Board of School Trustees

Monday, April 13, 2026 6:00 PM
FCMS - Auditorium, 625 Grizzly Cub Drive, Franklin, IN 46131

1.	**WATCH MEETING LIVE**	
2.	**CALL THE MEETING TO ORDER**	**Presenter:** Debbie Gill
3.	**RECOGNITION**	**Presenter:** Dr. Clendening & Dr. Worland
4.	**CONSENT AGENDA**	**Presenter:** Debbie Gill
4.A.	Public Comments on any Consent Agenda Item	
4.B.	2026-2027 District Calendar Update	
4.C.	Allowance of Claims and Vouchers	
4.D.	Approve Minutes	
4.E.	Bus Camera Pricing	
4.F.	CBIS & FCHS Boiler Projects	
4.G.	CDW-G Quote Confirmation	
4.H.	Donations	
4.I.	FCHS Roof 2026 Contract	
4.J.	Wall & Roof Repairs	
4.K.	FCS Professional Development Travel	
4.L.	Grant Summary Sheet	
4.M.	Hardscape Improvements - FCMS, FCHS & Needham Elementary	
4.N.	Indiana Online Academy Contract	
4.O.	Overnight / Out of State Trips	
4.P.	Personnel Report	
4.Q.	Policies & Guidelines	
4.R.	Pool Liner - FCHS	
4.S.	Software Renewals	
4.T.	Surplus	
4.U.	Transfinder Proposal	

4.V.	Consent Agenda Vote	
5.	**SUPERINTENDENT REPORTS**	
5.A.	Literacy Celebration	**Presenter:** Dr. Mark Heiden
5.B.	Quarterly Financial Report	**Presenter:** Tina Jobe
6.	**ACTION ITEMS**	
6.A.	Public Comments on any Action Item	
7.	**DISCUSSION**	
7.A.	2027-2028 District School Calendar	**Presenter:** Dr. Worland
7.B.	New Curriculum Resources	
7.C.	Public Comments on Discussion Items	
8.	**BOARD / ADMINISTRATIVE COMMENTS**	
8.A.	Board Comments	
8.B.	Administrative Comments	
9.	**CALENDAR**	
9.A.	Calendar of Events	
10.	**ADJOURNMENT**	

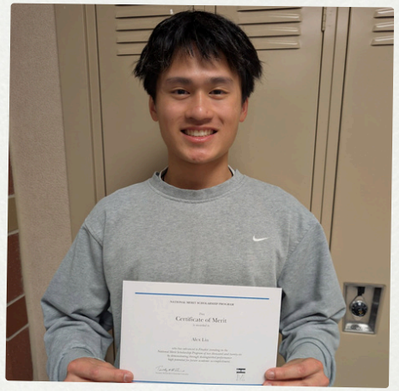
11. **11. I.C. 5-14-9-1**
David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.



ALEX LIN

NATIONAL MERIT SCHOLARSHIP FINALIST





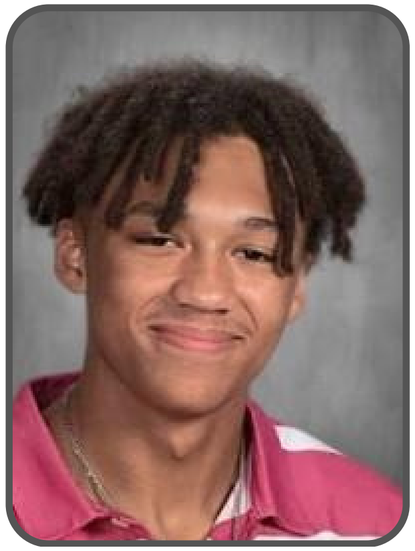




James Plahitko
Precision Machining



Jack McKnight
Criminal Justice



Nathaniel Hoskins
Culinary Arts



Brayden Ammerman
Welding Technology

CENTRAL NINE Career Center

Students of the Month

Congratulations

FCHS BOYS & GIRLS SWIM & DIVE TEAMS



Lucas Ackerman
State Champion
100 Breaststroke



myfcs Academy



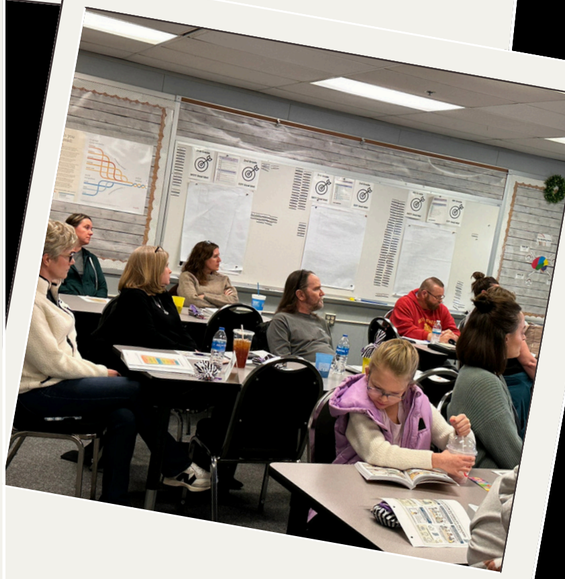












FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

District School Calendar 2026-2027 Updated

July
22-23 - New Teacher Training

August
3-4 - Teacher Work Days
5 - First Student Day

September
7 - Labor Day - No School

October
2 - End of Grading Period
12-16 - Fall Break - No School

November
24 - Fall Sr. Project Day (HS)
25-27 - Thanksgiving Break - No School

December
15, 16, 17, 18 - Semester Finals
18 - Winter Break Begins at Dismissal
21-January 5 - Winter Break - No School

January
5- Teacher Records Day - No School for Students
6 - School Resumes for Students
18 - MLK Day - No School

February
15 - President's Day - No School
16 - Snow Make-Up Day - No School

March
12 - End of Grading Period
25 - Spring Break Begins at Dismissal
26-April 2 - Spring Break - No School

April
5 - School Resumes
23 - Spring Sr. Project Day (HS)
26 - Snow Make-Up Day - No School

May
21, 24, 25, 26 - Semester Finals
26 - Last Day of School
27 - Teacher Records Day & Snow Make-Up Day
27-28 - Snow Make-Up Days
29 - HS Graduation
31 - Memorial Day

June
1-2 - Snow Make-Up Days

COLOR KEY CODE

- NO School
- Teacher Work Days
- Student Days
  - Wednesday - Early Release (K-6)
  - Thursday - Late Arrival (7-12)
- Snow Make-Up Days (No school unless needed)
- eLearning Day (asynchronous)

Three floating eLearning Days (asynchronous) available as needed for inclement weather and other emergencies

The superintendent may convert a a snow make-up day to a school day, provided two weeks' notice is given

July 26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 26

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 27

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 27

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 27

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 27

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

998 Grizzly Cub Drive, Franklin, IN 46131
317-346-8700 | franklinschools.org

Board Approved: 3-10-25

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

APRIL 13, 2026

TINA JOBE
FISCAL OFFICER

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF ____ PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF **$4,178,543.54** DATED THIS 13**th DAY OF APRIL, 2026**.

DEBBIE GILL
PRESIDENT

DAVID YOUNT
VICE PRESIDENT

JENNIFER MANN
SECRETARY

BRETT JONES
MEMBER

BECKY NELSON
MEMBER

2026
APRIL BOARD TOTALS

CLAIM REGISTER SUMMARY							
	CK. NUMBER		WIRE NUMBER AND VOIDS		ACH		
3/12/2026	16772	16779	202600261	202600271	260000211	260000211	$131,972.17
3/12/2026	16780	16780	202600265	202600270			$553,314.57
3/19/2026	16781	16792	202600273	2026000274	260000212	260000213	$208,400.95
3/26/2026	16793	16794					$2,429.89
3/26/2026	16795	16799	202600286	202600321			$128,648.16
3/26/2026			202600313	202600313			$218.66
3/26/2026	16800	16800	202600309	202600314			$550,949.14
3/26/2026	16801	16808	202600264	202600312			$837,227.21
4/2/2026	16809	16810	202600358	202600359			$34,358.40
4/8/2026			202600006	202600354			$142,095.10
4/9/2026	16811	16811	202600361	202600366			$573,304.91
4/9/2026	16812	16817	202600371	202600371	260000214	260000216	$80,166.71
4/13/2026	16818	16874			260000217	260000292	$935,457.67
							$4,178,543.54

Check Nbr	Vendor Name	Check Date	Check Amount
260000211	CONSTELLATION NEW ENERGY	03/12/2026	41,660.17
1	ACH	Check(s) For a Total of	41,660.17

Check Nbr	Vendor Name	Check Date	Check Amount
16772	CENTERPOINT ENERGY	03/12/2026	9,369.16
16773	Vendor Continued Check	03/12/2026	0.00
16774	Vendor Continued Check	03/12/2026	0.00
16775	Vendor Continued Check	03/12/2026	0.00
16776	CITY OF FRANKLIN INDIANA	03/12/2026	13,549.65
16777	DUKE ENERGY	03/12/2026	32,730.22
16778	INDIANA-AMERICAN WATER CO INC.	03/12/2026	1,982.62
16779	WM CORPORATE SERVICES INC.	03/12/2026	210.11

8 Computer Check(s) For a Total of 57,841.76

Check Nbr	Vendor Name	Check Date	Check Amount
202600261	FRANKLIN COMMUNITY SCHOOL CORP	03/12/2026	0.00
202600271	GFS	03/12/2026	32,470.24
	2 Wire Transfer Check(s) For a Total of		32,470.24

0	Manual	Checks For a Total of	0.00
2	Wire Transfer	Checks For a Total of	32,470.24
1	ACH	Checks For a Total of	41,660.17
8	Computer	Checks For a Total of	57,841.76
Total For 11	Manual, Wire Tran, ACH & Computer Checks		131,972.17
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	131,972.17

Check Nbr	Vendor Name	Check Date	Check Amount
16780	IN COLLEGE CHOICE ADVISOR 529	03/12/2026	3,745.00
1	Computer Check(s) For a Total of		3,745.00

Check Nbr	Vendor Name	Check Date	Check Amount
202600265	IND ST TCH RET FUND	03/12/2026	87,932.50
202600266	INTERNAL REVENUE SERVICE	03/12/2026	330,160.18
202600267	PUBLIC EMP RET FUND	03/12/2026	51,201.71
202600269	TOTAL ADMINISTRATIVE SERVICE C	03/12/2026	3,757.62
202600270	AMERICAN TRUST CUSTODY	03/12/2026	76,517.56
	5 Wire Transfer Check(s) For a Total of		549,569.57

0	Manual	Checks For a Total of	0.00
5	Wire Transfer	Checks For a Total of	549,569.57
0	ACH	Checks For a Total of	0.00
1	Computer	Checks For a Total of	3,745.00
Total For 6	Manual, Wire Tran, ACH & Computer Checks		553,314.57
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	553,314.57

Check Nbr	Vendor Name	Check Date	Check Amount
260000212	BRIGHTSPEED	03/19/2026	15.26
260000213	METRONET	03/19/2026	7,619.70

2 ACH Check(s) For a Total of 7,634.96

Check Nbr	Vendor Name	Check Date	Check Amount
16781	BEST WAY DISPOSAL	03/19/2026	1,332.48
16782	FOOD SERVICES	03/19/2026	148,385.15
16783	FRANKLIN COMM SCHOOL CAFE	03/19/2026	50.00
16784	FRANKLIN COMM SCHOOL	03/19/2026	257.66
16785	INDIANA SKYWARD USERS GROUP	03/19/2026	950.00
16786	INDIANA-AMERICAN WATER CO INC.	03/19/2026	4,178.82
16787	PETRO'S CULLIGAN	03/19/2026	138.74
16788	JOHNSON COUNTY REMC	03/19/2026	7,579.88
16789	RUMPKE	03/19/2026	2,882.56
16790	TOTAL ADMINISTRATIVE SERVICE C	03/19/2026	436.02
16791	VERIZON WIRELESS	03/19/2026	2,844.67
16792	WM CORPORATE SERVICES INC.	03/19/2026	597.71

12 Computer Check(s) For a Total of 169,633.69

Check Nbr	Vendor Name	Check Date	Check Amount
202600273	GFS	03/19/2026	31,132.30
202600274	VSP - IN	03/19/2026	0.00

2 Wire Transfer Check(s) For a Total of 31,132.30

	0	Manual	Checks For a Total of	0.00
	2	Wire Transfer	Checks For a Total of	31,132.30
	2	ACH	Checks For a Total of	7,634.96
	12	Computer	Checks For a Total of	169,633.69
Total For	16	Manual, Wire Tran, ACH & Computer Checks		208,400.95
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	208,400.95

Check Nbr	Vendor Name	Check Date	Check Amount
16793	Vendor Continued Check	03/26/2026	0.00
16794	LOWE'S	03/26/2026	2,429.89

2 Computer Check(s) For a Total of 2,429.89

0	Manual	Checks For a Total of	0.00
0	Wire Transfer	Checks For a Total of	0.00
0	ACH	Checks For a Total of	0.00
2	Computer	Checks For a Total of	2,429.89
Total For 2	Manual, Wire Tran, ACH & Computer Checks		2,429.89
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	2,429.89

Check Nbr	Vendor Name	Check Date	Check Amount
16795	BRIDGEFIELD CASUALTY INSURANCE	03/26/2026	18,843.46
16796	DUKE ENERGY	03/26/2026	79,687.12
16797	FRANKLIN COMM SCHOOL	03/26/2026	95.21
16798	INDIANA-AMERICAN WATER CO INC.	03/26/2026	2,640.08
16799	JOHNSON COUNTY REMC	03/26/2026	335.00

5 Computer Check(s) For a Total of 101,600.87

Check Nbr	Vendor Name	Check Date	Check Amount
202600286	FRANKLIN COMMUNITY SCHOOL CORP	03/26/2026	0.00
202600321	GFS	03/26/2026	27,047.29
	2 Wire Transfer Check(s) For a Total of		27,047.29

0	Manual	Checks For a Total of	0.00
2	Wire Transfer	Checks For a Total of	27,047.29
0	ACH	Checks For a Total of	0.00
5	Computer	Checks For a Total of	101,600.87
Total For 7	Manual, Wire Tran, ACH & Computer Checks		128,648.16
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	128,648.16

Check Nbr	Vendor Name	Check Date	Check Amount
202600313	TOTAL ADMINISTRATIVE SERVICE C	03/26/2026	218.66
1	Wire Transfer Check(s) For a Total of		218.66

	0	Manual	Checks For a Total of	0.00
	1	Wire Transfer	Checks For a Total of	218.66
	0	ACH	Checks For a Total of	0.00
	0	Computer	Checks For a Total of	0.00
Total For	1	Manual, Wire Tran, ACH & Computer Checks		218.66
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	218.66

Check Nbr	Vendor Name	Check Date	Check Amount
16800	IN COLLEGE CHOICE ADVISOR 529	03/26/2026	3,780.00
1	Computer Check(s) For a Total of		3,780.00

Check Nbr	Vendor Name	Check Date	Check Amount
202600309	IND ST TCH RET FUND	03/26/2026	87,262.23
202600310	INTERNAL REVENUE SERVICE	03/26/2026	328,045.85
202600311	PUBLIC EMP RET FUND	03/26/2026	51,216.06
202600313	TOTAL ADMINISTRATIVE SERVICE C	03/26/2026	3,757.62
202600314	AMERICAN TRUST CUSTODY	03/26/2026	76,887.38
5	Wire Transfer Check(s) For a Total of		547,169.14

	0	Manual	Checks For a Total of	0.00
	5	Wire Transfer	Checks For a Total of	547,169.14
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	3,780.00
Total For	6	Manual, Wire Tran, ACH & Computer Checks		550,949.14
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	550,949.14

Check Nbr	Vendor Name	Check Date	Check Amount
16801	AMERICAN UNITED LIFE INSURANCE	03/26/2026	7,765.81
16802	CIL - FRANKLIN ED FOUNDATION	03/26/2026	1,477.00
16803	FCSC CUB ACADEMY	03/26/2026	10,808.29
16804	FRANKLIN COMM SCHOOL CORP	03/26/2026	453.02
16805	FRANKLIN COMMUNITY SCHOOL CORP	03/26/2026	268.80
16806	GUARDIAN LIFE INSURANCE	03/26/2026	10,405.42
16807	JOHNSON COUNTY CLERK	03/26/2026	100.00
16808	UNITED WAY OF JOHNSON COUNTY	03/26/2026	1,080.48

8 Computer Check(s) For a Total of 32,358.82

Check Nbr	Vendor Name	Check Date	Check Amount
202600264	IND DEPT OF REVENUE	03/12/2026	66,231.97
202600268	SO CENTRAL IND SCHOOL TRUST	03/12/2026	60,484.95
202600308	IND DEPT OF REVENUE	03/26/2026	64,889.53
202600312	SO CENTRAL IND SCHOOL TRUST	03/26/2026	613,261.94

4 Wire Transfer Check(s) For a Total of 804,868.39

0	Manual	Checks For a Total of	0.00
4	Wire Transfer	Checks For a Total of	804,868.39
0	ACH	Checks For a Total of	0.00
8	Computer	Checks For a Total of	32,358.82
Total For 12	Manual, Wire Tran, ACH & Computer Checks		837,227.21
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	837,227.21

Check Nbr	Vendor Name	Check Date	Check Amount
16809	DUKE ENERGY	04/02/2026	77.45
16810	INDIANA-AMERICAN WATER CO INC.	04/02/2026	24.84

2 Computer Check(s) For a Total of 102.29

Check Nbr	Vendor Name	Check Date	Check Amount
202600358	GFS	04/02/2026	17,608.14
202600359	SO CENTRAL IND SCHOOL TRUST	04/02/2026	16,647.97
	2 Wire Transfer Check(s) For a Total of		34,256.11

0	Manual	Checks For a Total of	0.00
2	Wire Transfer	Checks For a Total of	34,256.11
0	ACH	Checks For a Total of	0.00
2	Computer	Checks For a Total of	102.29
Total For 4	Manual, Wire Tran, ACH & Computer Checks		34,358.40
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	34,358.40

Check Nbr	Vendor Name	Check Date	Check Amount
202600006	BMO ACH PAY	04/08/2026	15,761.45
202600010	IMPERIAL DADE	04/08/2026	8,014.75
202600011	TRACTOR SUPPLY	04/08/2026	64.02
202600012	FIKES FRESH BRANDS LLC.	04/08/2026	8,413.46
202600019	PLUMBERS SUPPLY COMPANY	04/08/2026	869.41
202600029	SYNCHRONY BANK/AMAZON	04/08/2026	30,304.13
202600042	OAK SECURITY GROUP	04/08/2026	2,599.35
202600081	CINTAS CORP	04/08/2026	522.08
202600116	IRISH BROTHERS INC	04/08/2026	1,928.00
202600126	MARK'S VACUUM INC	04/08/2026	190.00
202600167	GREEN ELECTRICAL SUPPLY LLC	04/08/2026	236.04
202600195	SPEAR CORPORATION	04/08/2026	4,740.25
202600204	SIGN SOLUTIONS INC	04/08/2026	60.00
202600246	INTERSTATE BATTERY SYSTEM	04/08/2026	621.98
202600252	JW PEPPER & SONS INC	04/08/2026	596.76
202600253	WAL-MART	04/08/2026	5,888.04
202600254	PRINT WORKS	04/08/2026	560.00
202600255	FERGUSON	04/08/2026	734.78
202600256	JACOBI SALES, INC	04/08/2026	318.09
202600258	BOOM LEARNING	04/08/2026	49.99
202600259	IAPSS	04/08/2026	450.00
202600263	M.A. ROONEY FOUNDATION INC.	04/08/2026	1,100.00
202600272	KOENIG EQUIPMENT INC	04/08/2026	5.98
202600276	FRANKLIN HERITAGE INC	04/08/2026	2,000.00
202600277	STAPLES BUSINESS ADVANTAGE	04/08/2026	87.51
202600278	NATIONAL SCHOOL PUBLIC RELATIO	04/08/2026	64.89
202600279	KROGER LIMITED PARTNERSHIP	04/08/2026	122.23
202600280	OFFICE DEPOT	04/08/2026	2,161.82
202600281	INDIGO INSTRUMENTS	04/08/2026	107.05
202600282	FLOCABULARY	04/08/2026	0.00
202600283	QUILL CORPORATION	04/08/2026	222.94
202600284	GUITAR CENTER INC	04/08/2026	135.00
202600285	JOHNSTONE SUPPLY	04/08/2026	291.75
202600288	INSECT LORE PRODUCTS INC.	04/08/2026	127.89
202600289	CDW COMPUTER	04/08/2026	1,208.97
202600290	SCREENCASTIFY LLC	04/08/2026	140.00
202600291	BRADEN BUSINESS SYSTEMS INC	04/08/2026	154.24
202600292	MEIJER STORES LMTD PARTNERSHIP	04/08/2026	580.39
202600293	OPEN AI LLC	04/08/2026	20.00
202600294	SHOPHOMEMED	04/08/2026	339.30
202600295	CONTINUED.COM LLC	04/08/2026	436.00
202600296	ICASE	04/08/2026	50.00
202600300	GROSH SCENIC RENTALS INC	04/08/2026	4,604.76
202600301	TEYVAH MINISTRIES LLC.	04/08/2026	1,050.00
202600302	SAM'S CLUB DIRECT	04/08/2026	231.59
202600303	SUTTON-GARTEN CO	04/08/2026	93.52
202600304	HOBBY LOBBY	04/08/2026	65.73
202600305	IASP	04/08/2026	219.00
202600306	PAIGE'S MUSIC	04/08/2026	792.14
202600307	C & C SHIRT FACTORY	04/08/2026	1,050.00

