the event Contractor has not fully paid its Subcontractors, material suppliers, laborers or others furnishing services.

§9.8.6 Contractor may submit an Application for Payment for retainage less 200% of the value of the Punch List Items, and Owner shall pay such retainage no later than 61 days following substantial completion of the entire Work.

§9.9 PARTIAL OCCUPANCY OR USE

§9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5), other data establishing payment or satisfaction of obligations, such as receipts, releases and final conditional waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) those items identified in Section 9.10.6. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§9.10.4 Intentionally deleted.

(Paragraphs Deleted)

§9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§9.10.6 As a condition precedent to Contractor's entitlement to final payment hereunder, Contractor shall deliver to Architect for its approval, all warranties and guarantees required by the Contract Documents and as-built drawings and manuals assembled, bound and indexed, presenting for the Owner's guidance full details for maintenance and/or operation of all equipment, systems and materials installed in both a hard written copy as well as in electronic format, and all other close-out related documents required by the Contract Documents. Contractor shall also provide written confirmation that all start-up, testing and balancing of systems, equipment and other materials has been successfully completed in accordance with the commissioning requirements set forth in the Contract Documents. In

addition, Contractor shall provide thorough and detailed instructions at the Project site to Owner's personnel with respect to the proper maintenance and/or operation of all equipment, systems and materials. Contractor shall at Tange for technical instructions to be given by qualified representatives of the manufacturers.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and shall be in full compliance with all applicable federal, state, and local safety and health related statutes, rules, and regulations.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss, including but not limited to "OSHA" and "IOSHA" laws, rules, and regulations. The Contractor agrees to defend, hold harmless and indemnify the Owner, the Owner's building corporation, and the Architect against claims, fines, losses and expenses (including attorney's fees) arising out of or resulting in whole or in part from Contractor's failure to comply with the Contract Documents, legal safety requirements or other prudent or reasonable safeguards..

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not

insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 102.9 The Contractor acknowledges that the safety of the Owner's students, staff and visitors is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's students, staff, or visitors. The Contractor shall take all necessary and appropriate steps to preclude access to the construction site by the Owner's students, staff and visitors. Contractor shall be responsible for all safety precautions and requirements related to or arising out of its Work. Any fines generated as a result of Contractor's non-compliance with a local, state, or federal safety regulation shall be the responsibility of Contractor. Any fine issued to the Owner as a result of Contractor's (including its Subcontractors, equipment lessors, suppliers, Sub-subcontractors, and any other person or entity directly or indirectly acting for the Contractor) non-compliance shall be the responsibility of the Contractor and not the Owner.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance from the Contractor and its Subcontractors acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. In addition and per Ind. Code 22-3-2-14, the Contractor shall obtain from the Indiana Workers Compensation Board a certificate that the Contractor has workers compensation insurance for its employees and provide a copy of such certificate to the Owner prior to performing any Work on the Project site.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents for itself and its Subcontractors, to include (1) the Owner, the 2004 Plainfield Community High School Building Corporation, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's

completed operations; and such coverage shall be primary and not as excess or contributing to any other insurance that may be available to Owner, the Owner's building corporation, Architect, or the Architect's consultants.

§ 11.1.5 Professional Liability Insurance: If the Contract Documents applicable to Contractor's Work contain performance specifications that require Contractor to provide design services, Contractor agrees that unless the Contract Documents provide otherwise, Contractor and its design professionals shall maintain professional liability insurance with policy limits of at least \$1,000,000 per claim and in the aggregate.

§ 11.1.6 The insurance requirements set forth will in no way be intended to modify, reduce, or limit the indemnification obligations made by Contractor under the Contract Documents. Any actions, errors or omissions that may invalidate coverage for the Contractor insured shall not invalidate or prohibit coverage available to the insured parties.