Check Nbr	Vendor Name	Check Date	Check Amount
202600315	CHEWY INC.	04/08/2026	153.88
202600316	HILLVIEW VETERINARY CLINIC LLC	04/08/2026	929.66
202600317	SCHOLASTIC INC.	04/08/2026	997.35
202600318	FOLLETT CONTENT SOLUTIONS LLC	04/08/2026	767.02
202600320	RHYTHM X PERFORMANCE ENSEMBLE	04/08/2026	3,750.00
202600322	OFFICE 360	04/08/2026	2,177.13
202600323	SEED WORLD USA	04/08/2026	151.76
202600324	CHICAGO'S PIZZA	04/08/2026	168.43
202600325	JACKS DONUTS OF FRANKLIN	04/08/2026	41.58
202600326	WCEPS	04/08/2026	-1,200.00
202600327	TRAVEL	04/08/2026	1,649.54
202600328	MAIN & MADISON LLC	04/08/2026	262.20
202600329	THE WEBSTAURANT STORE INC	04/08/2026	245.61
202600330	PARTS TOWN, LLC	04/08/2026	105.51
202600331	EDPUZZLE, INC.	04/08/2026	2,356.20
202600332	GREEKS PIZZERIA	04/08/2026	70.40
202600333	SILLY SAFARI SHOWS INC	04/08/2026	400.00
202600334	WAYFAIR LLC.	04/08/2026	1,176.98
202600336	FLINN SCIENTIFIC INC	04/08/2026	118.36
202600337	DEMCO INC	04/08/2026	190.69
202600338	US POST OFFICE	04/08/2026	83.30
202600340	CARQUEST	04/08/2026	1,227.19
202600341	NSBA	04/08/2026	99.00
202600342	GLOWFORGE INC	04/08/2026	239.00
202600343	LOWE'S	04/08/2026	109.78
202600344	COFFEEHOUSE FIVE	04/08/2026	17.37
202600345	RUSH TRUCK CENTERS OF INDIANA	04/08/2026	12,719.21
202600346	WURTH USA INC	04/08/2026	2,777.06
202600347	UNITY SCHOOL BUS PARTS INC	04/08/2026	3,382.45
202600348	LIBERTY FASTCO LLC.	04/08/2026	643.76
202600349	ATLAS PHYSICAL & DRUG TESTING	04/08/2026	520.00
202600350	GENERAL PETROLEUM INC	04/08/2026	3,161.40
202600351	LIGHTNING TWO-WAY RADIO	04/08/2026	753.00
202600352	BUREAU OF MOTOR VEHICLES	04/08/2026	60.00
202600353	INCWEBS INC.	04/08/2026	995.00
202600354	IN ASSOC OF SCHOOL BS OFFCLS	04/08/2026	410.00

86 Wire Transfer Check(s) For a Total of 142,095.10

	0	Manual	Checks For a Total of	0.00
	86	Wire Transfer	Checks For a Total of	142,095.10
	0	ACH	Checks For a Total of	0.00
	0	Computer	Checks For a Total of	0.00
Total For	86	Manual, Wire Tran, ACH & Computer Checks		142,095.10
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	142,095.10

Check Nbr	Vendor Name	Check Date	Check Amount
16811	IN COLLEGE CHOICE ADVISOR 529	04/09/2026	3,710.00
1	Computer Check(s) For a Total of		3,710.00

Check Nbr	Vendor Name	Check Date	Check Amount
202600361	IND ST TCH RET FUND	04/09/2026	93,887.92
202600362	INTERNAL REVENUE SERVICE	04/09/2026	344,099.72
202600363	PUBLIC EMP RET FUND	04/09/2026	50,590.61
202600365	TOTAL ADMINISTRATIVE SERVICE C	04/09/2026	3,777.62
202600366	AMERICAN TRUST CUSTODY	04/09/2026	77,239.04
	5 Wire Transfer Check(s) For a Total of		569,594.91

	0	Manual	Checks For a Total of	0.00
	5	Wire Transfer	Checks For a Total of	569,594.91
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	3,710.00
Total For	6	Manual, Wire Tran, ACH & Computer Checks		573,304.91
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	573,304.91

Check Nbr	Vendor Name	Check Date	Check Amount
260000214	BRIGHTSPEED	04/09/2026	15.26
260000215	CONSTELLATION NEW ENERGY	04/09/2026	25,121.97
260000216	METRONET	04/09/2026	7,619.70

3 ACH Check(s) For a Total of 32,756.93

Check Nbr	Vendor Name	Check Date	Check Amount
16812	BARGERSVILLE UTILITIES	04/09/2026	310.43
16813	Vendor Continued Check	04/09/2026	0.00
16814	CENTERPOINT ENERGY	04/09/2026	3,755.58
16815	DUKE ENERGY	04/09/2026	30,235.36
16816	INDIANA-AMERICAN WATER CO INC.	04/09/2026	2,249.21
16817	PETRO'S CULLIGAN	04/09/2026	86.24

6 Computer Check(s) For a Total of 36,636.82

Check Nbr	Vendor Name	Check Date	Check Amount
202600371	GFS	04/09/2026	10,772.96
1	Wire Transfer Check(s) For a Total of		10,772.96

0	Manual	Checks For a Total of	0.00
1	Wire Transfer	Checks For a Total of	10,772.96
3	ACH	Checks For a Total of	32,756.93
6	Computer	Checks For a Total of	36,636.82
Total For 10	Manual, Wire Tran, ACH & Computer Checks		80,166.71
Less 0	Voided	Checks For a Total of	0.00
		Net Amount	80,166.71

Check Nbr	Vendor Name	Check Date	Check Amount
260000217	A.E. BOYCE COMPANY INC.	04/13/2026	454.02
260000218	ACORN DISTRIBUTORS INC.	04/13/2026	3,086.01
260000219	BERTEL, AMY R	04/13/2026	81.98
260000220	BOTKIN, TAI MARIE	04/13/2026	129.70
260000221	BUERGELIN, CHELSEA R	04/13/2026	14.57
260000222	CDW COMPUTER	04/13/2026	71,236.35
260000223	CHURCH CHURCH HITTLE & ANTRIM	04/13/2026	292.50
260000224	CHURCH, MARIA E	04/13/2026	43.57
260000225	CINCY SPEECH AND LANGUAGE SERV	04/13/2026	5,350.00
260000226	CINTAS CORP	04/13/2026	650.98
260000227	COLLEGE BOARD	04/13/2026	5,595.98
260000228	COMMERCIAL FOOD SYSTEMS INC	04/13/2026	3,646.82
260000229	CREATING CONFIDENT COMMUNICATO	04/13/2026	13,925.00
260000230	CURRY, AMBER L	04/13/2026	98.67
260000231	DELL MARKETING LP	04/13/2026	9,486.54
260000232	DRAKE, JAVIN C	04/13/2026	418.77
260000233	EPIC INSURANCE MIDWEST	04/13/2026	1,186.50
260000234	EVERDRIVEN TECHNOLOGIES LLC	04/13/2026	4,836.55
260000235	FIRST CLASS ELEVATORS	04/13/2026	3,202.50
260000236	FOOTWEAR SUPPLY	04/13/2026	100.00
260000237	FRANKLIN COMMUNITY HIGH SCHOOL	04/13/2026	10,563.35
260000238	GRECO, AMBER	04/13/2026	61.28
260000239	HALL, MARIE A	04/13/2026	71.56
260000240	HILL JR, CHARLES R	04/13/2026	406.79
260000241	INDIANA TESTING	04/13/2026	85.00
260000242	INTERSTATE BATTERY SYSTEM	04/13/2026	542.75
260000243	JACKSON, TAMARA E	04/13/2026	98.00
260000244	JOHNSON CONTROLS	04/13/2026	878.64
260000245	JOHNSTONE SUPPLY	04/13/2026	2,413.14
260000246	KLOSTERMAN'S BAKING	04/13/2026	3,704.39
260000247	KORRECK, ANDREA G	04/13/2026	75.00
260000248	LEE, TARA M	04/13/2026	36.00
260000249	LIMBACH, CHLOE A	04/13/2026	31.92
260000250	LOCKE DE-ICING SOLUTIONS LLC	04/13/2026	1,908.20
260000251	LOWE, MALESEA F	04/13/2026	37.34
260000252	LUMBERT, CHRISTANA M	04/13/2026	23.49
260000253	LUNA LANGUAGE SERVICES	04/13/2026	733.95
260000254	MACALLISTER MACHINERY CO INC	04/13/2026	928.32
260000255	MCCLAIN, NICHOLAS C	04/13/2026	20.88
260000256	MCKITRICK, LYNDSAY E	04/13/2026	59.16
260000257	MIDWEST TRANSIT EQUIPMENT OF I	04/13/2026	641.16
260000258	MINDFUL GROWTH LLC	04/13/2026	12,121.84
260000259	NBJ SECURITY LLC	04/13/2026	2,360.00
260000260	NULL EDUCATION SERVICES LLC	04/13/2026	36,280.00
260000261	PASSIVE SECURITY SOLUTIONS LLC	04/13/2026	75.00
260000262	BOTTLING GROUP LLC	04/13/2026	1,324.32
260000263	Vendor Continued Check	04/13/2026	0.00
260000264	PIAZZA PRODUCE	04/13/2026	30,416.14
260000265	Vendor Continued Check	04/13/2026	0.00
260000266	PRAIRIE FARMS DAIRY	04/13/2026	16,231.07

Check Nbr	Vendor Name	Check Date	Check Amount
260000267	Vendor Continued Check	04/13/2026	0.00
260000268	PREMIER AG CO-OP INC	04/13/2026	11,323.61
260000269	QUILL CORPORATION	04/13/2026	71.77
260000270	RECEIVABLES MANAGEMENT PARTNER	04/13/2026	1,014.71
260000271	RIPPERGER, JAMIE A	04/13/2026	50.14
260000272	S & P GLOBAL RATINGS	04/13/2026	17,052.00
260000273	SCHMIDT ASSOCIATES INC	04/13/2026	34,349.00
260000274	SCHNEIDER, TAMARA C	04/13/2026	35.41
260000275	SCHOOL HEALTH CORPORATION	04/13/2026	1,670.64
260000276	SEALS, JENNIFER M	04/13/2026	132.16
260000277	SHARP GRAPHICS	04/13/2026	275.00
260000278	SOLIANT HEALTH LLC	04/13/2026	9,975.00
260000279	SOUTHARD, RACHEL A	04/13/2026	9.28
260000280	SPARKS, RANDILYNN N	04/13/2026	33.28
260000281	SPOTLIGHT STRATEGIES	04/13/2026	2,957.22
260000282	SUDDUTH, MEREDITH C	04/13/2026	37.20
260000283	SWIGERT, MICHAEL R	04/13/2026	142.97
260000284	SYNOVIA SOLUTIONS LLC	04/13/2026	2,740.02
260000285	THE STEPPING STONES GROUP LLC	04/13/2026	4,498.20
260000286	TISDALE, BIANCA I	04/13/2026	28.26
260000287	TORRANCE & SONS LLC	04/13/2026	1,405.00
260000288	US SIGNAL COMPANY LLC	04/13/2026	4,381.91
260000289	WILLIAMS, BELINDA S	04/13/2026	35.89
260000290	WORLAND, BROOKE A	04/13/2026	190.10
260000291	WORLAND, MATHEW D	04/13/2026	68.30
260000292	ZOOK, RANDALL COLE	04/13/2026	229.67

76 ACH Check(s) For a Total of 338,672.44

Check Nbr	Vendor Name	Check Date	Check Amount
16818	ACCESS JOHNSON COUNTY	04/13/2026	666.00
16819	BAJGORIC, KENAN	04/13/2026	7.10
16820	BEHAVIOR MAPPING LLC	04/13/2026	650.00
16821	BEST-ONE OF INDY	04/13/2026	9,922.89
16822	BMI	04/13/2026	854.91
16823	BRADEN BUSINESS SYSTEMS INC	04/13/2026	15,680.39
16824	BRIDGING THE BLIND GAP	04/13/2026	387.50
16825	BUCKEYE POWER	04/13/2026	3,850.00
16826	BUCKEYE CLEANING CENTER	04/13/2026	4,462.92
16827	CAROLINA BIOLOGICAL SUPPLY CO	04/13/2026	1,715.09
16828	CENTRAL NINE CAREER CENTER	04/13/2026	393,935.46
16829	CENTRAL RESTAURANT PRODUCTS	04/13/2026	476.12
16830	CHRYSLER, FLETCHER	04/13/2026	466.58
16831	CRYSTAL GRAPHICS INC	04/13/2026	200.00
16832	CUB ACADEMY	04/13/2026	4,740.00
16833	DAILY JOURNAL	04/13/2026	139.47
16834	ELLIS MECHANICAL INC	04/13/2026	2,765.48
16835	ELSNER, TARA	04/13/2026	1,763.20
16836	FCHS BAND	04/13/2026	1,390.00
16837	FLEET PRIDE	04/13/2026	646.95
16838	FOOD SERVICES	04/13/2026	1,587.09
16839	FRANKLIN APPLIED BEHAVIOR SERV	04/13/2026	11,031.00
16840	FULL COMPASS SYSTEMS	04/13/2026	494.95
16841	ASSETWORKS RISK MANAGEMENT INC	04/13/2026	2,875.83
16842	GOLD MEDAL INDIANAPOLIS ML80	04/13/2026	677.70
16843	HOBART CORPORATION	04/13/2026	1,799.10
16844	HOOSIER HOSPITALITY CONSULTING	04/13/2026	312.00
16845	IASP	04/13/2026	25.00
16846	IN STATE SCHOOL MUSIC ASSOC	04/13/2026	875.00
16847	JLA EXCAVATING LLC.	04/13/2026	1,140.00
16848	JOSTENS INC	04/13/2026	856.30
16849	KERLIN BUS SALES & LEASING INC	04/13/2026	12,581.59
16850	J P HILGE LLC	04/13/2026	350.00
16851	LIGHTNING TWO-WAY RADIO	04/13/2026	2,098.50
16852	MEGAN'S GROOM ROOM	04/13/2026	175.00
16853	MELISSA DUBIE CONSULTING LLC	04/13/2026	1,200.00
16854	Vendor Continued Check	04/13/2026	0.00
16855	CORDS COMMERCIAL ENT.	04/13/2026	4,084.31
16856	NETWORK SOLUTIONS INC.	04/13/2026	18,054.90
16857	OTTO'S PARKING MARKING	04/13/2026	30.00
16858	POE HAMPS LLC	04/13/2026	1,500.00
16859	PREMIER OUTDOOR POWER EQUIPMEN	04/13/2026	28.29
16860	PRIMARY GROUNDS	04/13/2026	4,660.00
16861	REESE CENTRAL WHOLESALE INC	04/13/2026	180.58
16862	SCHOOL SPECIALTY LLC.	04/13/2026	292.04
16863	SMART SYSTEMS	04/13/2026	100.09
16864	Vendor Continued Check	04/13/2026	0.00
16865	SOUTHSIDE SPECIAL SERVICES OF	04/13/2026	48,900.00
16866	ST ROSE OF LIMA SCHOOL	04/13/2026	3,100.00
16867	STERICYCLE INC	04/13/2026	142.90

Check Nbr	Vendor Name	Check Date	Check Amount
16868	TIPPY TOES SCHOOL OF DANCE	04/13/2026	5,466.00
16869	TOOLS FOR SUCCESS LLC	04/13/2026	8,199.00
16870	TRANSFINDER	04/13/2026	14,828.00
16871	VANCO COMMERCIAL SERVICE	04/13/2026	375.00
16872	WEBB ELEMENTARY	04/13/2026	145.00
16873	WHEATON CHRISTIAN GRAMMAR SCHO	04/13/2026	2,000.00
16874	YOUNG AND YOUNG	04/13/2026	1,900.00

57 Computer Check(s) For a Total of 596,785.23

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	76	ACH	Checks For a Total of	338,672.44
	57	Computer	Checks For a Total of	596,785.23
Total For	133	Manual, Wire Tran, ACH & Computer Checks		935,457.67
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	935,457.67

ALLOWANCE OF CLAIMS

I hereby certify that each of the listed claims and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

APRIL 13, 2026

Tina Jobe, Fiscal Officer

We have examined the claims on the foregoing register of claims, consisting of pages, and except for claims not allowed as shown on the register such claims are hereby allowed in the total amount of $ 2,398,062.60. Dated this 13th day of April, 2026.

President

Vice President

Secretary

Member

Member

Approved by the state board of accounts November 1996 for: Franklin Community School Corporation.

Check Date 03/26/2026

F U N D / O B J E C T S U M M A R Y

FUND	OBJECT	DESCRIPTION	AMOUNT
0101	1100	CERTIFIED SALARIES	822,116.90
	1200	NONCERTIFIED SALARIES	198,767.43
	1300	TEMPORARY SALARIES	29,427.21
	1401	NON-CERT OVERTIME SALARIES	623.57
	1420	ADDITIONAL COMPENSATION	5,935.50
	2110	SOCIAL SECURITY	61,398.06
	2115	MEDICARE	14,359.26
	2140	PUBLIC EMPLOYEES RETIREMENT FU	12,494.09
	2150	TEACHERS RETIREMENT	840.27
	2160	TEACHERS RETIREMENT	79,981.00
	2190	DENTAL INSURANCE	12,734.72
	2200	VISION INSURANCE	2,507.33
	2210	LIFE INSURANCE	1,943.48
	2220	MEDICAL INSURANCE	359,746.58
	2410	LOCAL RETIREMENT CONTRIBUTIONS	25,703.13
	2421	VEBA CONTRIBUTIONS	218.66
	2430	LONG TERM DISABILITY INSURANCE	5,501.03
	2760	CUB ACADEMY TUITION BENEFIT	10,808.29
		Fund 0101 Total	1,645,106.51
0160	1200	NONCERTIFIED SALARIES	107,552.29
	1401	NON-CERT OVERTIME SALARIES	904.49
	1420	ADDITIONAL COMPENSATION	864.96
	2110	SOCIAL SECURITY	6,468.99
	2115	MEDICARE	1,512.89
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,689.37
	2190	DENTAL INSURANCE	1,922.50
	2200	VISION INSURANCE	314.63
	2210	LIFE INSURANCE	146.30
	2220	MEDICAL INSURANCE	51,730.05
	2410	LOCAL RETIREMENT CONTRIBUTIONS	167.14
	2430	LONG TERM DISABILITY INSURANCE	565.78

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 0160 Total	183,839.39
0300	1100	CERTIFIED SALARIES	13,521.04
	1200	NONCERTIFIED SALARIES	157,716.15
	1300	TEMPORARY SALARIES	1,983.24
	1401	NON-CERT OVERTIME SALARIES	32,575.52
	1420	ADDITIONAL COMPENSATION	625.96
	2110	SOCIAL SECURITY	12,084.01
	2115	MEDICARE	2,826.11
	2140	PUBLIC EMPLOYEES RETIREMENT FU	10,091.06
	2150	TEACHERS RETIREMENT	234.00
	2160	TEACHERS RETIREMENT	1,156.35
	2190	DENTAL INSURANCE	2,763.75
	2200	VISION INSURANCE	456.32
	2210	LIFE INSURANCE	176.28
	2220	MEDICAL INSURANCE	70,909.82
	2410	LOCAL RETIREMENT CONTRIBUTIONS	2,035.38
	2430	LONG TERM DISABILITY INSURANCE	549.36
		Fund 0300 Total	309,704.35
0800	1200	NONCERTIFIED SALARIES	58,486.43
	2110	SOCIAL SECURITY	3,523.55
	2115	MEDICARE	824.07
	2140	PUBLIC EMPLOYEES RETIREMENT FU	2,320.32
	2190	DENTAL INSURANCE	505.00
	2200	VISION INSURANCE	76.14
	2210	LIFE INSURANCE	30.25
	2220	MEDICAL INSURANCE	10,389.90
	2410	LOCAL RETIREMENT CONTRIBUTIONS	167.16
	2430	LONG TERM DISABILITY INSURANCE	29.47
		Fund 0800 Total	76,352.29
1300	1100	CERTIFIED SALARIES	4,270.41
	1200	NONCERTIFIED SALARIES	3,234.17

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
	2110	SOCIAL SECURITY	439.84
	2115	MEDICARE	102.86
	2140	PUBLIC EMPLOYEES RETIREMENT FU	362.23
	2160	TEACHERS RETIREMENT	431.31
	2190	DENTAL INSURANCE	101.53
	2200	VISION INSURANCE	18.31
	2210	LIFE INSURANCE	12.37
	2220	MEDICAL INSURANCE	3,689.39
	2410	LOCAL RETIREMENT CONTRIBUTIONS	128.12
	2430	LONG TERM DISABILITY INSURANCE	41.99
		Fund 1300 Total	12,832.53
1720	1100	CERTIFIED SALARIES	2,312.48
	1200	NONCERTIFIED SALARIES	23,195.30
	1300	TEMPORARY SALARIES	1,032.09
	2110	SOCIAL SECURITY	1,613.01
	2115	MEDICARE	377.24
	2140	PUBLIC EMPLOYEES RETIREMENT FU	1,501.87
	2160	TEACHERS RETIREMENT	233.56
	2190	DENTAL INSURANCE	238.00
	2200	VISION INSURANCE	38.16
	2210	LIFE INSURANCE	17.33
	2220	MEDICAL INSURANCE	5,633.27
	2410	LOCAL RETIREMENT CONTRIBUTIONS	115.63
	2430	LONG TERM DISABILITY INSURANCE	69.44
		Fund 1720 Total	36,377.38
1780	1200	NONCERTIFIED SALARIES	87.84
	2110	SOCIAL SECURITY	5.45
	2115	MEDICARE	1.27
		Fund 1780 Total	94.56
2040	1420	ADDITIONAL COMPENSATION	55.50

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
	2110	SOCIAL SECURITY	3.10
	2115	MEDICARE	0.72
		Fund 2040 Total	59.32
2088	1300	TEMPORARY SALARIES	2,743.02
	2110	SOCIAL SECURITY	170.07
	2115	MEDICARE	39.78
		Fund 2088 Total	2,952.87
2500	1200	NONCERTIFIED SALARIES	2,958.41
	1201	NON-CERTIFIED SALARY	4,642.83
	1401	NON-CERT OVERTIME SALARIES	1,010.81
	2110	SOCIAL SECURITY	517.21
	2115	MEDICARE	120.95
	2140	PUBLIC EMPLOYEES RETIREMENT FU	444.55
	2190	DENTAL INSURANCE	53.00
	2200	VISION INSURANCE	8.67
	2210	LIFE INSURANCE	3.30
	2220	MEDICAL INSURANCE	2,003.22
	2430	LONG TERM DISABILITY INSURANCE	19.23
		Fund 2500 Total	11,782.18
2710	2110	SOCIAL SECURITY	27.41
	2115	MEDICARE	6.41
	2140	PUBLIC EMPLOYEES RETIREMENT FU	63.76
	2750	OTHER EMPLOYEE BENEFITS	449.00
		Fund 2710 Total	546.58
3250	1200	NONCERTIFIED SALARIES	4,058.11
	2110	SOCIAL SECURITY	251.61
	2115	MEDICARE	58.84
	2160	TEACHERS RETIREMENT	87.47

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 3250 Total	4,456.03
3270	1200	NONCERTIFIED SALARIES	2,454.82
	2110	SOCIAL SECURITY	142.96
	2115	MEDICARE	33.44
	2140	PUBLIC EMPLOYEES RETIREMENT FU	274.94
	2190	DENTAL INSURANCE	42.50
	2200	VISION INSURANCE	7.43
	2210	LIFE INSURANCE	2.20
	2220	MEDICAL INSURANCE	1,033.29
	2430	LONG TERM DISABILITY INSURANCE	15.96
		Fund 3270 Total	4,007.54
4137	1100	CERTIFIED SALARIES	14,344.50
	1200	NONCERTIFIED SALARIES	7,808.74
	1300	TEMPORARY SALARIES	1,477.80
	2110	SOCIAL SECURITY	1,377.02
	2115	MEDICARE	322.04
	2140	PUBLIC EMPLOYEES RETIREMENT FU	543.71
	2160	TEACHERS RETIREMENT	1,448.82
		Fund 4137 Total	27,322.63
5113	1200	NONCERTIFIED SALARIES	1,747.20
	2110	SOCIAL SECURITY	100.89
	2115	MEDICARE	23.59
	2140	PUBLIC EMPLOYEES RETIREMENT FU	195.69
	2190	DENTAL INSURANCE	52.00
	2200	VISION INSURANCE	6.09
	2210	LIFE INSURANCE	3.30
	2220	MEDICAL INSURANCE	1,422.90
	2430	LONG TERM DISABILITY INSURANCE	11.40
		Fund 5113 Total	3,563.06

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
5202	1300	TEMPORARY SALARIES	200.00
	2110	SOCIAL SECURITY	12.40
	2115	MEDICARE	2.90
		Fund 5202 Total	215.30
5203	1100	CERTIFIED SALARIES	25,738.46
	1200	NONCERTIFIED SALARIES	7,864.68
	2110	SOCIAL SECURITY	1,950.55
	2115	MEDICARE	456.16
	2140	PUBLIC EMPLOYEES RETIREMENT FU	880.84
	2160	TEACHERS RETIREMENT	2,325.97
	2190	DENTAL INSURANCE	379.45
	2200	VISION INSURANCE	89.92
	2210	LIFE INSURANCE	64.42
	2220	MEDICAL INSURANCE	12,547.00
	2410	LOCAL RETIREMENT CONTRIBUTIONS	690.90
	2430	LONG TERM DISABILITY INSURANCE	196.85
		Fund 5203 Total	53,185.20
5401	1100	CERTIFIED SALARIES	963.21
	2110	SOCIAL SECURITY	56.74
	2115	MEDICARE	13.27
	2160	TEACHERS RETIREMENT	97.29
	2190	DENTAL INSURANCE	14.55
	2200	VISION INSURANCE	2.99
	2210	LIFE INSURANCE	2.67
	2220	MEDICAL INSURANCE	310.98
	2410	LOCAL RETIREMENT CONTRIBUTIONS	28.89
		Fund 5401 Total	1,490.59
5824	1100	CERTIFIED SALARIES	797.10
	2110	SOCIAL SECURITY	44.09
	2115	MEDICARE	10.31

Check Date 03/26/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
	2160	TEACHERS RETIREMENT	80.50
		Fund 5824 Total	932.00
5825	1300	TEMPORARY SALARIES	1,398.88
	2110	SOCIAL SECURITY	86.73
	2115	MEDICARE	20.28
		Fund 5825 Total	1,505.89
6460	1200	NONCERTIFIED SALARIES	13,453.60
	1300	TEMPORARY SALARIES	180.00
	1401	NON-CERT OVERTIME SALARIES	46.22
	2110	SOCIAL SECURITY	844.70
	2115	MEDICARE	197.57
	2140	PUBLIC EMPLOYEES RETIREMENT FU	782.91
	2190	DENTAL INSURANCE	116.00
	2200	VISION INSURANCE	18.43
	2210	LIFE INSURANCE	6.60
	2220	MEDICAL INSURANCE	2,046.70
	2430	LONG TERM DISABILITY INSURANCE	13.54
		Fund 6460 Total	17,706.27
6849	1100	CERTIFIED SALARIES	3,422.61
	2110	SOCIAL SECURITY	212.20
	2115	MEDICARE	49.63
	2160	TEACHERS RETIREMENT	345.69
		Fund 6849 Total	4,030.13
		Summary total	2,398,062.60

O B J E C T S U M M A R Y

OBJECT	DESCRIPTION	AMOUNT

Check Date 03/26/2026

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFIED SALARIES	887,486.71
1200	NONCERTIFIED SALARIES	589,385.17
1201	NON-CERTIFIED SALARY	4,642.83
1300	TEMPORARY SALARIES	38,442.24
1401	NON-CERT OVERTIME SALARIES	35,160.61
1420	ADDITIONAL COMPENSATION	7,481.92
2110	SOCIAL SECURITY	91,330.59
2115	MEDICARE	21,359.59
2140	PUBLIC EMPLOYEES RETIREMENT FU	41,645.34
2150	TEACHERS RETIREMENT	1,074.27
2160	TEACHERS RETIREMENT	86,187.96
2190	DENTAL INSURANCE	18,923.00
2200	VISION INSURANCE	3,544.42
2210	LIFE INSURANCE	2,408.50
2220	MEDICAL INSURANCE	521,463.10
2410	LOCAL RETIREMENT CONTRIBUTIONS	29,036.35
2421	VEBA CONTRIBUTIONS	218.66
2430	LONG TERM DISABILITY INSURANCE	7,014.05
2750	OTHER EMPLOYEE BENEFITS	449.00
2760	CUB ACADEMY TUITION BENEFIT	10,808.29
	Summary total	2,398,062.60

********** End of report **********

ALLOWANCE OF CLAIMS

I hereby certify that each of the listed claims and the invoices, or bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6.

APRIL 13, 2026

Tina Jobe, Fiscal Officer

We have examined the claims on the foregoing register of claims, consisting of pages, and except for claims not allowed as shown on the register such claims are hereby allowed in the total amount of $ 1,866,245.33. Dated this 13th day of April, 2026.

President

Vice President

Secretary

Member

Member

Approved by the state board of accounts November 1996 for: Franklin Community School Corporation.

Check Date 03/12/2026

F U N D / O B J E C T S U M M A R Y

FUND	OBJECT	DESCRIPTION	AMOUNT
0101	1100	CERTIFIED SALARIES	812,959.10
	1200	NONCERTIFIED SALARIES	193,082.43
	1300	TEMPORARY SALARIES	60,448.95
	1401	NON-CERT OVERTIME SALARIES	298.02
	1420	ADDITIONAL COMPENSATION	22,297.50
	2110	SOCIAL SECURITY	63,370.69
	2115	MEDICARE	14,820.63
	2140	PUBLIC EMPLOYEES RETIREMENT FU	12,028.84
	2150	TEACHERS RETIREMENT	838.77
	2160	TEACHERS RETIREMENT	80,740.24
	2410	LOCAL RETIREMENT CONTRIBUTIONS	25,433.31
		Fund 0101 Total	1,286,318.48
0160	1200	NONCERTIFIED SALARIES	110,253.73
	1401	NON-CERT OVERTIME SALARIES	486.28
	2110	SOCIAL SECURITY	6,562.19
	2115	MEDICARE	1,534.70
	2140	PUBLIC EMPLOYEES RETIREMENT FU	11,851.03
	2410	LOCAL RETIREMENT CONTRIBUTIONS	167.14
		Fund 0160 Total	130,855.07
0300	1100	CERTIFIED SALARIES	13,521.04
	1200	NONCERTIFIED SALARIES	155,379.19
	1250	TERMINAL LEAVE	4,645.00
	1300	TEMPORARY SALARIES	2,558.24
	1401	NON-CERT OVERTIME SALARIES	29,495.87
	2110	SOCIAL SECURITY	12,041.59
	2115	MEDICARE	2,816.22
	2140	PUBLIC EMPLOYEES RETIREMENT FU	10,206.21
	2150	TEACHERS RETIREMENT	234.00
	2160	TEACHERS RETIREMENT	1,156.35
	2410	LOCAL RETIREMENT CONTRIBUTIONS	2,035.38

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FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 0300 Total	234,089.09
0800	1200	NONCERTIFIED SALARIES	55,381.73
	2110	SOCIAL SECURITY	3,327.04
	2115	MEDICARE	778.13
	2140	PUBLIC EMPLOYEES RETIREMENT FU	2,159.87
	2410	LOCAL RETIREMENT CONTRIBUTIONS	167.16
		Fund 0800 Total	61,813.93
1300	1100	CERTIFIED SALARIES	4,270.41
	1200	NONCERTIFIED SALARIES	3,234.17
	2110	SOCIAL SECURITY	439.84
	2115	MEDICARE	102.86
	2140	PUBLIC EMPLOYEES RETIREMENT FU	362.23
	2160	TEACHERS RETIREMENT	431.31
	2410	LOCAL RETIREMENT CONTRIBUTIONS	128.12
		Fund 1300 Total	8,968.94
1720	1100	CERTIFIED SALARIES	2,312.48
	1200	NONCERTIFIED SALARIES	21,661.88
	1300	TEMPORARY SALARIES	963.89
	2110	SOCIAL SECURITY	1,513.07
	2115	MEDICARE	353.86
	2140	PUBLIC EMPLOYEES RETIREMENT FU	1,437.51
	2160	TEACHERS RETIREMENT	233.56
	2410	LOCAL RETIREMENT CONTRIBUTIONS	115.63
		Fund 1720 Total	28,591.88
1745	1420	ADDITIONAL COMPENSATION	1,500.00
	2110	SOCIAL SECURITY	82.54
	2115	MEDICARE	19.30
	2140	PUBLIC EMPLOYEES RETIREMENT FU	183.00

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FUND	OBJECT	DESCRIPTION	AMOUNT
		Fund 1745 Total	1,784.84
1780	1200	NONCERTIFIED SALARIES	375.91
	2110	SOCIAL SECURITY	23.31
	2115	MEDICARE	5.45
		Fund 1780 Total	404.67
2088	1300	TEMPORARY SALARIES	2,568.42
	2110	SOCIAL SECURITY	159.24
	2115	MEDICARE	37.25
		Fund 2088 Total	2,764.91
2500	1200	NONCERTIFIED SALARIES	2,958.41
	1201	NON-CERTIFIED SALARY	4,927.80
	1401	NON-CERT OVERTIME SALARIES	3,280.88
	2110	SOCIAL SECURITY	670.29
	2115	MEDICARE	156.77
	2140	PUBLIC EMPLOYEES RETIREMENT FU	664.05
		Fund 2500 Total	12,658.20
2710	2110	SOCIAL SECURITY	25.29
	2115	MEDICARE	5.91
	2140	PUBLIC EMPLOYEES RETIREMENT FU	17.04
	2750	OTHER EMPLOYEE BENEFITS	414.00
		Fund 2710 Total	462.24
3250	1200	NONCERTIFIED SALARIES	3,450.63
	2110	SOCIAL SECURITY	213.94
	2115	MEDICARE	50.03
		Fund 3250 Total	3,714.60

Check Date 03/12/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
3270	1200	NONCERTIFIED SALARIES	2,454.82
	2110	SOCIAL SECURITY	144.40
	2115	MEDICARE	33.77
	2140	PUBLIC EMPLOYEES RETIREMENT FU	274.94
		Fund 3270 Total	2,907.93
3780	1420	ADDITIONAL COMPENSATION	625.00
	2110	SOCIAL SECURITY	36.77
	2115	MEDICARE	8.60
	2140	PUBLIC EMPLOYEES RETIREMENT FU	70.00
		Fund 3780 Total	740.37
4137	1100	CERTIFIED SALARIES	14,344.50
	1200	NONCERTIFIED SALARIES	6,930.02
	1300	TEMPORARY SALARIES	1,477.80
	2110	SOCIAL SECURITY	1,322.53
	2115	MEDICARE	309.30
	2140	PUBLIC EMPLOYEES RETIREMENT FU	501.39
	2160	TEACHERS RETIREMENT	1,448.82
		Fund 4137 Total	26,334.36
5113	1200	NONCERTIFIED SALARIES	1,747.20
	2110	SOCIAL SECURITY	100.89
	2115	MEDICARE	23.59
	2140	PUBLIC EMPLOYEES RETIREMENT FU	195.69
		Fund 5113 Total	2,067.37
5203	1100	CERTIFIED SALARIES	25,738.46
	1200	NONCERTIFIED SALARIES	7,864.68
	2110	SOCIAL SECURITY	1,950.55
	2115	MEDICARE	456.16
	2140	PUBLIC EMPLOYEES RETIREMENT FU	880.84

Check Date 03/12/2026

FUND	OBJECT	DESCRIPTION	AMOUNT
	2160	TEACHERS RETIREMENT	2,325.97
	2410	LOCAL RETIREMENT CONTRIBUTIONS	690.90
		Fund 5203 Total	39,907.56
5401	1100	CERTIFIED SALARIES	963.21
	2110	SOCIAL SECURITY	56.74
	2115	MEDICARE	13.27
	2160	TEACHERS RETIREMENT	97.29
	2410	LOCAL RETIREMENT CONTRIBUTIONS	28.89
		Fund 5401 Total	1,159.40
5824	1100	CERTIFIED SALARIES	797.10
	2110	SOCIAL SECURITY	44.09
	2115	MEDICARE	10.31
	2160	TEACHERS RETIREMENT	80.50
		Fund 5824 Total	932.00
6460	1200	NONCERTIFIED SALARIES	13,557.62
	1300	TEMPORARY SALARIES	356.60
	2110	SOCIAL SECURITY	852.05
	2115	MEDICARE	199.26
	2140	PUBLIC EMPLOYEES RETIREMENT FU	773.83
		Fund 6460 Total	15,739.36
6849	1100	CERTIFIED SALARIES	3,422.61
	2110	SOCIAL SECURITY	212.20
	2115	MEDICARE	49.63
	2160	TEACHERS RETIREMENT	345.69
		Fund 6849 Total	4,030.13
		Summary total	1,866,245.33

Check Date 03/12/2026

FUND	OBJECT	DESCRIPTION	AMOUNT

O B J E C T S U M M A R Y

OBJECT	DESCRIPTION	AMOUNT
1100	CERTIFIED SALARIES	878,328.91
1200	NONCERTIFIED SALARIES	578,332.42
1201	NON-CERTIFIED SALARY	4,927.80
1250	TERMINAL LEAVE	4,645.00
1300	TEMPORARY SALARIES	68,373.90
1401	NON-CERT OVERTIME SALARIES	33,561.05
1420	ADDITIONAL COMPENSATION	24,422.50
2110	SOCIAL SECURITY	93,149.25
2115	MEDICARE	21,785.00
2140	PUBLIC EMPLOYEES RETIREMENT FU	41,606.47
2150	TEACHERS RETIREMENT	1,072.77
2160	TEACHERS RETIREMENT	86,859.73
2410	LOCAL RETIREMENT CONTRIBUTIONS	28,766.53
2750	OTHER EMPLOYEE BENEFITS	414.00
	Summary total	1,866,245.33

********** End of report **********

FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

February 9, 2026
Board of School Trustees

FCMS - Auditorium
625 Grizzly Cub Drive
Franklin, IN 46131
6:00 PM

Debbie Gill:	Present
Brett Jones:	Present
Jennifer Mann:	Present
Becky Nelson:	Present
David Yount:	Present

1. WATCH MEETING LIVE
   You Tube Live Stream

2. CALL THE MEETING TO ORDER
- Pledge of Allegiance

3. RECOGNITION
   Dr. Clendening & Dr. Worland
   Individual Student Growth
- Central Nine Students of the Month
- FFA State Contests
  - Ag Video
- Girls Wrestling State Tournament
- Purdue University-Fort Wayne School of Music Brass Day

4. **CONSENT AGENDA**
   Debbie Gill

   A. Public Comments on any Consent Agenda Item
   Public comments regarding consent agenda items are limited to 3 minutes.
   Motion was made to approve the consent agenda. This motion, made by Becky Nelson and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

There were no public comments.
Dr. Clendening lighted the Harvard Model Congress and two choir overnight trips coming up. Kim Kriech is retiring at the end of this school year from Northwood with 36 years of service. Dan Richards is also retiring from Operations with 13 years of service.