§ 11.1.7 Unless otherwise agreed to in writing by the Owner, Contractor shall at a minimum require that its Subcontractors and Sub-Subcontractors maintain workers compensation at the statutory limits and commercial general liability insurance with policy limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate that appropriate umbrella/excess insurance be maintained and that the Owner, the Owner's building corporation, the Architect, and the Architect's consultants be named as additional insureds on such commercial general liability insurance policies. Upon request, the Contractor shall provide certificates of insurance to the Owner from its Subcontractors and Sub-Subcontractors.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and may include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Contractor's tools, equipment and other personal property shall be Contractor's responsibility and are not covered under the Owner's property insurance. In addition, Contractor shall be responsible to insure its own personal property on a replacement cost basis on a Special Causes of Loss form. Any such property insurance procured by the Contractor shall expressly waive any and all rights of subrogation against the Indemnitees.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles with the exception that the Contractor shall pay such deductibles to the extent such claim was caused by the Contractor or its subcontractors, whatever tier, or its suppliers.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Section 11.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, each in the amount of 100 percent of the Contract Sum. Unless otherwise provided, the payment and performance bonds shall be written on AIA Document A312-2010, Performance Bond and Payment Bond. The payment bond shall include the provisions required by Ind. Code 36-1-12-13.1 and Ind. Code 5-32-6-1 and the performance bond shall include the provisions required by Ind. Code 36-1-12-14 and Ind. Code 5-32-6-2. The surety executing these bonds shall appear on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Government Financial Operations, U.S. Department of the Treasury, and shall be licensed to conduct business in the State of Indiana. Contractor shall deliver the required Bonds to the Owner no later than the time of an early release construction package or when the GMP is determined and provided to the Owner. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessarily thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§13.4 RIGHTS AND REMEDIES

§13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§13.4.2 Except as otherwise provided herein, no action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§13.5 TESTS AND INSPECTIONS

§13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with applicable law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, and provided the Owner doesn't remedy any such breach within this seven day notice period, terminate the Contract by written notice and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.1 The Owner may terminate the Contract if the Contractor

- .1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4** otherwise is in material breach of a provision of the Contract Documents.

§14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and

after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and the obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§15.1.5 CLAIMS FOR ADDITIONAL TIME

§15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Only claims which have an adverse effect on the scheduled completion of the Project, defined to cause an increase in the time length of the "critical path" of the Work, will be considered for an increase in the Contract Time.

§15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the critical path of the scheduled construction.

§15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of productivity, labor inefficiencies, and for loss of profit including anticipated profit arising from the Work not performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§15.2 INITIAL DECISION

§15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraph Deleted)

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 If any part of the Contract Documents are later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of the Contract Documents shall not be invalidated and shall be given full force and effect insofar as possible.

§ 16.2 Notwithstanding anything herein to the contrary, pursuant to Ind. Code 36-1-12-15 and Ind. Code 5-16-6-1, the Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall, by reason of race, religion, color, sex, national origin, ancestry or disability, discriminate against any person who is qualified and available to perform the work to which the employment relates; and
2. that neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, ancestry or disability; and
3. that there may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
4. that this Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of this contract provision.

§ 16.3 In accordance with Ind. Code § 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into this Agreement and the cost for any trench safety systems shall be paid for (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated.

§ 16.4 Contractor shall, to the extent applicable, comply with the Owner's criminal history background and child protection index check policy(ies).

§ 16.5 The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to any governmental entities located in Indiana. The Contractor agrees that any payments currently due to the state of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the Owner.

§ 16.6 The Contractor warrants that it has no criminal pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity in Indiana, and agrees that it will immediately notify the Owner of any such actions. During the term of such actions, the Contractor agrees that the Owner may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

§ 16.7 The Contractor affirms that if it is an entity described in Ind. Code § 23, it is properly registered and owes no outstanding reports or amounts to the Indiana Secretary of State or Indiana Department of Revenue.

§ 16.8 The Contractor and any principals of the Contractor certify: (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of: (i) Ind. Code § 24-4.7 [Telephone Solicitation Of Consumers]; (ii) § 24-5-12 [Telephone Solicitations] or (iii) § 24-5-14 [Regulation of Automatic Dialing Machines]; in the previous 365 days, even if § 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of § 24-4.7 for the duration of the Agreement even if § 24-4.7 is preempted by federal

law. The Contractor and any principals of the Contractor certify an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations, (A) has not violated the terms of § 24-4.7 in the previous 365 days, even if § 24-4.7 is preempted by federal law; and (B) will not violate the terms of § 24-4.7 for the duration of the Agreement, even if § 24-4.7 is preempted by federal law.

§ 16.9 The Contractor certifies by entering into this Agreement neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the Owner if any subcontractor becomes debarred or suspended, and shall, at the Owner's request, take all steps required by the Owner to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

§ 16.10 The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace as well as comply with by Executive Order No. 90-5 dated April 12 1990 issued by the Governor of Indiana.

§ 16.11 Pursuant to Indiana civil rights laws and in keeping with the purposes of the federal civil rights laws, the ADEA, and the ADA, the Contractor covenants it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or, any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement but nothing in this paragraph shall be construed to imply or establish an employment relationship between the Owner and any applicant or employee of the Contractor or any subcontractor. The Owner is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

§ 16.12 STEEL PRODUCTS

§ 16.12.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.12.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

§ 16.12.2 As defined in Indiana Code § 5-16-8-1, "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly process, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

G-26 CRIMINAL HISTORY INFORMATION – APPLICANTS AND CONTRACTORS

To help ensure a safe environment and as required by state law, the Plainfield Community School Corporation will obtain for each individual hired for employment that is likely to have direct, ongoing contact with children as a result of the individual's position an expanded criminal history check and an expanded child protection index check. The individual will be responsible for the cost for obtaining the expanded criminal history check and the expanded child protection index check.

For purposes of this policy, "applicant" means any individual who is applying for employment with the school corporation and/or seeking to enter into a contract to provide services to the school corporation and that individual is likely to have direct, ongoing contact with children as a result of the individual's position. The term includes, but is not limited to volunteers, bus drivers, and lay coaches. All volunteers are required to complete a limited background check. All overnight field trips require volunteers to complete an extended background check.

The expanded criminal history check must be obtained by the corporation prior to the individual beginning employment with the school corporation.

The expanded child protection index check process must be started prior to the individual beginning employment with the school corporation and the results must be obtained by the corporation no later than sixty (60) days after the individual's employment begins. If the applicant lived in a state other than Indiana over the age of 18 years, an expanded child protection index must be obtained for every state where the applicant lived.

The school corporation is prohibited from hiring an individual who has been convicted of an offense which requires the revocation of a license under state law, unless the conviction has been reversed, vacated, or set aside on appeal.

School officials must communicate with all of the employment references and the most recent employer (if provided) of the applicant recommended for employment prior to the applicant being hired by the school corporation.

Each individual hired may be questioned about the individual's expanded criminal history check and the expanded child protection index check. Failure to answer honestly any questions related to the expanded criminal history check or the expanded child protection index check may be cause for termination of the applicant.

For any volunteer coach who will be coaching an Indiana High School Athletic Association recognized sport for Grades 9 through 12 the Corporation will obtain an expanded criminal history check on the coach prior to allowing the coach to perform any coaching duties including practices for the Corporation. The applicant will pay the costs for the expanded criminal history check for volunteer coaches.

Any entity which has a contract to provide services to the corporation and whose employees have direct, ongoing contact with children when performing those services for the school, must provide to the corporation limited criminal histories for such employees. The entity and/or the entity's employees are responsible for all costs associated with obtaining the limited criminal histories, expanded criminal history checks, and expanded child protection index checks. An individual who is working for such an entity may also be required to provide the individual's limited criminal history, expanded

criminal history check and an expanded child protection index check to the school corporation upon its request to do so or to provide consent to the school corporation for it to request a limited criminal history, expanded criminal history check and an expanded child protection index check of the individual. This provision also applies to an individual who has a contract to provide services to the Corporation.

Any information obtained from an expanded criminal history check and an expanded child protection index check is confidential and shall not be released or disseminated.

All individuals or entities that have contracts for services with the corporation are required by state law to report convictions of certain crimes enumerated in state law to the corporation. The superintendent or designee is responsible for implementing regulations to notify the individuals, including volunteers, and the entities for contracted services of this duty. In addition to the crimes listed in the state law, the notice shall also include the convictions of the attempted crimes listed in the law.

Legal Reference: I.C. 20-26-5-10
I.C. 20-26-5-10.5
I.C. 20-26-5-11
I.C. 20-28-5-8(c)

SOURCE: Plainfield Community School Corporation
Plainfield, IN

ADOPTED: 09/11/1997

REVISED: 10/09/2003, 11/13/2008, 07/09/2009, 7/9/2015, 7/14/2016, 11/10/2016,
7/13/2017, 5/10/2018, 8/09/2018

I-11 HOMELESS STUDENTS: ENROLLMENT RIGHTS AND SERVICES

To the extent practical and as required by law, the corporation will work with homeless students and their families to provide stability in school attendance and other services. Special attention will be given to ensuring the enrollment and attendance of homeless students not currently attending school. Homeless students will be provided corporation services for which they are eligible, including Head Start, Title I, special education bilingual education, vocational and technical education programs, gifted and talented programs and school nutrition programs.

Homeless students are defined as lacking a fixed, regular and adequate nighttime residence, including:

1. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
2. Living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations;
3. Living in emergency or transitional shelters;
4. Are abandoned in hospitals;
5. Living in public or private places not designed for or ordinarily used as regular sleeping accommodations for human beings;
6. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations or similar settings; or
7. Are migratory children living in conditions described in the previous examples.

An unaccompanied youth is a homeless student who is not in the physical custody of a parent or guardian.