B. Allowance of Claims and Vouchers

C. Approve Minutes

D. Donations

E. FCS Professional Development Travel Request

F. Franklin Applied Behavior Services, LLC

G. Grant Summary Sheet

H. Overnight / Out of State Trips

I. Personnel Report

J. Property Usage Contract

K. Roof-Wall Design Services - Creekside Elementary

L. Software Renewals

M. Summer School Courses 2026

N. Surplus

O. Verizon Renewal Contract

P. Consent Agenda Vote
Motion to approve the consent agenda. This motion, made by Becky Nelson and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

5. **SUPERINTENDENT REPORTS**

A. Committee Updates

- Communications Committee - Jennifer Mann
  Jennifer Mann reported on the Communications Committee. Discussed looking for student interns for next year to help with content creation. Luke Foraker created his first (Agriculture Dept.) of 4 videos. Coffee with the Superintendent has resumed.

B. Legislative Update
Dr. Clendening
Dr. Clendening reported on legislative updates from the state house. We are interested in pursuing indemnification under third-party agreements (Bill 200). Some third-party agreements require us to indemnify them for any claims that may arise while we are on a trip/experience, and sometimes, if the trip is out of state, they want the lawsuit filed in their home territory. We

are seeking the state law addition to not have this go into effect. We would indemnify ourselves, and any lawsuit would take place in our jurisdiction. This bill has gone through a couple of committees on the Senate side. This bill would make vendor contracts that have these indemnity provisions (essentially the schools insuring the vendor), and we are not in the business of insuring the vendors.

The cell phone is another bill we are watching. Last year a law was created that students could only use cell phones for educational matters and non-instructional times. They are looking to eliminate that. If the bill goes through, we have two options 1) not allow cell phones into the school 2) secure cell phone storage. This bill is now in the Senate. There will be some type of bill in effect for cell phones. The concern we have is if the bill goes into effect is the cost if we are required to purchase some type of secure storage.

The bill that allows a school board member to choose parties or non-affiliation. They made a change to whichever party is in charge at the state house would be first on the ballot, and everyone would declare that and would no longer be in alphabetical order.

Tina Jobe shared that there is discussion about delaying the elimination of local income taxes until 2028 (originally it was 2027).
There are discussions about possibly having to do an RFP for financial advising services (this would be required every three years).

C. Virtual Day
Dr. Worland
Dr. Worland gave an update on how we choose what days we use for inclement weather. Per Indiana Code 20-20-2-2.7 (added in 2022), a school may conduct no more than three (3) eLearning (asynchronous) instructional days each school year. Before COVID, we had unlimited eLearning days. With an eLearning Day, assignments are posted and students complete them on their own time and have three (3) school days to submit them. With Virtual Days, students participate in classes with their teachers for at least 50% of the traditional school day; attendance is taken in real time; and assignments are due the next day. With a Snow Day, there is no school and student mak up this day at the end of the school year or on a scheduled snow make-up day.
We have a survey for the 2027-2028 school calendar, and it will stay open until February 20th.
The state has offered a chance to get a waiver for the snow day that we used. We are submitting the waiver, and if the state accepts, the student last day will go back to May 21st.

6. **ACTION ITEMS**

A. Public Comments on any Action Item
Public comments regarding action items are limited to 3 minutes.

There were no public comments.

B. FCHS Principal
Dr. Clendening
Motion to approve Ryan Wagner as the FCHS Principal. This motion, made by David Yount and seconded by Jennifer Mann, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Dr. Clendening made a recommendation that the Board accept Ryan Wagner as the FCHS Principal. Ryan's salary will be $142,000. He will move to a 260 contract from a 220 day contract. If approved, interim will be removed from his title effective February 10, 2026.

C. Resolution FCS Chief of Police
Dr. David Clendening
Motion to approve the resolution to create an FCS police department. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Motion to approve to post the job for FCS Chief of Police. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Dr. Clendening recommended that the board accept to proceed with the resolution to create a school corporation police department. We will not be reducing the number of officers in our buildings, and we have the budget to continue. The partnership with the City of Franklin will continue to exist as we move forward into our new formation. Our next step would be to post the job for a Chief of Police. We will be setting up a Superintendent Safety Committee with board members, David Yount and Brett Jones, serving on that committee.

D. 2025-2026 Calendar Update
Dr. Worland

Motion to apprve the updates to the 2025-2026 school calendar. This motion, made by Jennifer Mann and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

Dr. Worland shared the updates to the 2025-2026 school calendar. Due to inclement weather on December 2nd and on January 26th, we had eLearning Days. With that, April 24th is now a regular student day and is a Spring Sr. Project Day. With the snow day on January 27th, we changed May 22nd to a regular student day. We added language that the superintendent may convert a snow make-up day to a school day, provided two weeks' notice is given.

E. JCPL Memorandum of Agreement
Dr. Worland

Motion to approve the JCPL Memorandum of Agreement. This motion, made by Jennifer Mann and seconded by Becky Nelson, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Abstain (With Conflict)

Yea: 4, Nay: 0, Abstain (With Conflict): 1

Dr. Worland recommened that the Board approve the JCPL Memorandum of Agreement. There is no cost for families or the district for these resources. Parents have the opportunity to opt out.

F. Expenditure for Unpaid Meals
Tina Jobe

Brett Jones made a recommendation to table this item. This motion, made by Brett Jones and seconded by Jennifer Mann, Tabled.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

Tina Jobe shared that the cafeteria services are federally funded and because of that the unpaid meals that students received are the responsibility of the school district. Up to this point, we have been able to cover those unpaid meals with donations, but for the first time this semester, we ended the semester about $4,000 short. So policy dictates that at the end of each semester, we cut a check from the Education Fund to Food Services for those unpaid meals and then send those accounts to collections. This resolution will

also authorize the treasurer to authorize future payments at the end of each semester per school policy. The parents of these past due accounts have been sent numerous letters and phone calls, and have not responded. Brett Jones recommended that we table this item to see if we can get the past due accounts paid.

G. Resolution for coverage under Indiana's Excess Liability Trust Fund

Tina Jobe
Transfer Appropriation within the Operating Fund
Motion to approve the resolution to transfer appropriation to different accounts within the operations fund. This motion, made by Becky Nelson and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Ms. Jobe shared that there are underground fuel tanks in the MS parking lot. The Indiana Department of Environmental Management is asking that the Board approve a certification of financial responsibility for the tanks. And they are requesting a line item in our budget for the $15,000 deductible required by the Indiana Excess Liability Trust Fund, which is a $2 million policy per occurrence for any malfunctions or incidents.

H. Security 101 Proposal
Doug Kirby
Motion to approve Security 101. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Doug Kirby shared that this is for a software that allows us through the cloud to control each of the alarm systems in all buildings.

I. Policies - Guidelines - Forms Updates
Motion to approve the policy updates. This motion, made by David Yount and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0
Dr. Worland shared that these have been updated with the new state testing manual links.

7. **DISCUSSION**

   A. Public Comments on Discussion Items
   Public comments regarding discussion items are limited to 3 minutes.
   There were no public comments.

   B. ECA Travel Guidelines
   Steve Ahaus
   Steve Ahaus shared that this ECA travel guideline policy is for all extracurricular activities that will be outside of a 50 mile radius one way to the school or competition. If a coach/sponsor opts to continue a regular season event outside this range, the sport will reimburse the school corporation for the cost associated with travel in excess of the 100-mile round-trip limit. The amount will be $2.29 per mile for all forms of bus transportation, and these funds will be assigned to the individual sport, in coordination with the Athletic Department.

   C. Collections from the State TRECS System.
   Tina Jobe
   Tina Jobe shared that this is related to the unpaid meals. The TRECS program, through the state, allows local government units to collect on unpaid accounts by taking those funds from an individual's income tax return.

8. **BOARD / ADMINISTRATIVE COMMENTS**

   A. Board Comments
   Brett Jones congratulated Ryan Wagner on being named FCHS Principal and gave an update on athletics. Girls swimming are sectional runner-ups and sending all three relays and two individuals to state this weekend and we have a diver competing in regionals. Boys wrestlers are regional champs and moving on as a team to semi-state. The 7th grade basketball team is county champs.

   B. Administrative Comments
   Our Board retreat will be held on February 27th at Franklin City Hall from 8:30 am - 3:00 pm. On Monday, March 2nd, we will have our first meeting for the Strategic Plan.

9. **CALENDAR**

   A. Calendar of Events
   Dr. Clendening

- President's Day: February 16 - eLearning Day & Central Office closed
- Board of School Trustees Retreat: February 27, 8:30 am-3:00 pm
- IREAD: March 3-13
- SAT Day: March 3
- Coffee with the Superintendent: March 10, 9:00 am
- March 20: Quarterly Board Visit at Webb Elementary, 7:00am
- Spring Break: Starts at dismissal on March 26 and school resumes on April 6

10. ADJOURNMENT

Motion to adjourn the meeting at 7:24 pm. This motion, made by David Yount and seconded by Jennifer Mann, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

11. 11. I.C. 5-14-9-1
    David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.

Board of School Trustees

Debbie Gill, President

David Yount, Vice President

Jennifer Mann, Secretary

Brett Jones, Member

Becky Nelson, Member

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

March 9, 2026
Board of School Trustees

FCMS - Auditorium
625 Grizzly Cub Drive
Franklin, IN 46131
6:00 PM

Debbie Gill:	Present
Brett Jones:	Present
Jennifer Mann:	Present
Becky Nelson:	Absent
David Yount:	Present

1. EXECUTIVE SESSION (closed to the public), 5:00 pm
   IC 5-14-1.5-6.1
   To receive information about and interview prospective employees.
2. WATCH MEETING LIVE
   You Tube Live Stream
3. CALL THE MEETING TO ORDER
   Debbie Gill
- Pledge of Allegiance

4. RECOGNITION
   Dr. Clendening & Dr. Worland

   Individual Student Growth
- Boys Wrestling
- Central Nine Students of the Month
- Scholastic Art Award of Central Indiana
- JAG Career Development Awards

   Collaboration
- 2026 Harvard Model Faculty Advisor of the Year

5. **CONSENT AGENDA**
   Debbie Gill

   A. Public Comments on any Consent Agenda Item
      Public comments regarding consent agenda items are limited to 3 minutes.
      There were no public comments.
      Dr. Clendening shared that Brian Klem is here this evening and is being recommended as the girls' basketball head coach. We have two retirements

to announce: Ron (25 years) & Nancy Bailey (37 years) are both retiring at the end of this school year. We are also recommending that Shelby Biehl be the FCHS assistant principal. Dr. Worland shared that the waiver has been accepted by the State of Indiana, giving us back two days due to the state of emergency by the governor's office due to the weather.

B. 2025-2026 District Calendar Update
C. Allowance of Claims and Vouchers
D. Approve Minutes
E. Benefits Schedule - FCS Police Dept. Chief of Police
F. Bullpen Tournaments Rental Agreement
G. Cub Academy Furniture Bid
H. Cyber Security Insurance
I. Donations
J. FCS Professional Development Travel
K. Franklin College Pool Agreement Amendment
L. Hardscape Improvements - Needham Elementary, FCMS, FCHS
M. Metronet Business Agreement
N. Overnight / Out of State Trips
O. Personnel Report
P. Recommendation to hire the FCHS Girls' Basketball Coach
Q. Roof Replacements
    - Creekside Elementary Roof-Wall Design Services
    - FCMS Roof Areas
    - FCHS Roof Replacements
R. Software Renewals
S. Surplus
T. Transfinder GIS Map Conversion
U. Western Governors University Placement Agreement
V. Consent Agenda Vote
Motion to approve the consent agenda. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

6. **SUPERINTENDENT REPORTS**
A. Jobs for America's Graduates (JAG)

Deanna Hayes
The JAG students gave a presentation on what this program means to them. JAG provides students with real-life experiences through careers, preparing for college, learning professional skills, and being active in the community. These students were recognized at the Leadership Development Conference, winning the JAG Spirit Stick Award and placing second in the brochure competition and first place in the commercial competition. The future of JAG at FCHS is uncertain. However, the HS is applying for a non-standard course waiver to continue this program, which would be called LEAP (Leadership, Employability, Achievement, Purpose).

B. Legislative Updates
Dr. Clendening
Dr. Clendening gave an update on new legislation that may impact schools.
1. Senate Bill 1 - This is the new property tax, where people will get $300 off their local property taxes on their home. This local income tax (LIT) was scheduled to expire in 2028, which would have affected the district by approximately $1.8 million, but the General Assembly voted to extend it until 2029.
2. Summer School - There have been discussions to shift summer school down to the lower levels to help with literacy and numeracy. The state is changing how they fund summer school. Typically, we would present offerings in February and an estimate of needs, but now it will be reimbursed based on enrollment.
3. Cell Phone Ban in Schools - Effective next school year, there will be a bell-to-bell ban on cell phones and other devices. School districts will now need to adopt a policy requiring students to either leave their devices at home or place them in secure storage for the entire school day.
4. Social Media - While this bill doesn't directly affect schools, students will be affected. Beginning in 2027, children under the age of 16 can no longer use social media sites without parental permission.
5. Emergency License for Teachers - In the past, if we hired a person for an emergency license, and it was a permanent position, they received that permanent position. Effective July 1, if we extend an emergency permit for a teacher, it is only a one-year contract. This will allow our principals to continue to look for the best candidate.
6. Fiduciary contracts - All fiduciary contracts must be posted on our website immediately.
7. Hours of employment for teachers - In the past, when a teacher received their contract, it stated hours of employment (7 hrs 45 min). Effective July 1, the teacher contract will no longer have hours of employment. This is a new shift in the state of Indiana.
8. Indemnification Law - This is a bill that we presented on indemnification clauses, and it passed.
9. HS Diploma - In the search of a HS diploma, you have to take the SAT or ACT test. Now, there is a third test that has to be taken - the Classic Learning test. The student only has to take one of the three.
10. Public Meeting Notice Requirement - publishing public meetings in the newspaper is now an option - no longer a requirement.

7. **ACTION ITEMS**

A. Public Comments on any Action Item
Public comments regarding action items are limited to 3 minutes.
There were no public comments.

B. Hiring of FCS Chief of Police
Dr. Clendening
Motion to approve Brian Gabel as the FCS Chief of Police. This motion, made by David Yount and seconded by Jennifer Mann, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1
Dr. Clendening made a recommendation to the board to hire Brian Gabel as our new Chief of Police for FCS.

C. Public Hearing for Additional Appropriation
Roger Young
Mr. Young shared that this is a continuation of financing that began in 2024 and finished in 2025, relating to the construction of the Pre-K facility. Initially, there was approximately $40 million authorized for tax management purposes, but the school corporation only issued approximately $36 million in debt late last year, with the anticipation that the remaining $4 million would be issued now. The additional amount that will be borrowed and secured by bonds is $4 million. This money was not included in the school's 2026 budget and now needs to be appropriated.
The public hearing was open at 6:53 pm. Hearing no comments, the public hearing was closed at 6:53 pm.

D. Consider Approval of Additional Appropriation
Roger Young
Motion to approve the additional appropriation. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

E. Consider Approval of Final Bond Resolution
Roger Young

Motion to approve the final bond resolution. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

F. Consider Approval of Official Statement Deemed Final Certificate
Roger Young
Motion to approve the official statement deemed final certificate. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

G. Consider Approval for Services of Registrar and Paying Agent
Roger Young
Motion to approve the services of the registrar and the paying agent. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

H. Consider Approval of Sixth Supplement to Master Continuing Disclosure Undertaking
Roger Young
Motion to approve the sixth supplement to master continuing disclosure undertaking. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

I. ECA Travel Guidelines
Steve Ahaus

Motion to approve the ECA Travel Guidelines. This motion, made by Brett Jones and seconded by Jennifer Mann, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

J. Franklin Cub Academy School Configuration
Dr. Clendening
Motion to approve the Franklin Cub Academy School Configuration. This motion, made by Jennifer Mann and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1
In alignment with the FCS strategic plan, district leadership is asking for approval to formally name and recognize Franklin Cub Academy to support Developmental Pre-Kindergarten and Pre-Kindergarten under one roof, with the assignment of a new school number by the Indiana Department of Education (IDOE). This unified structure will strengthen instructional alignment, improve student outcomes, and enhance accountability and reporting.

8. **DISCUSSION**

A. Sharp Graphic FCS Police Department Logo Proposal
Dr. Clendening
Dr. Clendening proposed to the board to engage in a contract with Sharp Graphics to design our FCS police department logo.

B. LEAP Non-Standard Course Waiver
Ryan Wagner
Ryan Wagner shared a program overview for LEAP at FCHS. Proposing that this would be a non-standard course waiver (a course that the state of Indiana has not created or approved) in conjunction with partners and other schools that have dealt with a similar program in response that the JAG programs have started to dissolve across the state. We are partnering with Central Nine in submitting the waiver with IDOE as a CTE course. Central Nine is assisting in getting Deanna Hayes her workplace specialist license to teach this course. The state has a deadline of May 1st and gives a 45-day window to respond to our request.
LEAP is a two-year, sequential career readiness program designed to support students in developing leadership skills, employability competencies, academic persistence, and postsecondary direction. The program includes LEAP 1 (Junior Year) and LEAP II (Senior Year). This program will help

students build skills, confidence, and direction so they are ready for what comes next.

Program Pillars (LEAP):

- Leadership - development of leadership, teamwork, service, and communication skills
- Employability - workplace readiness skills, including professionalism and job attainment
- Achievement - academic progress and completion of career readiness milestones
- Purpose - career exploration, postsecondary planning, mentorship, and goal setting

C. Lexipol Master Service Agreement

Benji Betts

Benji Betts shared that the Lexipol program will set up our police department policy manual. Also included will be daily training bulletins, policy updates, a web-based delivery platform and mobile app, and a reporting management system.

D. Public Comments on Discussion Items

Public comments regarding discussion items are limited to 3 minutes.

There were no public comments.

9. **BOARD / ADMINISTRATIVE COMMENTS**

A. **Board Comments**

i. Committee Updates

- Athletic Council
- Calendar Committee
- Central Nine
- Communications Committee
- Music Council
- Superintendent's Strategic Taskforce

Athletic Council:

Girls Swimming & Diving Conference Champs - sectional runner-ups - state qualifiers

Boys Swimming & Diving Conference Sectional runner-ups - state qualifiers - state champion (Lucas Ackermann)

Girls wrestling 11th at state

Boys wrestling - IHSWCA 3A Team State Duals Champions - at IHSAA state finals 3 state qualifiers & 3 state finalists

Girls basketball conference runner-ups

MS boys basketball - 7th grade were county champs & 8th grade were state champs

MS girls basketball - 7th grade finished their season undefeated - county and mid-state champs & 8th grade finished runner-up mid-state

MS wrestling is undefeated and county & mid-state champs

Calendar Committee: The committee reviewed the 2026-2027 school calendar, which has already been approved, but will be recommending two minor changes to the calendar at the April board meeting. Working

on the 2027-2028 calendar. There were close to 1,700 people who responded to the calendar survey.

Communications Committee: The promotional videos from Luke Foraker have been reviewed, and brainstormed ideas for the next video. Discussed having a video series on graduation pathways with Mr. Hankins broadcasting courses. Coffee and lunch chats with the superintendent have been scheduled.

Music Council: Discussed the PAC manager and technical director. The technical director position will cover both the MS and the HS. Talked about the pros and cons of offering HS credit at the MS level for band and choir students. Continued the discussion of the importance of recruiting HS band and choir members at CBIS and MS. Shout out to the 5th-grade morning choir, as it has been a huge success.

Superintendent's Strategic Taskforce: The group walked through the current plan. Highlighted our successes and looked at other opportunities. The group split up and talked about what we are doing that they like, what we should keep, and what we should do differently.

B. Administrative Comments

10. **CALENDAR**

A. Calendar of Events

- Coffee with the Superintendent: March 10, 9:00 am, Main & Madison
- Quarterly Board Visit at Webb Elementary, March 20, 7:00am
- Spring Break: Starts at dismissal on March 26 and school resumes on April 6

11. ADJOURNMENT

Motion to adjourn the meeting at 7:25 pm. This motion, made by Jennifer Mann and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

Yea: 4, Nay: 0, Absent: 1

12. 11. I.C. 5-14-9-1

David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.

Board of School Trustees

Debbie Gill, President

David Yount, Vice President

Jennifer Mann, Secretary

Brett Jones, Member

Becky Nelson, Member

EXCERPTS OF MINUTES OF A MEETING OF THE BOARD OF SCHOOL TRUSTEES OF FRANKLIN COMMUNITY SCHOOL CORPORATION

A meeting of the Board of School Trustees (the "Board") of Franklin Community School Corporation (the "School Corporation") was held at the Franklin Community Middle School Auditorium, 625 Grizzly Cub Drive, Franklin, Indiana, on March 9, 2026, at the hour of 6:00 p.m. (Local Time), pursuant to notice duly given to all members of the Board in accordance with Indiana Code § 5141.5 and the rules of the Board.

The meeting was called to order by the President of the Board, and the minutes of the meeting were recorded by the Secretary of the Board.

On call of the roll the members of the Board were shown to be present or absent as follows:

Present: Debbie Gill, David Yount, Jennifer Mann, Brett Jones

Absent: Becky Nelson

(Among other proceedings had and actions taken were the following):

The Secretary presented to the Board proof of publication of the notice and online posting of the hearing to be held at this meeting on the matter of the additional appropriation proposed to be made on account of a portion of the 2025 Preschool & Improvement Projects, including the renovation and improvements to school, site and athletic facilities, and the purchase of real estate, equipment, buses and technology (collectively, the "Project"), which proof of publication shows that the notice was published in the *Daily Journal* on February 25, 2026.

On motion duly made, seconded and carried, the proof of publication was ordered approved and made a part of the records of this Board.

The President of the Board then stated that the Board was ready to hear all taxpayers desiring to be heard in respect to the matter of the additional appropriation in the amount of $4,000,000, plus investment earnings thereon, proposed to be made on account of the Project.

After hearing all taxpayers present who desired to be heard relative to the additional appropriation, upon motion duly made, seconded, and carried, the Board adopted the resolution attached as Exhibit A.

It was next stated that the firm of Ice Miller LLP, bond counsel of Indianapolis, Indiana, had been consulted relative to the procedure to be followed in connection with the proposed bond issue and the rendering of an opinion approving the legality of the bonds. The Board was then presented with a form of resolution for adoption to authorize the issuance of bonds.

After due consideration of the final bond resolution, upon motion duly made, seconded, and carried, the same was adopted and is attached as Exhibit B.

Motion made and seconded to adjourn the meeting. Meeting adjourned.

Secretary, Board of School Trustees

APPROVED:

President, Board of School Trustees

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

March 20, 2026
Special Meeting / Work Session - Quarterly Board Visit at Webb Elementary

Webb Elementary
1400 Webb Court
Franklin, IN 46131
7:00 AM

Debbie Gill:	Present
Brett Jones:	Present
Jennifer Mann:	Present
Becky Nelson:	Absent
David Yount:	Present

1. WATCH MEETING LIVE
   You Tube Live Stream

2. CALL THE MEETING TO ORDER
3. SPECIAL MEETING
4. **ACTION ITEMS**
   A. Public Comments on any Action Item
      Public comments regarding action items are limited to 3 minutes.
      There were no public comments.
   B. Hiring of Executive Technology Director
      Motion to approve Doug Kirby as the Executive Director of Technology. This motion, made by Brett Jones and seconded by Jennifer Mann, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Absent
David Yount:	Yea

      Yea: 4, Nay: 0, Absent: 1
   C. Lexipol Master Service Agreement
      Benji Betts
      Motion to approve the Lexipol Master Service Agreement. This motion, made by David Yount and seconded by Brett Jones, Passed.

Debbie Gill:	Yea

Brett Jones: Yea
Jennifer Mann: Yea
Becky Nelson: Absent
David Yount: Yea
Yea: 4, Nay: 0, Absent: 1

D. Sharp Graphics FCS Police Department Logo Proposal
Dr. Clendening
Motion to approve Sharp Graphics on designing the FCS Police Department logo. This motion, made by Jennifer Mann and seconded by David Yount, Passed.

Debbie Gill: Yea
Brett Jones: Yea
Jennifer Mann: Yea
Becky Nelson: Absent
David Yount: Yea
Yea: 4, Nay: 0, Absent: 1

5. WORK SESSION - Webb Elementary Presentation
6. 11. I.C. 5-14-9-1
David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.

Board of School Trustees

Debbie Gill, President

David Yount, Vice President

Jennifer Mann, Secretary

Brett Jones, Member

Becky Nelson, Member

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

March 26, 2026
Board of School Trustees Special Meeting

Franklin Community Middle School
625 Grizzly Cub Drive
Franklin, IN 46131
9:00 AM

Debbie Gill:	Present
Brett Jones:	Present
Jennifer Mann:	Present
Becky Nelson:	Present
David Yount:	Present

1. WATCH MEETING LIVE
   You Tube Live Stream

2. JOIN WITH GOOGLE MEET
   Virtual Link
   Phone: (US) +1 575-394-8545
   PIN: 162 251 466#

3. CALL THE MEETING TO ORDER

4. **ACTION ITEMS**

   A. Public Comments on any Action Item
   Public comments regarding action items are limited to 3 minutes.
   There were no public comments.

   B. Recommendation to begin the process to potentially purchase property south of FCMS
   Dr. David Clendening
   Motion to authorize our legal counsel and Dr. Clendening to take the steps necessary to begin the process for potentially acquiring the real estate, including obtaining the necessary appraisals. This motion, made by David Yount and seconded by Brett Jones, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

Yea: 5, Nay: 0

Dr. Clendening shared that the property south of FCMS is for sale. After conversations with the owner of the property, we would like to explore the possibility of buying that property. We have money set aside from the purchase of the Hillview property back in 2010/2011 that was in Rainy Day that was specifically designated for the purchase of property. We need to get an appraised value of the property and at the April board meeting we will continue the conversation about the next steps in acquiring the property if we choose to do so. Dr. Clendening recommended to the board that we move forward with the potential purchase of the property.

5. ADJOURNMENT
   Motion to adjourn the meeting at 9:07 am. This motion, made by Brett Jones and seconded by David Yount, Passed.

Debbie Gill:	Yea
Brett Jones:	Yea
Jennifer Mann:	Yea
Becky Nelson:	Yea
David Yount:	Yea

   Yea: 5, Nay: 0

6. 11. I.C. 5-14-9-1
   David Yount is an appointed member of the Franklin Community School Corporation Board of School Trustees representing Needham Township appointed by Franklin Community School Board. The date of appointment was January 30, 2025, and the term expires December 31, 2026.

Board of School Trustees

Debbie Gill, President

David Yount, Vice President

Jennifer Mann, Secretary

Brett Jones, Member

Becky Nelson, Member

247 Bus Camera Pricing

1. Itemized pricing for: Bus Camera Project per Bid Specs

Hardware				
Bus Type	**Number**	**Cameras per bus**	**Price per bus**	**Total**
Primary, Mini, Activity	59*	6	$2,325	$137,152
mini Vans	2	2	$1,715	$3,430
* 15 Franklin buses already equipped with 247 Titan systems				
			Fleet Total	**$140,582**

Software	**Review software comes at no cost for a site license**			
Installation	61		$650	**$39,650**
Wi-Fi/cellular system*				
Installation	1			**$5,000**
Bus Antennas, installed	76		$456	**$34,656**
*Assumption that we will use your existing WIFI in the yard				
Annual Fees for Cloud Management System - Touchdown™ ** **Note: First year annual fee Discount - 20% From Quoted price**	76		$252	**$19,152**
**** Touchdown™ includes both WIFI and cell access to buses. Real time monitoring of each bus system.**				
		Number of minutes		
Cell minutes **You buy minutes as you use them.** **Expect to use around 2000 per year.** **First 1000 minutes discount - 100% from quoted price**		1000		**$1,200**
Optional onsite maintenance plan **Twice per year**	76		$175	**$13,300**
Optional accessories				
Stop arm cameras		Each	**$365**	**$22,265**
Total				**$275,805**

247 Bus Camera Pricing

1. Itemized pricing for: Bus Camera project per additional needs

Hardware				
Bus Type	**Number**	**Cameras per bus**	**Price per bus**	**Total**
Primary, Mini, Activity - Systems with Stop Arms (6int, 2ext)	62*	8	$3,055	$189,410
Two STOP ARM CAMERAs only for TWO EXISTING systems	2	2	$810	$1,620
* 15 Franklin buses already equipped with 247 Titan systems			**Fleet Total**	**$191,030**

Software	**Review software comes at no cost for a site license**

Installation [(64 buses x $650/bus) + (2 bus x $250/bus)]	64	$650	**$42,100**

Wi-Fi/cellular system*			
Installation	1		
Bus Antennas, installed	79	$456	**$36,024**
*Assumption that we will use your existing WIFI in the yard			

Annual Fees for Cloud Management System - Touchdown™ **	79	$252	**$19,908**
Note: First year annual fee Discount - 20% From Quoted price			
**** Touchdown™ includes both WIFI and cell access to buses. Real time monitoring of each bus system.**			
	Number of minutes		
Cell minutes	1000		
You buy minutes as you use them.			
Expect to use around 2000 per year.			
First 1000 minutes discount - 100% from quoted price			

Optional onsite maintenance plan	79	$175	**$13,825**
Twice per year			

Optional accessories			
Stop arm cameras	Each	**$365**	

Total Solution Cost	**$302,887.00**

Bus Camera RFP Matrix

Vendor	247	REI
Cost of the project - Possible 40 points	40	0
Technical compliance with RFP requirements - Possible 20 p	20	20
Consistency with our current environment - Possible 10 poin	10	10
Service, warranty, and training - Possible 10 points	10	10
Financial Responsibility - Possible 10 Points	10	10
Vendor experience and references - Possible 10 Points	10	10
Total	**100**	**60**

	247	REI	
Fleet Total	$140,582.00	$183,000.00	Buses
Installations	$39,650.00	$25,550.00	Mini Buses
Wifi/Cellular Install	$5,000.00	$3,050.00	Mini Vans
Bus Antennas, installed	$34,656.00	$25,909.92	Cell License
1st Year cloud manager	$19,152.00	$4,672.00	Shipping Fee
1st 1000 cell minutes	$1,200.00	$70,560.00	Installation and Removal
Maintenance Plan	$13,300.00		
Total	$253,540.00	$312,741.92	
Plus for StopArm	$365.00	$800.00	
# buses	61	61	
	$22,265.00	$48,800.00	
Grand Total	**$275,805.00**	**$361,541.92**	

April 1, 2026

Mr. Benji Betts

Director of Operations
Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin IN 46131-1398
United States

Re: Bid Recommendation
Custer Baker Intermidate Boiler & Franklin Community High School Boiler
2022-024.CBB

Dear Benji:
On Monday, March 30, 2026, Bids were opened for the Custer Baker Intermidate Boiler & Franklin Community High School Boiler. 4 Bids were received and the Tabulation is attached.

Irish Mechanical Services submitted the apparent low Bid for $ 1,966,000.

We have reviewed the Bid and the additional required documents submitted by Irish Mechanical Services and find it to comply with the bidding requirements. We recommend acceptance of this Bid and issuance of a Notice to Proceed directing the Contractor to secure their materials, labor, insurance, etc., pending the preparation of the Contract.

If we may be of any further assistance in this matter, please do not hesitate to call.

Sincerely,

SCHMIDT ASSOCIATES, INC.
Architecture • Engineering • Interior Design • Landscape Architecture



Patrick W. Grap,
Project Manager
pgrap@schmidt-arch.com

C:\Users\pgrap\AppData\Local\Temp\\NewformaMM7c5d5cb3-e7fc-4641-be05-be3f77c6546a.docx

SCHMIDT ASSOCIATES

1976 2026

BETTER FORESIGHT.
BETTER INSIGHT.
BETTER ON-SITE.

LOCATIONS

415 Massachusetts Avenue
Indianapolis, IN 46204
317.263.6226

731 Brent Street, Suite 203
Louisville, KY 40204
502.581.0042

PRINCIPALS

Sarah Hempstead, AIA, LEED AP
Kevin Shelley, AIA, LEED AP
Brett Quandt, CDA
Lisa Gomperts, FAIA, LEED AP
Anna Marie Burrell, AIA, RID
Kyle Miller, PE, LEED AP
Steve Schaecher, AIA, LEED AP
Ben Bain, CPSM
Eric Broemel, PE, CEM
Audra Blasdel, MBA
Bill Gruen, CEM, LEED AP
Veena Reddy, AIA, LEED AP, WELL AP, SEA
Ben Simmons, AIA, LEED AP

SCHMIDT-ARCH.COM

SCHMIDT ASSOCIATES
415 Massachusetts Avenue
Indianapolis, IN 46204
www.schmidt-arch.com

BID TABULATION FORM

Project: Custer Baker Intermediate & Franklin Community High School - Boiler Projects

Project Number: 2022-024.CBB & .FHB

Bid Date and Time: March 30, 2026 @ 3pm

Location: 855 Grizzly Cub Drive, Franklin IN 46131

									Accepted Bid Alternates					Y	Y	Y	Y		
RANK	BIDDER	Time Of Completion	Public Bid Requirements	Included Allowances	Form 96	Financial Statement	Bid Security	Subs & Products List	Receipt of Addenda	Custer Baker Intermediate		Franklin Community High School		Combination Bid				BID	
														Custer Baker Intermediate		Franklin Community High School			
										Base Bid	Domestic Water Heater	Base Bid	Domestic Water Heater	Base Bid	Domestic Water Heater	Base Bid	Domestic Water Heater		
1	Irish Mechanical Services	X	X	X	X	X	X	X	X	$750,000	$212,000	$840,000	$164,000	$750,000	$212,000	$840,000	$164,000	$1,966,000	
3	Quality Plumbing & Heating									$877,000	$248,000	$1,133,000	$140,000	$863,000	$246,000	$1,113,000	$139,000	$2,361,000	
4	Sexson Mechanical Corp.									$808,652	$195,146	$972,920	$418,428	$808,652	$195,146	$972,920	$418,428	$2,395,146	
2	Ellis Mechanical									$775,000	$206,000	$950,000	$197,000	$766,000	$203,000	$937,000	$195,000	$2,101,000	

Bid - Correct for both schools base bid and domestic water heater (total $1,966,000)

CUSTER BAKER BOILER PROJECT

	Amount (Lump Sum in Words)		Amount (Number)
Base Bid	SEVEN HUNDRED FIFTY THOUSAND	Dollars	$ 750,000
Domestic Water Heater	TWO HUNDRED TWELVE THOUSAND	Dollars	$ 212,000

FRANKLIN HIGH BOILER PROJECT

	Amount (Lump Sum in Words)		Amount (Number)
Base Bid	EIGHT HUNDRED FORTY THOUSAND	Dollars	$ 840,000
Domestic Water Heater	ONE HUNDRED SIXTY FOUR THOUSAND	Dollars	$ 1104,000

Addendum 1 & 2- yes
Allowance - $75,000 (combined)

Boiler & Dom water heater/tank
removal - no need for architectural modifications
Install - no need for architectural modifications

- Irish to confirm domestic water can fit through existing door
- Demo will be cut as needed for removal
    - Tanks are 40" door is 42"

Custer Baker - box removal from the roof

Lead time

- Boiler - Lochinvar (6 weeks)
- Pumps - B&G (Delivery TBD)
- VFD - High (ABB) Custer Baker (???)
- Domestic Water - Lochinvar (Custer Baker) RBI (High School)

Pre-con meeting on or about May 5

- Schedule
- Submittals
- Lead times
- OAC every other week
- Schedule Of Values

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DOUG KIRBY,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTRT442	2/25/2026	CORE SWITCH + CONFIG	2359101	$132,112.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Nexus 9300 with 48p 100M 1 2.5 5 10GT and 6p 100G QSFP28 Ports Mfg. Part#: N9K-C93108TC-FX3P Contract: MARKET	3	6449566	$13,600.00	$40,800.00
Cisco memory - module - 16 GB Mfg. Part#: NXK-MEM-16GB Contract: MARKET	3	5928237	$450.00	$1,350.00
Cisco ONE Essentials - Term License (3 years) - 1 switch Mfg. Part#: C1E1TN9300XF-3Y UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: MARKET	3	5072026	$11,745.00	$35,235.00
Cisco Nexus 93180YC-FX3 - switch - 48 ports - managed - rack-mountable Mfg. Part#: N9K-C93180YC-FX3 Contract: MARKET	2	6462067	$11,335.00	$22,670.00
Cisco memory - module - 16 GB Mfg. Part#: NXK-MEM-16GB Contract: MARKET	2	5928237	$450.00	$900.00

QUOTE DETAILS (CONT.)				
Cisco ONE Essentials - Term License (3 years) - 1 switch Mfg. Part#: C1E1TN9300XF-3Y UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: MARKET	2	5072026	$11,745.00	$23,490.00
NEW ITEM Mfg. Part#: NEW-ITEM Configuration of Switches (see SOW for details) Contract: Standard Pricing	1	NEW-ITEM	$7,667.00	$7,667.00

SUBTOTAL	$132,112.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$132,112.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: FRANKLIN COMMUNITY SCHOOLS ACCOUNTS PAYABL 998 GRIZZLY CUB DR FRANKLIN, IN 46131-1398 **Phone:** (317) 738-5800 **Payment Terms:** NET 30 Days-Govt/Ed	**Shipping Address:** FRANKLIN COMMUNITY SCHOOLS DOUG KIRBY 998 GRIZZLY CUB DR FRANKLIN, IN 46131-1398 **Phone:** (317) 738-5800 **Shipping Method:** UPS Ground
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Matt Albrecht | (877) 566-3074 | matt.albrecht@cdwg.com

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Cisco
BY PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html,

which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#offer-descriptions-product, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

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DONATIONS FOR APPROVAL
April 2026

Food Services

Amount: $2,000
For: School Lunch Debt at Northwood
From: Jessica & Jason Ayers

Amount: $25
For: School Lunch Debt
From: Darlene & Richard Sipes

Amount: $5,000
For: School Lunch Debt
From: Fidelity Charitable (donor-advised fund grant)

Amount: $100
For: School lunch Debt
From: The Victoria Vennetti Trust

Amount: $500
For: School Lunch Debt
From: Overwatch Financial, LLC

Amount: $500
For: School Lunch Debt
From: Zeta Chapter of Tri Kappa, Inc.

FCMS

Amount: $9,100
For: Cubs to Grizzlies Mentor Program
From: Johnson County Community Foundation / Laugle Family Pass Thru Fund

Webb Elementary

Amount: $100
For: School Lunch Debt
From: Anonymous

FCHS

Amount: Two 3-D Printers (Creality Ender & Anycubic KobraX) valued at $494
For: FCHS Library
From: High Five Customs, LLC

Amount: $500
For: FCHS boys track
From: Jason & Nicole Wienhorst

District

Amount: $10,000
For: Student Trip
From: Endress + Hauser

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131
317-738-5800

and the Contractor:
(Name, legal status, address and other information)

Kammerling Construction LLC
850 N Overstreet Street Franklin, IN 46131
317-738-3622

for the following Project:
(Name, location and detailed description)

Franklin Community High School
Franklin, IN 46131
Roof Replacement

The Architect:
(Name, legal status, address and other information)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214
262-253-4700

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

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TABLE OF ARTICLES

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5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work may be started in May of 2026 (tentative start date being May 24, 2026).