The superintendent shall designate an appropriate staff person to be the corporation's liaison for homeless students and their families.

Homeless students will continue to be enrolled in their school or origin while they remain homeless or until the end of the academic year in which they obtain permanent housing. Instead of remaining in the school of origin, parents or guardians of homeless students may request enrollment in the school in the attendance area the student is actually living. Attendance rights by living in attendance areas, other student assignment or student choice or transfer policies are available to homeless families on the same terms as families who are resident in the school corporation.

If there is an eligibility or enrollment dispute, the student shall be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute. The parent, guardian, or unaccompanied youth shall be informed of the corporation's decision and their appeal rights in writing. The corporation's liaison will carry out the dispute resolution as provided by state rule.

Once the enrollment decision is made, the school shall immediately enroll the student, pursuant to corporation policies. If the student does not have immediate access to immunization records, the student shall be admitted under a personal exception. Students and families should be encouraged to obtain current immunization records or immunizations as soon as possible, and the corporation liaison is to assist in this process. Records from the student's previous school shall be requested from the previous school pursuant to corporation policies. Emergency contact information is required at the time of enrollment consistent with corporation policies.

Homeless students are entitled to transportation to their school of origin or the school where they are to be enrolled. If the school of origin is in a different school corporation, or a homeless student is living in another school corporation but will attend his or her school of origin in this corporation, the two school corporations will coordinate to determine the responsibilities and costs of each corporation to provide the transportation services necessary for the student. If the two school corporations do not agree upon an arrangement, the responsibilities and costs for the transportation services will be shared equally by the two school corporations.

The corporation's liaison for homeless students and their families shall coordinate with local social service agencies that provide services to homeless children and youths and their families; other school corporations on issues of transportation and records transfers; and state and local housing agencies responsible for comprehensive housing affordability strategies **and other duties required by state and federal law**. This coordination includes providing public notice of the education and appeal rights of homeless students in a manner understandable to the homeless students, their parents or guardians, and unaccompanied youth. The notice shall be disseminated in locations frequented by homeless students, their parents or guardians, and unaccompanied youth.

The corporation's liaison will be responsible to review and recommend amendments to corporation policies that may act as barriers to the enrollment of homeless students.

LEGAL REF: 42 U.S.C. 11431 et. Seq.
42 U.S.C. Section 11432 (g)
42 U.S.C. Section 11432a

SOURCE: Plainfield Community School Corporation
Plainfield, IN
ADOPTED: 10/12/06
REVISED: 06/13/19

J-8 TRANSFER STUDENTS

The Board of School Trustees recognizes that a parent of a child must be a legal resident of the Plainfield Community School Corporation in order for the child to attend its schools. The Board recognizes it has the authority to accept transfer students and it is the intent of the Board that all applicable laws in regard to student transfers shall be strictly enforced. A transfer student is one whose legal settlement is not within the boundaries of the Plainfield Community School Corporation.

School Employee Requests

Requests for transfer made by a school employee whose annual salary is at least \$8000 for his or her own child(ren) will be accepted prior to any other requests for student transfer provided there is capacity in the grade level in the building as determined annually by the Board of School Trustees for the school corporation's employee's child(ren). If there is not adequate capacity in a grade level to accept all of the transfer requests, a publicly verifiable random selection process will be conducted in a public meeting of the School Board to determine who will be accepted.

Other Transfer Student Requests

If there is capacity remaining after the acceptance of school corporation employees' transfer requests, parents, guardians, or custodians (who are not school corporation employees) of Indiana students who do not reside in the Plainfield Community School Corporation but who wish to enroll their child in the school corporation may request a transfer and will be considered for enrollment under the following conditions:

1. A student requesting transfer shall complete the Application for Transfer of Non-Resident Student and submit it to the Plainfield Community School Corporation Superintendent's Office prior to May 1st. Transfers will be considered on a yearly basis.
2. The parent, guardian, custodian, or student agrees to provide his/her own transportation to and from the school.
3. Capacity for each grade level in each building as determined annually by the Board of School Trustees will be a consideration as to whether the student will be admitted or a publicly verifiable random selection process will be necessary to determine who will be accepted. The random selection process will take place in a public meeting of the school board when the number of eligible transfer applicants exceeds the capacity of the grade level. When determining capacity space needed for resident students, current transfer students, siblings of such students, and employees' children will be taken into consideration.
4. When applicable, the parents, guardians, or custodians agree to pay the transfer tuition in a timely manner as established by the Superintendent.

Under no circumstances will a transfer student be accepted for athletic reasons.