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Work shall be Substantially Complete no later than July 31, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Fifty-One Thousand Ninety-Six Dollars and Zero Cents ($ 1,851,096.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Cash Allowance: For the remediation of latent conditions or other intangibles, during the course of Work, upon Owner's instructions.	One Hundred Fifty Thousand Dollars ($150,000.00)

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Repair of steel roof deck	Per square foot	$9.50
Replacement of 2-inch polyisocyanurate	Per 4'-0" x 8'-0"	$82.00
Replacement of 2 by 6 or 2 by 8 wood blocking	Per lineal foot	$5.00
Changes to the Work: Percent overhead and profit on the net cost of our own Work	Percentage	20%

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Changes to the Work: Percent on the cost of Work done by any subcontractor	Percentage	15%

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The parties agree that failure to achieve substantial completion of the work within the time allowed herein will result in liquidated damages being imposed against the contractor. Liquidated damages shall be the greater of the actual economic loss sustained by the owner due to contractor's failure to achieve substantial completion of the work on time, or Five Hundred Dollars ($500.00) per day for each day the work remains uncompleted after the date established for substantial completion, whichever amount is greater.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously

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withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

A retainage of 3-percent of the requested amount shall be withheld on each progress payment.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.00 %

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

William Betts
998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8741

bettsw@franklinschools.org

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Chad Kammerling
850 N Overstreet Street
Franklin, IN 46131
317-738-3622

Chad@KammerlingConstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Applicable email addresses provided in Article 8

§ 8.7 Other provisions:

Performance Bond, Labor and Material Payment Bond
Certificate of Insurance per Owner's Requirements

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Exhibit "B", attached		

.6 Specifications

Section	Title	Date	Pages
See Exhibit "B", attached			

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	January 12, 2026	One (1) Page

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary General Conditions to AIA A201-2017	Two (2) Pages	

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Form of Proposal, Exhibit "A", attached
Specification Manual Table of Contents, Exhibit "B", attached
Rate Sheet, Exhibit "C", attached
This Agreement

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

Debbie Gill	Chad Kammerling
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Debbie Gill, Board of Trustees President	BY: Chad Kammerling, Member
(Printed name and title)	*(Printed name and title)*

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STR-SEG

Exhibit "A"

DOCUMENT 00 41 00
BID SUPPLEMENT

THE PROJECT AND THE PARTIES

1.01 TO:

A. Franklin Community School Corporation
   1. Attn: William Betts, Executive Director of Operations

1.02 FOR:

A. Roof Replacement Project at Franklin Community High School.
B. STR-SEG Project No. 15889

1.03 DATE: 2/20/2026 1/26/2026K **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name: Kammerling Construction LLC
   1. Address: 850 N Overstreet Street
   2. City, State, Zip: Franklin Indiana 46131
   3. Phone: 317-738-3622
   4. E-mail Address: Chad@kammerlingconstruction.com

1.05 OFFERS

A. Bidder shall take note of *Section 01 21 00 - "Allowances"* for inclusions in the following Bid amounts.
B. **Base Bid:** Having examined the Place of Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by STR-SEG for the above-mentioned Project, we, the undersigned, hereby offer to enter into a Contract to perform Work for the Sum of:
C. One million eight hundred Fifty-one thousand & ninety six dollars
D. dollars ($ 1,851,096.00), in lawful money of the United States of America.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and are irrevocable for 30-days from Bid closing date.
B. If this Bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within 7-days of receipt of Notice of Award.
   2. Furnish the required bonds within 7-days of receipt of Notice of Award.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete Work no later than July 31, 2026.

STR-SEG

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed.

B. ITEM DESCRIPTION	UNIT QUANTITY	ITEM VALUE
1. Repair of steel roof deck	per square foot	$ 9.50
2. Replacement of 2-inch polyisocyanurate insulation	per 4'-0" x 8'-0" board	$ 82.00
3. Replacement of 2 by 6 or 2 by 8 wood blocking	per lineal foot	$ 5.00

1.09 CHANGES TO THE WORK

A. When Owner and Consultant establish that the method of valuation for Changes in Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 20% percent overhead and profit on the net cost of our own Work;
2. 15% percent on the cost of Work done by any subcontractor.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to Bid Documents noted below have been considered and all costs are included in Bid Sum.

1. Addendum # _____ Dated N/A.
2. Addendum # _____ Dated _____.

1.11 BID SUBMITTALS

A. The Undersigned shall submit, enclosed with this Bid Supplement form:

1. An executed Form 96 (Revised 2013), as prescribed by the Indiana State Board of Accounts, including:
   a. Bidder's Financial Statement.
   b. A signed Non-Collusion Affidavit.
2. The necessary Bid Bond, as specified in *Document 00 21 13 - "Instructions to Bidders"*.
3. Current rate sheet covering applicable personnel and equipment, including material purchase price mark-up.
4. The following documents, which are attached following this Bid Supplement form and are considered an integral part of Bid Supplement, and shall be submitted, enclosed with Bid Supplement:
   a. *Document 00 43 36 - "Proposed Subcontractors Form"*: Include the names of subcontractors and the portions of Work they will perform.
   b. *"Statement of Bidder's Qualification/Affirmative Action"*; fully executed.
   c. *"Certificate as to Corporate Principal"*; fully executed.
   d. *"E-Verify Affidavit"*; fully executed.

1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of:

B. Kammerling Construction LLC

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Chad Kammerling

F. (Signature) (Corporate Seal)

G. Chad Kammerling Member

H. (Printed Name and Title)

I. Chad Kammerling Chad Kammerling Member

J. (Signature) (Printed Name and Title)

1.13 IF BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF DOCUMENT

STR-SEG

DOCUMENT 00 43 36
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 Herewith is the List of subcontractors referenced in Bid submitted by:

1.02 (BIDDER) Kammerling Construction LLC

1.03 TO: (OWNER) FRANKLIN COMMUNITY SCHOOL CORPORATION

1.04 The following Work will be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT Rental Equipment

A. SUBCONTRACTOR NAME Sunbelt Equipment rentals

B. ADDRESS 4949 S Harding Street Indpls In 46217

C. PHONE-FAX-EMAIL 317-782-1039

2.02 WORK SUBJECT Additional Labor if needed

A. SUBCONTRACTOR NAME Galarza Construction

B. ADDRESS 349 West 30th Street Indianapolis In 46217

C. PHONE-FAX-EMAIL 317-908-4079

2.03 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.04 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

ACCEPTANCE OF SUBCONTRACTORS

3.01 If Owner has a reasonable and substantial objection to any subcontractor on this list, and refuses, in writing, to accept such person or organization, Bidder may, at their option, withdraw their Bid, or submit an acceptable substitute, with any adjustment to their Bid price occasioned by such substitution, for Owner's consideration.

END OF DOCUMENT

DOCUMENT 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 00 01 10 - Table of Contents
B. 00 01 15 - List of Drawing Sheets
C. 00 11 13 - Notice to Bidders
D. 00 21 13 - Instructions to Bidders
E. 00 31 00 - Available Project Information
F. 00 41 00 - Bid Supplement
   1. INSERT - Certificate as to Corporate Principal
   2. INSERT - Statement of Bidder's Qualification/Affirmative Action
   3. INSERT - E-Verify Affidavit
G. 00 43 36 - Proposed Subcontractors Form
H. 00 50 00 - Contracting Forms and Supplements
I. 00 73 00 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 01 10 00 - Summary of Work
B. 01 20 00 - Price and Payment Procedures
C. 01 21 00 - Allowances
D. 01 22 00 - Unit Prices
E. 01 30 00 - Administrative Requirements
F. 01 40 00 - Quality Requirements
G. 01 42 16 - Definitions
H. 01 50 00 - Temporary Facilities and Controls
I. 01 60 00 - Product Requirements
J. 01 70 00 - Execution and Closeout Requirements

2.02 DIVISION 05 -- METALS

A. 05 01 30 - Maintenance of Steel Roof Decking

2.03 DIVISION 06 -- WOODS, PLASTICS, AND COMPOSITES

A. 06 10 53 - Miscellaneous Rough Carpentry

2.04 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

A. 07 01 50.19 - Preparation for Re-Roofing
B. 07 19 50 - Substrate Membrane
C. 07 31 13 - Asphalt Shingles
D. 07 62 00 - Sheet Metal Flashing and Trim
E. 07 90 05 - Joint Sealers

2.05 DIVISION 32 -- EXTERIOR IMPROVEMENTS

A. 32 01 30 - Site and Landscape Restoration

END OF DOCUMENT

STR-SEG

DOCUMENT 00 01 15
LIST OF DRAWINGS
BOUND HEREIN

TITLE	SHEET NUMBER
COVER SHEET	
OVERALL ROOF PLAN	A100
DETAIL REFERENCE PLAN	A101
DETAIL REFERENCE PLAN	A102
DETAIL REFERENCE PLAN	A103
DETAIL REFERENCE PLAN	A104
DETAIL REFERENCE PLAN	A105
GUTTER EDGE FLASHING	A500
TRANSITION FLASHING	A501
HEAD FLASHING	A502
WALL FLASHING	A503
RIDGE CAP FLASHING	A504
TYPICAL VALLEY FLASHING	A505
SHINGLE TRANSITION FLASHING	A506
RAKE EDGE FLASHING	A507
VENTED RIDGE FLASHING	A508
HIP FLASHING	A509
GUTTER EDGE FLASHING	A510
HEAD FLASHING	A511
HIP FLASHING	A512
RAKE EDGE FLASHING	A513
WALL FLASHING	A514
RIDGE CAP FLASHING	A515
TYPICAL PIPE FLASHING	A516
TYPICAL STACK FLASHING	A517
CLOSURE FLASHING	A518
CLOSURE FLASHING	A519
TYPICAL CURB FLASHING	A520
DOWNSPOUT 'Y' CONNECTION	A521
METAL SPLASH PAN	A522
METAL FABRICATION	A523

END OF DOCUMENT

Exhibit "C"

KAMMERLING
Construction LLC
Specializing in Roofing and
Sheet Metal Solutions

1/26/2026

Re: Time and Materials list

Additional Materials will have a 8% mark up above cost
Skilled Roofer 65.00 per hour
Laborer 50.00 per hour
Equipment Operator 60.00 per hour
Skilled Sheet metal installer 74.00 per hour
Sheet Metal Helper 50.00 per hour

Rented equipment- hourly rate as determined by length of time needed

Thank you.
Respectfully,

Chad Kammerling
317-738-3622

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Franklin Community High School
Franklin, IN 46131

THE OWNER:
(Name, legal status and address)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131

THE ARCHITECT:
(Name, legal status and address)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

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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, Supplementary and other Conditions), 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 or proposal requirements.

§ 1.1.2 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 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.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 1.3 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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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 Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

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§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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

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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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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 temporary 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 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 to the Owner and the Architect before conditions are disturbed and in no event later than 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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,

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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

§ 3.9.1 The Contractor shall employ a competent 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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

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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 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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.

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§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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 the subcontractors of a Separate Contractor.

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§ 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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.

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§ 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

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§ 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. The Contractor shall proceed promptly with changes in the Work, 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.

§ 7.3 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.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, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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.

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§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or 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 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 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' 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 shutdown, 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 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.

§ 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 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.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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. 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 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 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) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and 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. 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

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.

§ 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;

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.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, a Subcontractor, or a Sub-subcontractor; 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.

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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

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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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 necessary 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 any 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 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 2.5.

§ 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.

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§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 this 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 under 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 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.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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 scheduled construction.

§ 15.1.7 Waiver of 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

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.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, and for loss of profit, except anticipated profit arising directly from the Work.

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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to and binding dispute resolution without a 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 the 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 unless either party requests binding dispute reolution within the time allowed by the Contract Documents.

§ 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.

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§ 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in binding dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.2 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
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Changes to original AIA text

PAGE 38

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution ~~mediation of any Claim~~. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to~~demand mediation~~ and binding dispute resolution without a 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.

§ 15.2.5 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 unless either party requests binding dispute reolution within the time allowed by the Contract Documents. ~~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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 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 15.1.7, 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures 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, and filed with the person or entity administering the mediation. 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~~

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~~parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.3.4 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.~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 15.4.4.12 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in binding dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.23 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Variable Information

PAGE 1

Franklin Community High School

Franklin, IN 46131

Franklin Community School Corporation

998 Grizzly Cub Drive
Franklin, IN 46131

Specialty Engineering Group, LLC

2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:13 CDT on 04/01/2026 under Order No. 20250111033 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Chad Kammerling

(Signed)

Member

(Title)

4/1/2026

(Dated)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131
317-738-5800

and the Contractor:
(Name, legal status, address and other information)

Kammerling Construction LLC
850 N Overstreet Street Franklin, IN 46131
317-738-3622

for the following Project:
(Name, location and detailed description)

Creekside Elementary School
700 E State Rd 44
Franklin, IN 46131
Wall and Roof Repairs

The Architect:
(Name, legal status, address and other information)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214
262-253-4700

The Owner and Contractor agree as follows.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

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TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work may be started May 2026 (tentative start date being May 24, 2026)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Work shall be Substantially Complete no later than July 31, 2026.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Twenty-Eight Thousand Four Hundred Seven Dollars and Five Cents ($ 528,407.05), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternative No.1: Remove and replace shingles on Roof Area 2 with new polymer-modified shingles per Section 07 31 13.	One Hundred Sixty One Thousand Three Hundred Thirty Three Dollars and Five Cents ($161,330.05)
Alternative No.2: Remove and replace sheet metal copings on Roof Areas 3 and 4, in lieu of repairs	Twenty One Thousand Three Hundred Thirty One Dollars ($21,331.00)
Alternative No. 3: Remove and replace shingles on Roof Area 1 with new polymer-modified shingles per Section 07 31 13.	Fifty Five Thousand Eight Hundred Ninety One Dollars ($55,891.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Replacement of brick masonry units	Each	$40.00
Brick masonry repointing	Per square foot	$7.00

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Replacement of existing sealant joints, including proper backer materials	Per linear foot	$16.00
Repair/patching of exterior insulation and finish system (EIFS)	Per square foot	$60.00
Changes to the Work: Percent overhead and profit on the net cost of our own Work	Percentage	20%
Changes to the Work: Percent on the cost of Work done by any Subcontractor	Percentage	15%

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The parties agree that failure to achieve substantial completion of the work within the time allowed herein will result in liquidated damages being imposed against the contractor. Liquidated damages shall be the greater of the actual economic loss sustained by the owner due to contractor's failure to achieve substantial completion of the work on time, or Five Hundred Dollars ($500.00) per day for each day the work remains uncompleted after the date established for substantial completion, whichever amount is greater.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's

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professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

A retainage of 3-percent of the requested amount shall be withheld on each progress payment.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

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§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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William Betts
998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8741

bettsw@franklinschools.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Chad Kammerling
850 N Overstreet Street
Franklin, IN 46131
317-738-3622

Chad@KammerlingConstruction.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Applicable email addresses provided in Article 8

§ 8.7 Other provisions:

Performance Bond, Labor and Material Payment Bond
Certificate of Insurance per Owner's Requirements

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Exhibit "B", attached		

.6 Specifications

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Section	Title	Date	Pages
See Exhibit "B", attached			

.7 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary General Conditions to AIA A201-2017		Two (2) Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Form of Proposal, Exhibit "A", attached,
Specification's Manual Table of Contents, Exhibit "B", attached,
Rate Sheet, Exhibit "C", attached,
This Agreement

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

Chad Kammerling

OWNER *(Signature)*

CONTRACTOR *(Signature)*

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BY: Debbie Gill, Board of Trustees President

(Printed name and title)

BY: Chad Kammerling, Member

(Printed name and title)

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Exhibit "A"

DOCUMENT 00 41 00
BID SUPPLEMENT

THE PROJECT AND THE PARTIES

1.01 TO:

A. Franklin Community School Corporation
   1. Attn: William Betts, Executive Director of Operations

1.02 FOR:

A. Wall and Roof Repairs Project at Creekside Elementary School.
B. STR-SEG Project No. 15756

1.03 DATE: 2/23/22026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name: Kammerling Construction LLC
   1. Address: 850 N Overstreet Street
   2. City, State, Zip: Franklin Indiana 46131
   3. Phone: 317-738-3622
   4. E-mail Address: Chad@kammerlingconstruction.com

1.05 OFFERS

A. Bidder shall take note of *Section 01 21 00 - "Allowances"* for inclusions in the following Bid amounts.
B. **Base Bid:** (Wall and Roof Repairs) Having examined the Place of Work and all matters referred to in Instructions to Bidders and Contract Documents prepared by STR-SEG for the above-mentioned Project, we, the undersigned, hereby offer to enter into a Contract to perform Work for the Sum of:
C. Two Hundred Eighty-Nine Thousand Eight Hundred Fifty Five Dollars & 0 cents

dollars ($289,855.00), in lawful money of the United States of America.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and are irrevocable for 30-days from Bid closing date.
B. If this Bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within 7-days of receipt of Notice of Award.
   2. Furnish the required bonds within 7-days of receipt of Notice of Award.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete Work no later than July 31, 2026.

STR-SEG

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed.

B.	ITEM DESCRIPTION	UNIT QUANTITY	ITEM VALUE
1.	Replacement of brick masonry units	each	$ 40.00
2.	Brick masonry repointing	per square foot	$ 7.00
3.	Replacement of existing sealant joints, including proper backer materials	per linear foot	$ 16.00
4.	Repair/patching of exterior insulation and finish system (EIFS)	per square foot	$ 60.00

1.09 CHANGES TO THE WORK

A. When Owner and Consultant establish that the method of valuation for Changes in Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 20% percent overhead and profit on the net cost of our own Work;
2. 15% percent on the cost of Work done by any subcontractor.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to Bid Documents noted below have been considered and all costs are included in Bid Sum.

1. Addendum # _____ Dated N/A.
2. Addendum # _____ Dated _____.

1.11 BID SUBMITTALS

A. The Undersigned shall submit, enclosed with this Bid Supplement form:

1. An executed Form 96 (Revised 2013), as prescribed by the Indiana State Board of Accounts, including:
   a. Bidder's Financial Statement.
   b. A signed Non-Collusion Affidavit.
2. The necessary Bid Bond, as specified in *Document 00 21 13 - "Instructions to Bidders"*.
3. Current rate sheet covering applicable personnel and equipment, including material purchase price mark-up.
4. The following documents, which are attached following this Bid Supplement form and are considered an integral part of Bid Supplement, and shall be submitted, enclosed with Bid Supplement:
   a. *Document 00 43 23 - "Alternates Form"*: Indicate cost adjustments to the Base Bid.
   b. *Document 00 43 36 - "Proposed Subcontractors Form"*: Include the names of subcontractors and the portions of Work they will perform.
   c. "Statement of Bidder's Qualification/Affirmative Action"; fully executed.
   d. "Certificate as to Corporate Principal"; fully executed.
   e. "E-Verify Affidavit"; fully executed.

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1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of:

B. Kammerling Construction LLC

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Chad Kammerling

F. (Signature) (Corporate Seal)

G. Chad Kammerling Member

H. (Printed Name and Title)

I. Chad Kammerling Chad Kammerling- Member

J. (Signature) (Printed Name and Title)

1.13 IF BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF DOCUMENT

STR-SEG

DOCUMENT 00 43 23
ALTERNATES FORM

PARTICULARS

1.01 The following is the list of Alternatives referenced in Bid submitted by:

1.02 (BIDDER) Kammerling Construction LLC

1.03 TO: (OWNER) Franklin Community School Corporation

1.04 DATED 2/25/2026 **and which is an integral part of Bid Form.**

ALTERNATIVES

2.01 The following amounts shall be added to, or deducted from, Bid Amount. Refer to Section 01 23 00 - "Alternates": Schedule of Alternates.

2.02 ALTERNATIVE No.1: Remove and replace shingles on Roof Area 2 with new polymer-modified shingles per Section 07 31 13.

[ADD] $ 161,330.05

One Hundered sixty-one thousand three hundred & thirty dollars and 0 cents dollars
(written)

2.03 ALTERNATIVE No.2: Remove and replace sheet metal copings on Roof Areas 3 and 4, in lieu of repairs.

[ADD] $ 21,331.00

Twenty One Thousand Three Hundred & Thirty-one Dollars & 0 cents dollars
(written)

2.04 ALTERNATIVE No.3: Remove and replace shingles on Roof Area 1 with new polymer-modified shingles per Section 07 31 13.

[ADD] $ 55,891.00

Fifty-Five Thousand Eight Hundred & Ninety-one Dollars and 0 cents dollars
(written)

ACCEPTANCE OF OWNER

3.01 The numerical order of listing these Alternates may, but does not necessarily, imply their priority. Owner may decide to accept any one, or more, or none of the items listed.

END OF DOCUMENT

STR-SEG

DOCUMENT 00 43 36

PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 Herewith is the List of subcontractors referenced in Bid submitted by:

1.02 (BIDDER) Kammerling Construction LLC

1.03 TO: (OWNER) FRANKLIN COMMUNITY SCHOOL CORPORATION

1.04 The following Work will be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT Masonry

A. SUBCONTRACTOR NAME Deloss Specialties

B. ADDRESS 1122 Deloss Street Indpls In 46203

C. PHONE-FAX-EMAIL 317-419-2777

2.02 WORK SUBJECT EIFS

A. SUBCONTRACTOR NAME M & J Stucco and EIFS

B. ADDRESS 5360 Shelbyville Road Indpls In 46237

C. PHONE-FAX-EMAIL

2.03 WORK SUBJECT

A. SUBCONTRACTOR NAME

B. ADDRESS

C. PHONE-FAX-EMAIL

2.04 WORK SUBJECT

A. SUBCONTRACTOR NAME

B. ADDRESS

C. PHONE-FAX-EMAIL

ACCEPTANCE OF SUBCONTRACTORS

3.01 If Owner has a reasonable and substantial objection to any subcontractor on this list, and refuses, in writing, to accept such person or organization, Bidder may, at their option, withdraw their Bid, or submit an acceptable substitute, with any adjustment to their Bid price occasioned by such substitution, for Owner's consideration.

END OF DOCUMENT

DOCUMENT 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 00 01 10 - Table of Contents
B. 00 01 15 - List of Drawing Sheets
C. 00 11 13 - Notice to Bidders
D. 00 21 13 - Instructions to Bidders
E. 00 31 00 - Available Project Information
F. 00 41 00 - Bid Supplement
    1. INSERT - Certificate as to Corporate Principal
    2. INSERT - Statement of Bidder's Qualification/Affirmative Action
    3. INSERT - E-Verify Affidavit
G. 00 43 36 - Proposed Subcontractors Form
H. 00 50 00 - Contracting Forms and Supplements
I. 00 73 00 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 – GENERAL REQUIREMENTS

A. 01 10 00 - Summary of Work
B. 01 20 00 - Price and Payment Procedures
C. 01 21 00 - Allowances
D. 01 22 00 - Unit Prices
E. 01 30 00 - Administrative Requirements
F. 01 40 00 - Quality Requirements
G. 01 42 16 - Definitions
H. 01 50 00 - Temporary Facilities and Controls
I. 01 60 00 - Product Requirements
J. 01 70 00 - Execution and Closeout Requirements

2.02 DIVISION 04 – MASONRY

A. 04 01 00 – Maintenance of Masonry

2.03 DIVISION 07 – THERMAL AND MOISTURE PROTECTION

A. 07 01 24 - Maintenance of Exterior Insulation and Finish System
B. 07 01 31 - Maintenance of Asphalt Shingle Roofing
C. 07 31 13 - Asphalt Shingles
D. 07 42 13 - Metal Wall Panels
E. 07 62 00 - Sheet Metal Flashing and Trim
F. 07 90 05 - Joint Sealers

2.04 DIVISION 32 – EXTERIOR IMPROVEMENTS

A. 32 01 30 - Site and Landscape Restoration

END OF DOCUMENT

STR-SEG

DOCUMENT 00 01 15
LIST OF DRAWINGS
BOUND HEREIN

TITLE	SHEET NUMBER
COVER SHEET	
DETAIL REFERENCE PLAN	RP-1
ELEVATION REFERENCE PLAN	ER-1
PHOTO ELEVATION REPAIRS	EL-1
PHOTO ELEVATION REPAIRS	EL-2
PHOTO ELEVATION REPAIRS	EL-3
PHOTO ELEVATION REPAIRS	EL-4
PHOTO ELEVATION REPAIRS	EL-5
PHOTO ELEVATION REPAIRS	EL-6
PHOTO ELEVATION REPAIRS	EL-7
PHOTO ELEVATION REPAIRS	EL-8
PHOTO ELEVATION REPAIRS	EL-9
PHOTO ELEVATION REPAIRS	EL-10
COPING EDGE / DIVERTER	A500
LEDGE FLASHING	A501
WALL PANEL HEAD FLASHING	A502
UPPER WALL PANEL FLASHING	A503
UPPER WALL PANEL FLASHING	A504
LOWER WALL PANEL FLASHING	A505
WALL PANEL TO EIFS TERMINATION	A506
GUTTER CLOSURE	A507
COPING EDGE	A508
GUTTER EDGE FLASHING	A509
PARAPET FLASHING	A510
WALL FLASHING	A511
TYPICAL VALLEY FLASHING	A512
RIDGE CAP FLASHING	A513
TYPICAL CURB FLASHING	A514
TYPICAL PIPE FLASHING	A515
METAL FABRICATION	A516

END OF DOCUMENT

Exhibit "C"

KAMMERLING
Construction LLC
Specializing in Roofing and
Sheet Metal Solutions

2/25/2026

Re: Time and Materials list

Additional Materials will have a 8% mark-up above cost
Skilled Roofer 65.00 per hour
Laborer 50.00 per hour
Equipment Operator 60.00 per hour
Skilled Sheet metal installer 74.00 per hour
Sheet Metal Helper 50.00 per hour

Rented equipment- hourly rate as determined by length of time needed

Thank you.
Respectfully,

Chad Kammerling
317-738-3622

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Creekside Elementary School
700 E State Rd 44
Franklin, IN 46131

THE OWNER:
(Name, legal status and address)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131

THE ARCHITECT:
(Name, legal status and address)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

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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, Supplementary and other Conditions), 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 or proposal requirements.

§ 1.1.2 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 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.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 1.3 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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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 Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

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§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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

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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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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 temporary 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 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 to the Owner and the Architect before conditions are disturbed and in no event later than 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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,

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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

§ 3.9.1 The Contractor shall employ a competent 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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

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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 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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.

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§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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 the subcontractors of a Separate Contractor.

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§ 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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.

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§ 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

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§ 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. The Contractor shall proceed promptly with changes in the Work, 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.

§ 7.3 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.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, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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.

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§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or 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 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 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' 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 shutdown, 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 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.

§ 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 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.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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. 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 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 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) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and 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. 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

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.

§ 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;

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.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, a Subcontractor, or a Sub-subcontractor; 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.

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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

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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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 necessary 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 any 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 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 2.5.

§ 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.

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§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 this 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 under 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 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.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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 scheduled construction.

§ 15.1.7 Waiver of 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

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.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, and for loss of profit, except anticipated profit arising directly from the Work.

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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to and binding dispute resolution without a 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 the 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 unless either party requests binding dispute reolution within the time allowed by the Contract Documents.

§ 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.

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§ 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in binding dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.2 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Additions and Deletions Report for
AIA® Document A201® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:42:13 CDT on 04/01/2026.

Changes to original AIA text

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution ~~mediation of any Claim~~. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to~~demand mediation~~ and binding dispute resolution without a 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.

§ 15.2.5 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 unless either party requests binding dispute reolution within the time allowed by the Contract Documents. ~~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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 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 15.1.7, 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures 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, and filed with the person or entity administering the mediation. 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~~

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~~parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 15.3.4 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.~~

~~§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 15.4.4.12 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in binding dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.23 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Variable Information

PAGE 1

Franklin Community High School

Franklin, IN 46131

Franklin Community School Corporation

998 Grizzly Cub Drive
Franklin, IN 46131

Specialty Engineering Group, LLC

2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:42:13 CDT on 04/01/2026 under Order No. 20250111033 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Chad Kammerling

(Signed)

Member

(Title)

4/6/2026

(Dated)

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131
317-738-5800

and the Contractor:
(Name, legal status, address and other information)

Superior Roofing Services, Inc.
P.O. Box 897
Plainfield, IN 46168
317-247-9000

for the following Project:
(Name, location and detailed description)

Franklin Community Middle School
Franklin, IN 46131
Roof Replacement

The Architect:
(Name, legal status, address and other information)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214
262-253-4700

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

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TABLE OF ARTICLES

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3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work may be started in May 2026 (tentative start date being May 24, 2026).

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Work shall be Substantially Complete no later than July 31, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Three Hundred Ten Thousand Eight Hundred Dollars and Zero Cents ($ 1,310,800.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternative No. 1: Replacement of roofing on Roof Areas 9, 10, and 21	Three Hundred Ninety Thousand One Hundred Fifty Five Dollars ($390,155.00)
Alternative No.2: Replacement of roofing on Roof Area 23	Three Hundred Thirty Four Thousand Seven Hundred Eighty Dollars ($334,780.00)
Alternative No. 3: Provide a roof access ladder from Roof Area 17 to Roof Area 18	Five Thousand Nine Hundred Dollars ($5,900.00)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Cash Allowance: For the remediation of latent conditions or other intangibles, during the course of Work, upon Owner's instructions	Fifty Thousand Dollars ($50,000.00)

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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Item	Units and Limitations	Price per Unit ($0.00)
Repair steel roof deck	Per square foot	$5.25
Replacement of steel roof deck	Per square foot	$8.75
Repair of cementitious wood fiber or concrete roof decking	Per square foot	$39.00
Replacement of wet or deteriorated 2-inch polyisocyanurate insulation	Per 4'-0" x 8'-0"	$60.00
Replacement of wet or deteriorated tapered polyisocyanurate insulation	Per board foot	$3.25
Replacement of cast-iron roof drains	Per each	$3,500.00
Changes to the Work: Percent overhead and profit on the net cost of our own Work	Percentage	15%
Changes to the Work: Percent on the cost of Work done by any subcontractor	Percentage	15%

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The parties agree that failure to achieve substantial completion of the work within the time allowed herein will result in liquidated damages being imposed against the contractor. Liquidated damages shall be the greater of the actual economic loss sustained by the owner due to contractor's failure to achieve substantial completion of the work on time, or Five Hundred Dollars ($500.00) per day for each day the work remains uncompleted after the date established for substantial completion, whichever amount is greater.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the

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end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

A retainage of 3-percent of the requested amount shall be withheld on each progress payment.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

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

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

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination

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for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

William Betts
998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8741

bettsw@franklinschools.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Bob Greer
P.O. Box 897
Plainfield, IN 46168

317-247-9000
bgreer@superiorroofing.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Applicable email addresses provdied in Article 8

§ 8.7 Other provisions:

Performance Bond, Labor and Material Payment Bond
Certificate of Insurance per Owner's Requirements

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

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.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Exhibit "B", attached		

.6 Specifications

Section	Title	Date	Pages
See Exhibit "B", attached			

.7 Addenda, if any:

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary General Conditions to AIA A201-2017		Two (2) Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Form of Proposal, Exhibit "A", attached
Specification's Manual Table of Contents, Exhibit "B", attached
This Agreement

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Debbie Gill, Board of Trustees President	BY: Robert A. Greer, CEO
(Printed name and title)	*(Printed name and title)*

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Exhibit "A"

DOCUMENT 00 41 00
BID SUPPLEMENT

THE PROJECT AND THE PARTIES

1.01 TO:

A. Franklin Community School Corporation
   1. Attn: William Betts, Executive Director of Operations

1.02 FOR:

A. Roof Replacement Project at Franklin Community Middle School.
B. STR-SEG Project No. 15894

1.03 DATE: 2/25/2026 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name: Superior Roofing Services, Inc.
   1. Address: PO Box 897
   2. City, State, Zip: Plainfield, IN 46168
   3. Phone: (317) 247-9000
   4. E-mail Address: bgreer@superiorroofing.net

1.05 OFFERS

A. Bidder shall take note of *Section 01 21 00 - "Allowances"* for inclusions in the following Bid amounts.
B. **Base Bid:** (Roof Replacement at Roof Areas 4, 5, 8A, 8B, 12, 13, 17, 18, 20, 22, 25-28, 29, and 31. Having examined the Place of Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by STR-SEG for the above-mentioned Project/s, we, the undersigned, hereby offer to enter into a Contract to perform Work for the Sum of:
C. Five Hundred Seventy Nine Thousand, Nine Hundred Sixty Five.

dollars ($ 579,965 00), in lawful money of the United States of America.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and are irrevocable for 30-days from Bid closing date.
B. If this Bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within 7-days of receipt of Notice of Award.
   2. Furnish the required bonds within 7-days of receipt of Notice of Award.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete Work no later than July 31, 2026.

STR-SEG

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed.

B. ITEM DESCRIPTION	UNIT QUANTITY	ITEM VALUE
1. Repair of steel roof deck	per square foot	$ 5.25
2. Replacement of steel roof deck	per square foot	$ 8.75
3. Repair of cementitious wood fiber or concrete roof decking	per square foot	$ 39.00
4. Replacement of wet or deteriorated 2-inch polyisocyanurate insulation	per 4'-0" x 8'-0" board	$ 60.00
5. Replacement of wet or deteriorated tapered polyisocyanurate insulation	per board foot	$ 3.25
6. Replacement of cast-iron roof drains	per each	$ 3,500.00

1.09 CHANGES TO THE WORK

A. When Owner and Consultant establish that the method of valuation for Changes in Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 15 percent overhead and profit on the net cost of our own Work;
2. 15 percent on the cost of Work done by any subcontractor.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to Bid Documents noted below have been considered and all costs are included in Bid Sum.

1. Addendum # 0 Dated _____.
2. Addendum # _____ Dated _____.

1.11 BID SUBMITTALS

A. The Undersigned shall submit, enclosed with this Bid Supplement form:

1. An executed Form 96 (Revised 2013), as prescribed by the Indiana State Board of Accounts, including:
   a. Bidder's Financial Statement.
   b. A signed Non-Collusion Affidavit.
2. The necessary Bid Bond, as specified in *Document 00 21 13 - "Instructions to Bidders"*.
3. Current rate sheet covering applicable personnel and equipment, including material purchase price mark-up.
4. The following documents, which are attached following this Bid Supplement form and are considered an integral part of Bid Supplement, and shall be submitted, enclosed with Bid Supplement:
   a. *Document 00 43 23 - "Alternates Form":* Indicate cost adjustments to the Base Bid.
   b. *Document 00 43 36 - "Proposed Subcontractors Form":* Include the names of subcontractors and the portions of Work they will perform.
   c. "Statement of Bidder's Qualification/Affirmative Action"; fully executed.
   d. "Certificate as to Corporate Principal"; fully executed.
   e. "E-Verify Affidavit"; fully executed.

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1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of:

B. Superior Roofing Services, Inc

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Robert A. Greer

F. (Signature) (Corporate Seal)

G. Robert A. Greer, CEO

H. (Printed Name and Title)

I. _____

J. (Signature) (Printed Name and Title)

1.13 IF BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF DOCUMENT

STR-SEG

DOCUMENT 00 43 23
ALTERNATES FORM

PARTICULARS

1.01 The following is the list of Alternatives referenced in Bid submitted by:

1.02 (BIDDER) Superior Roofing Services, Inc.

1.03 TO: (OWNER)Franklin Community School Corporation

1.04 DATED 2/25/2026 **and which is an integral part of Bid Supplement.**

ALTERNATIVES

2.01 The following amounts shall be added to, or deducted from, Bid Amount. Refer to *Section 01 23 00 - "Alternates"*: Schedule of Alternates.

2.02 ALTERNATIVE No.1: Replacement of roofing on Roof Areas 9, 10, and 21:

(ADD) [DEDUCT] $ 390,155 00
(BIDDER TO CIRCLE ONE)

Three Hundred Ninety Thousand, One Hundred Fifty Five . dollars
(written)

2.03 ALTERNATIVE No.2: Replacement of roofing on Roof Area 23:

(ADD) [DEDUCT] $ 334,780 00
(BIDDER TO CIRCLE ONE)

Three Hundred Thirty Four Thousand, Seven Hundred Eighty. dollars
(written)

2.04 ALTERNATIVE No.3: Provide a roof access ladder from Roof Area 17 to Roof Area 18:

(ADD) [DEDUCT] $ 5,900 00
(BIDDER TO CIRCLE ONE)

Five Thousand, Nine Hundred. dollars
(written)

ACCEPTANCE OF OWNER

3.01 The numerical order of listing these Alternates may, but does not necessarily, imply their priority. Owner may decide to accept any one, or more, or none of the items listed.

END OF DOCUMENT

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DOCUMENT 00 43 36
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 Herewith is the List of subcontractors referenced in Bid submitted by:

1.02 (BIDDER) Superior Roofing Services, Inc.

1.03 TO: (OWNER) FRANKLIN COMMUNITY SCHOOL CORPORATION

1.04 The following Work will be performed (or provided) by Subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT N/A

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.02 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.03 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.04 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

ACCEPTANCE OF SUBCONTRACTORS

3.01 If Owner has a reasonable and substantial objection to any subcontractor on this list, and refuses, in writing, to accept such person or organization, Bidder may, at their option, withdraw their Bid, or submit an acceptable substitute, with any adjustment to their Bid price occasioned by such substitution, for Owner's consideration.

END OF DOCUMENT

DOCUMENT 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 00 01 10 - Table of Contents
B. 00 01 15 - List of Drawing Sheets
C. 00 11 13 - Notice to Bidders
D. 00 21 13 - Instructions to Bidders
E. 00 31 00 - Available Project Information
F. 00 41 00 - Bid Supplement
    1. INSERT - Certificate as to Corporate Principal
    2. INSERT - Statement of Bidder's Qualification/Affirmative Action
    3. INSERT - E-Verify Affidavit
G. 00 43 23 - Alternates Form
H. 00 43 36 - Proposed Subcontractors Form
I. 00 50 00 - Contracting Forms and Supplements
J. 00 60 00 - Project Forms
    1. INSERT - ANSI/SPRI FX-1 (Mechanical Pull Test)
    2. INSERT - ANSI/SPRI 1A-A (Adhesive Pull Test)
K. 00 73 00 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 01 10 00 - Summary of Work
B. 01 20 00 - Price and Payment Procedures
C. 01 21 00 - Allowances
D. 01 22 00 - Unit Prices
E. 01 23 00 - Alternates
F. 01 30 00 - Administrative Requirements
G. 01 40 00 - Quality Requirements
H. 01 42 16 - Definitions
I. 01 50 00 - Temporary Facilities and Controls
J. 01 60 00 - Product Requirements
K. 01 70 00 - Execution and Closeout Requirements

2.02 DIVISION 03 -- CONCRETE

A. 03 01 30 - Maintenance of Concrete Roof Deck
B. 03 51 13 - Maintenance of Cementitious Wood Fiber Roof Deck

2.03 DIVISION 05 -- METALS

A. 05 01 30 - Maintenance of Steel Roof Decking

2.04 DIVISION 06 -- WOODS, PLASTICS, AND COMPOSITES

A. 06 10 53 - Miscellaneous Rough Carpentry

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2.05 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

A. 07 01 50.19 - Preparation for Re-Roofing
B. 07 53 23 - EPDM Single-Ply Roofing
C. 07 62 00 - Sheet Metal Flashing and Trim
D. 07 72 00 - Roof Accessories
E. 07 72 02 - Roof Access Ladders
F. 07 90 05 - Joint Sealers

2.06 DIVISION 22 -- PLUMBING

A. 22 14 26 - Storm Water Drainage

2.07 DIVISION 32 -- EXTERIOR IMPROVEMENTS

A. 32 01 30 - Site and Landscape Restoration

END OF DOCUMENT

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DOCUMENT 00 01 15
LIST OF DRAWINGS
BOUND HEREIN

TITLE	SHEET NUMBER
COVER SHEET	
ROOF PLAN	A100
DETAIL REFERENCE PLAN	A101
DETAIL REFERENCE PLAN	A102
DETAIL REFERENCE PLAN	A103
DETAIL REFERENCE PLAN	A104
WIND UPLIFT PLAN	A105
WIND UPLIFT PLAN	A106
PARAPET FLASHING	A500
AREA DIVIDER FLASHING	A501
PARAPET FLASHING	A502
WALL FLASHING	A503
WALL FLASHING	A504
WALL EXPANSION JOINT FLASHING	A505
PARAPET FLASHING	A506
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WALL FLASHING	A510
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TITLE	SHEET NUMBER
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SPLASH BLOCK	A544
LADDER SUPPORT FLASHING	A545
METAL FABRICATION	A546

END OF DOCUMENT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Franklin Community Middle School
Franklin, IN 46131

THE OWNER:
(Name, legal status and address)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131

THE ARCHITECT:
(Name, legal status and address)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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5 SUBCONTRACTORS

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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, Supplementary and other Conditions), 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 or proposal requirements.