The building principal and superintendent shall deny a transfer request based on one or more of the following criteria:

1. The student has been suspended or expelled for more than 10 school days in the 12 months preceding the request for transfer.
2. The student was suspended or expelled for possessing a firearm, deadly weapon, or destructive device in the preceding 12 months.
3. The student was suspended or expelled for causing physical injury to a student, school employee, or visitor to the school.
4. The student was suspended or expelled for violating a drug or alcohol rule.
5. The student has a history of unexcused absences and based upon the location of the student's residence, attendance of the student would be a problem if enrolled in the school corporation.

Students transferring to this Corporation from other schools or school corporations shall be placed in those classes or to those grade levels for which their previous educational experiences appear to qualify them. The School Corporation reserves the right to change or modify such placements on the basis of later information, testing, or investigation.

The Superintendent shall develop the operational procedures and forms necessary for the implementation of this policy.

PAYMENT OF TRANSFER TUITION: Transfer students will be charged transfer tuition regardless of the date of enrollment of the transfer student.

Legal Ref: I.C. 20-26-11-2
I.C. 20-26-11-6
I.C. 20-26-11-6.5
I.C. 20-26-11-32

SOURCE: Plainfield Community School
Corporation Plainfield, IN

ADOPTED: Prior to 08/10/66

REVISED: 08/01/72, 06/12/79, 06/14/82, 04/26/90, 12/11/08, 06/11/09,
01/12/12, 08/09/12, 5/2/13, 08/08/13, 10/09/14, 9/10/15, 8/10/2017

G-49 TEACHER APPRECIATION GRANTS

The Plainfield Community School Corporation will distribute its Teacher Appreciation Grant monies received from the Indiana Department of Education to the teachers who meet the following criteria:

1. Employed in the classroom or directly provided education in a virtual classroom setting;
2. Received a Highly Effective or an Effective rating on their most recently completed performance evaluation; and
3. Employed on December 1st of the year the Corporation receives the Teacher Appreciation Grant monies.

The School Corporation will allocate 0% of the total Teacher Appreciation Grant monies received to be used for supplemental awards to those teachers who received a Highly Effective or an Effective rating and who have less than five years of service as a teacher with the School Corporation. The amount of the individual supplemental award to be given to each qualifying teacher will be determined by the superintendent.

The School Corporation will distribute its Teacher Appreciation Grant monies as follows:

1. To All Effective Teachers: A stipend as determined by the superintendent
2. To All Highly Effective Teachers: A stipend in the amount of 25% more than the stipend given to Effective teachers

The School Corporation will distribute the stipends within 20 business days of the distribution date by the Indiana Department of Education of the Teacher Appreciation Grant monies to the School Corporation.

LEGAL REFERENCE: I.C. 20-43-10-3.5

SOURCE: Plainfield Community School Corporation
Plainfield, IN

ADOPTED: 7/13/2017

J-23 STUDENT DISCIPLINE

The Board of School Trustees of the Plainfield Community School Corporation adheres to the beliefs that as teachers and students are brought together so that learning may take place in classrooms, an environment which permits an orderly and efficient operation of the schools must be provided. This environment, most of all, comes through consideration and self-discipline so that individuals do not allow themselves to infringe upon the rights of others as they seek an expression for their own just and legal privileges as members of the school and society.

The entire foundation and success of public school education depends upon the basic concept of self-discipline -- a self-discipline which will allow all individuals to exist in a world of change and with the individual rights afforded them by our federal and state constitutions. Certain standards of student conduct are necessary to assure that students seeking to express their own individual rights do not at the same time infringe upon the rights of others. The responsibility for the development and maintenance of self-discipline falls to the cooperative efforts of students, parents, teachers, administrators, and the community.

The responsibility for the development and enforcement of regulations for the protection of the rights of individuals is delegated by the Board of School Trustees to responsible officials within the school corporation. The purpose of discipline controls is to help create an atmosphere that promotes the best possible learning environment for all those involved in the educational process.

An environment that provides equal opportunity for all and permits the teaching/learning process to proceed in an orderly manner is the objective of all school personnel. School staff members will make extraordinary effort, individually, collectively, and cooperatively, with appropriate available community resources, to help each student gain acceptable self-discipline standards.

Reprimand, probation, detention ~~after school, assignment to Saturday School~~, referral to special personnel in the schools (counselor, assistant principal, principal), parent conference, suspension, and expulsion are courses of action available to school personnel in dealing with the pupils involved in school discipline problems.

SOURCE: Plainfield Community School Corporation
Plainfield, IN

ADOPTED: Prior to 08/10/66

REVISED: 08/01/72, 06/12/79, 05/24/90, 08/10/95, 04/08/10