§ 1.1.2 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 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.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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.

§ 1.3 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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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 Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 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.

§ 2.3.2 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.

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

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§ 2.3.4 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.

§ 2.3.5 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.

§ 2.3.6 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.

§ 2.4 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.

§ 2.5 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 notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

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 its 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 2.3.4, 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

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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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 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 temporary 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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.

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§ 3.5 Warranty

§ 3.5.1 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 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 to the Owner and the Architect before conditions are disturbed and in no event later than 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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,

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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

§ 3.9.1 The Contractor shall employ a competent 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.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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.

§ 3.12.10.1 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and 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 the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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

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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 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.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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.

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§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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 the subcontractors of a Separate Contractor.

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§ 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 that the Contractor, by these Contract 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; 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.

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§ 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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.

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§ 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. The Contractor shall proceed promptly with changes in the Work, 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.

§ 7.3 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.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, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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.

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§ 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 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.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and 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 supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers 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;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 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 supplier 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 Contractor shall reflect such payment on its next Application 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 Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or 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 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 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' 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 shutdown, 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 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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.

§ 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 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.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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. 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 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 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) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and 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. 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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.

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.

§ 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;

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.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, a Subcontractor, or a Sub-subcontractor; 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.

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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

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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 by the amount of the Contractor's reasonable additional costs of shutdown, 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 necessary 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 any 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 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 2.5.

§ 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.

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§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

§ 13.4.4 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.

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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 reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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 this 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 under 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 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.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

§ 15.1.6.2 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 scheduled construction.

§ 15.1.7 Waiver of 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

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.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, and for loss of profit, except anticipated profit arising directly from the Work.

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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to binding dispute resolution without a 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 the 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 unless either party requests binding dispute resolution within the time allowed by the Contract Documents.

§ 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.

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§ 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.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded.. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.2 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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Changes to original AIA text

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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 binding dispute resolution~~mediation of any Claim~~. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may proceed to ~~demand mediation and~~ binding dispute resolution without a 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.

§ 15.2.5 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 unless either party requests binding dispute resolution within the time allowed by the Contract Documents ~~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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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~~**§ 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 15.1.7, 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 administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures 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, and filed with the person or entity administering the mediation. 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~~

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~~parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~

~~**§ 15.3.4** 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.~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 15.4.4.1~~2~~ Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder in dispute resolution persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded. ~~in arbitration, provided that the party sought to be joined consents in writing to such joinder~~. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.2~~3~~ The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Variable Information

PAGE 1

Franklin Community Middle School

Franklin, IN 46131

Franklin Community School Corporation

998 Grizzly Cub Drive
Franklin, IN 46131

Specialty Engineering Group, LLC

2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:50:09 CDT on 03/31/2026 under Order No. 20250111033 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

Robert A. Green
(Signed)

CEO
(Title)

4/3/2026
(Dated)

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FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

Professional Development / Conference
Employee Travel Request Form

Building: ___Transportation_____

Name(s): 1. __Joe Hougland_____ 2. _____

3. __Traci Cox_____ 4. _____

5. _____ 6. _____

Event / Conference: __STAI Conference_____

Travel Destination (City/State): _FT Wayne_____

Date(s): Leave: _6-23_____ Return: __6-24_____

Registration Approximate **Total Cost**: $_500_____ / $__250_____ per person

Hotel Approximate **Total Cost**: $__308_____ / $_154_____ per person

Flight Approximate **Total Cost**: $_____ / $_____ per person

Car Rental Approximate Cost: $__0 (we request to take FCSC mini van_____

Pre-Travel Approval Signatures

Principal: _____ Date: _____

Superintendent: _____ Date: 3/24/26

FCS Board of School Trustees: _____ Date: 4/13/26

Grant Writer: Amy Gatewood

Grant Manager: Club Academy

School/Department: Phone:

Fax:

Email: gatewooda@franklinschools.org

Grant Summary Sheet

Submit completed form to:
Cammy Hoffman
Assistant Deputy Treasurer

Not less than 3 weeks prior to application deadline

Phone: 346-8748

GRANT DESCRIPTION

Funding Agency: Tri Kappa

Funding Agency Website:

Project Title:

Funding Source:
- ☐ State
- ☐ Federal
  Indirect Cost: $
- ☒ Foundation
- ☐ Other:

Grant type:
- ☒ New
- ☐ Continuation

App. Deadline:	Award Date:	Project Start Date:	Project End Date:

Project Targets:
(Check all that apply)
- ☒ Reading
- ☐ Math
- ☐ Writing
- ☐ Science
- ☐ Social Studies
- ☐ Art
- ☐ Technology
- ☐ Other (List Below)

Check all pertinent budget items included in project:
- ☐ Salaries (i.e. Stipends, substitutes, etc.)
- ☐ Additional staff List:
- ☐ Benefits (Must be included with salaries)
- ☐ Consultants
- ☐ Purchase/Maintenance Agreements
- ☐ Travel
- ☐ Materials/Supplies
- ☐ Technology - Computers/Software
- ☐ Transportation (Student)
- ☐ Equipment/Furniture
- ☐ Facilities

Amount of Funding Requested:
$ 500.00

Required Signatures:
- ☐ Principal
- ☐ Superintendent
- ☐ Other (List Below)

☐ Matching Funds/In-Kind Cont. (List below)

Identify any District obligations after funding ends:

Summarize the overall purpose of the grant and indicate how this grant will support your school improvement plan and/or District Strategic Plan

I would like to purchase storytelling boards, puppets, and books to create an engaging literacy, music, and dramatic play area.

The information provided accurately represents the intended project:		Approved:	
Grant Writer/Manager	Date: 3/24/26	Principal or Administrator	Date: 3/25/26
Reviewed by:		Approved:	
Business Office	Date	Superintendent	Date: 4/8/26

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-fourth day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Franklin Community School Corporation
998 Grizzly Cub Drive
Franklin, IN 46131
317-738-5800

and the Contractor:
(Name, legal status, address and other information)

Howard Asphalt LLC dba Howard Companies
2916 Kentucky Avenue
Indianapolis, IN 46221
317-849-9666

for the following Project:
(Name, location and detailed description)

FCSC - Franklin Community Middle School, Franklin Community High School & Needham Elementary School
Multiple locations
Hardscape Improvements

The Architect:
(Name, legal status, address and other information)

Specialty Engineering Group, LLC
2647 Waterfront Parkway East Drive Suite 185
Indianapolis, IN 46214
262-253-4700

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, 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.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Work may be started in May 2026 (tentative start date being May 24, 2026)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Work shall be Substantially Complete no later than July 31, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Sixty Nine Thousand Four Hundred Ninety-Eight Dollars and Fifty Cents ($ 269,498.50), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not accepted	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Mill and overlay (1.5-inch asphalt)	Per square foot	$1.50
Mill and overlay (4-inch asphalt)	Per square foot	$5.00
Scaling of concrete cracks	Per lineal foot	$4.20
Crackfilling	Per lineal foot	$0.75.75
Base stabilization with dense-graded aggregate base course (DGAB)	Per ton of stone	$100.00
Installation of geogrid fabric	Per square foot	$10.00
Construction of additional 11-foot-wide asphalt pavement trail	Per linear foot	$150.00

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Changes to the Work: Percent overhad and profit on the net cost of our own Work	Percentage	10%
Changes to the Work: Percent on the coast of Work done by any subcontractor	Percentage	10%

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The parties agree that failure to achieve substantial completion of the work within the time allowed herein will result in liquidated damages being imposed against the contractor. Liquidated damages shall be the greater of the actual economic loss sustained by the owner due to contractor's failure to achieve substantial completion of the work on time, or Five Hundred Dollars ($500.00) per day for each day the work remains uncompleted after the date established for substantial completion, whichever amount is greater.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. 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 of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

A retainage of 3-percent of the requested amount shall be withheld on each progress payment

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

None

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0.00 %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this 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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

William Betts

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998 Grizzly Cub Drive
Franklin, IN 46131
317-346-8741

bettsw@franklinschools.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Luke Blanton
2916 Kentucky Avenue
Indianapolis, IN 46221
317-849-9666

lblanton@howardcompanies.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Applicable email addresses provided in Article 8

§ 8.7 Other provisions:

Performance Bond, Labor and Material Payment Bond
Certificate of Insurance per Owner's Requirements

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See Exhibit "B", attached		

.6 Specifications

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Section	Title	Date	Pages
See Exhibit "B", attached			

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	February 20, 2026	One (1) Page and attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 73 00	Supplementary General Conditions to AIA A210-2017		Two (2) Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Contractor's Form of Proposal, Exhibit "A:, attached
Specification Manual Table of Contents, Exhibit "B", attached
Rate Sheet, Exhibit "C", attached
This Agreement

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

OWNER *(Signature)*

CONTRACTOR *(Signature)*

JOSH DILLON
DIR OF PRECONSTRUCTION

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BY: Debbie Gill, Board of Trustees President

(Printed name and title)

BY: Josh Dillon, Director of Preconstruction

(Printed name and title)

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User Notes: (69c2b3466a68692170c820d9)

STR-SEG

Exhibit "A"

DOCUMENT 00 41 00
BID SUPPLEMENT

THE PROJECT AND THE PARTIES

1.01 TO:

A. Franklin Community School Corporation
   1. Attn: William Betts, Executive Director of Operations

1.02 FOR:

A. Hardscape Improvements Project at Franklin Comm. M.S., Franklin Comm. H.S. and Needham E.S.
B. STR-SEG Project No. 15906

1.03 DATE: 2/25/26 **(BIDDER TO ENTER DATE)**

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name: Howard Asphalt LLC dba Howard Companies
   1. Address: 2916 Kentucky Ave.
   2. City, State, Zip: INDPLS. IN 46221
   3. Phone: 317-849-9666
   4. E-mail Address: lblanton@howardcompanies.com

1.05 OFFERS

A. **BASE BID:** Having examined the Place of Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by STR-SEG for the above-mentioned Project/s, we, the undersigned, hereby offer to enter into a Contract to perform Work for the Sum of:

B. Two hundred sixy-nine thousand four hundred ninety-eight dollars & fifty cents

dollars ($ 269,498.50), in lawful money of the United States of America.

1.06 ACCEPTANCE OF BASE BIDS

A. These offers shall be open to acceptance and are irrevocable for 30-days from Bid closing date.
B. If this Bid is accepted by Owner within the time period stated above, we will:
   1. Execute the Agreement within 7-days of receipt of Notice of Award.
   2. Furnish the required bonds within 7-days of receipt of Notice of Award.

1.07 CONTRACT TIME

A. If this Bid is accepted, we will complete Work no later than July 31, 2026.

STR-SEC

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed.

B.

	ITEM DESCRIPTION	UNIT QUANTITY	ITEM VALUE
1.	Mill and overlay (1.5-inch asphalt)	per square foot	$ 1.50 per SF
2.	Mill and overlay (4-inch asphalt)	per square foot	$ 5.00 per SF
3.	Sealing of concrete cracks	per lineal foot	$ 4.20 per LF
4.	Crackfilling	per lineal foot	$ 0.75 per LF
5.	Base stabilization with dense-graded aggregate base course (DGAB)	per ton of stone	$ 100.00 per TON
6.	Installation of geogrid fabric	per square foot	$ 10.00 per SF
7.	Construction of additional 11-foot-wide asphalt pavement trail	per linear foot	$ 150.00 per LF

1.09 CHANGES TO THE WORK

A. When Owner and Consultant establish that the method of valuation for Changes in Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

1. 10 percent overhead and profit on the net cost of our own Work;
2. 10 percent on the cost of Work done by any subcontractor.

1.10 ADDENDA

A. The following Addenda have been received. The modifications to Bid Documents noted below have been considered and all costs are included in Bid Sum.

1. Addendum # 1 Dated 2/20/26.
2. Addendum # _____ Dated _____.

1.11 BID SUBMITTALS

A. The Undersigned shall submit, enclosed with this Bid Supplement form:

1. An executed Form 96 (Revised 2013), as prescribed by the Indiana State Board of Accounts, including:
   a. Bidder's Financial Statement.
   b. A signed Non-Collusion Affidavit.
2. The necessary Bid Bond, as specified in *Document 00 21 13 - "Instructions to Bidders"*.
3. Current rate sheet covering applicable personnel and equipment, including material purchase price mark-up.
4. The following documents, which are attached following this Bid Supplement form and are considered an integral part of Bid Supplement, and shall be submitted, enclosed with Bid Supplement:
   a. *Document 00 43 23 - "Alternates Form"*: Indicate cost adjustments to the Base Bid.
   b. *Document 00 43 36 - "Proposed Subcontractors Form"*: Include the names of subcontractors and the portions of Work they will perform.
   c. *"Statement of Bidder's Qualification/Affirmative Action"*; fully executed.
   d. *"Certificate as to Corporate Principal"*; fully executed.
   e. "E-Verify Affidavit"; fully executed.

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1.12 BID FORM SIGNATURE(S)

A. The Corporate Seal of:

B. Howard Asphalt LLC dba Howard Companies

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____

F. (Signature) (Corporate Seal)

G. Luke Blanton, Estimator

H. (Printed Name and Title)

I. _____

J. (Signature)

Chris Bowles, Pre-Construction Coordinator

(Printed Name and Title)

CHRIS BOWLES
Marion County
NOTARY PUBLIC
Commission Number
NP0765840
NOTARY SEAL
My Commission Expires
SEPTEMBER 3, 2023
STATE OF INDIANA

1.13 IF BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF DOCUMENT

STR-SEG

SECTION 00 43 23
ALTERNATES FORM

PARTICULARS

1.01 The following is the list of Alternatives referenced in Bid submitted by:

1.02 (BIDDER) Howard Asphalt LLC dba Howard Companies

1.03 TO: (OWNER) Franklin Community School Corporation

1.04 DATED 2/25/26 **and which is an integral part of Bid Supplement.**

ALTERNATIVES

2.01 The following amounts shall be added to, or deducted from, Bid Amount. Refer to *Section 01 23 00 - "Alternates"*: Schedule of Alternates.

2.02 ALTERNATIVE No. 1: Provide cost to include provide of 11-foot-wide asphalt trail, at location indicated on Contract Drawings.

[ADD] $ 47,500.00

Forty-seven thousand five hundred dollars

(written)

ACCEPTANCE OF OWNER

3.01 The numerical order of listing these Alternates may, but does not necessarily, imply their priority. Owner may decide to accept any one, or more, or none of the items listed.

END OF DOCUMENT

STR-SEG

DOCUMENT 00 43 36
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 Herewith is the List of subcontractors referenced in Bid submitted by:

1.02 (BIDDER) Howard Asphalt LLC dba Howard Companies

1.03 TO: (OWNER) FRANKLIN COMMUNITY SCHOOL CORPORATION

1.04 The following Work will be performed (or provided) by subcontractors and coordinated by us:

LIST OF SUBCONTRACTORS

2.01 WORK SUBJECT Concrete Joint Sealant & Saw Cutting

A. SUBCONTRACTOR NAME ABC Cutting Contractors Inc.

B. ADDRESS 5200 Warrior Trl, Whiteland, IN 46184

C. PHONE-FAX-EMAIL 317-885-8989

2.02 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.03 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

2.04 WORK SUBJECT _____

A. SUBCONTRACTOR NAME _____

B. ADDRESS _____

C. PHONE-FAX-EMAIL _____

ACCEPTANCE OF SUBCONTRACTORS

3.01 If Owner has a reasonable and substantial objection to any subcontractor on this list, and refuses, in writing, to accept such person or organization, Bidder may, at their option, withdraw their Bid, or submit an acceptable substitute, with any adjustment to their Bid price occasioned by such substitution, for Owner's consideration.

END OF DOCUMENT

STR-SEG

Exhibit "B"

DOCUMENT 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

A. 00 01 10 - Table of Contents
B. 00 01 15 - List of Drawing Sheets
C. 00 11 13 - Notice to Bidders
D. 00 21 13 - Instructions to Bidders
E. 00 31 00 - Available Project Information.
   1. INSERT - Core Samples to be provided
F. 00 41 00 - Bid Supplement
   1. INSERT - Certificate as to Corporate Principal
   2. INSERT - Statement of Bidder's Qualification/Affirmative Action
   3. INSERT - E-Verify Affidavit
G. 00 43 23 - Alternates Form
H. 00 43 36 - Proposed Subcontractors Form
I. 00 50 00 - Contracting Forms and Supplements
J. 00 73 00 - Supplementary Conditions

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 01 10 00 - Summary of Work
B. 01 20 00 - Price and Payment Procedures
C. 01 22 00 - Unit Prices
D. 01 23 00 - Alternates
E. 01 30 00 - Administrative Requirements
F. 01 40 00 - Quality Requirements
G. 01 42 16 - Definitions
H. 01 50 00 - Temporary Facilities and Controls
I. 01 60 00 - Product Requirements
J. 01 70 00 - Execution and Closeout Requirements

2.02 DIVISION 02 -- EXISTING CONDITIONS

A. 02 41 00 - Site Demolition

2.03 DIVISION 31 -- EARTHWORK

A. 31 23 13 - Excavation and Fill

2.04 DIVISION 32 -- EXTERIOR IMPROVEMENTS

A. 32 01 30 - Site and Landscape Restoration
B. 32 05 19 - Geogrid Reinforcement
C. 32 11 23 - Aggregate Base Course
D. 32 12 16 - Bituminous Concrete Paving
E. 32 12 36.16 - Pavement Crackfilling and Sealcoating

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DIVISION 32 -- EXTERIOR IMPROVEMENTS (CONT'D)

A. 32 13 13 - Portland Cement Concrete Paving
B. 32 17 23.13 - Painted Pavement Markings

END OF DOCUMENT

STR-SEG

DOCUMENT 00 01 15
LIST OF DRAWINGS
BOUND HEREIN

TITLE	SHEET NUMBER
COVER SHEET	
SITE REPAIR PLAN – FRANKLIN COMMUNITY MIDDLE SCHOOL	C100
SITE REPAIR PLAN – FRANKLIN COMMUNITY HIGH SCHOOL	C101
SITE REPAIR PLAN – NEEDHAM ELEMENTARY SCHOOL	C102
DETAILS	C500
DETAILS	C501
DETAILS	C502

END OF DOCUMENT

Exhibit "C"

HOWARD COMPANIES

TIME & MATERIAL RATES 2026

(LABOR, EQUIPMENT, TRUCKING, MATERIAL)

TYPE	DESCRIPTION	UNIT	RATE
	TRUCKS AND EQUIPMENT		
BACKHOE	John Deere / CAT 420	Hourly	$ 145.00
EXCAVATOR	CAT 308	Hourly	$ 205.00
EXCAVATOR	CAT 308 With Breaker	Hourly	$ 240.00
EXCAVATOR	Cat 320	Hourly	$ 285.00
HYDRO EXCAVATOR	With One-Man Crew	Hourly	$ 420.00
SKIDSTEER	With Bucket	Hourly	$ 140.00
SKIDSTEER	With Broom Box	Hourly	$ 185.00
SKIDSTEER	With Milling Head	Hourly	$ 195.00
SKIDSTEER	With Breaker	Hourly	$ 210.00
GRADER	Lee Boy Grader	Hourly	$ 185.00
GRADER	CAT 140 Grader	Hourly	$ 230.00
DOZER	CAT D5/D2	Hourly	$ 185.00
POWER BROOM	Broce Self Propelled	Hourly	$ 150.00
ROLLER	Vibratory, Stone	Hourly	$ 150.00
ROLLER 8-12 TON	Vibratory, Asphalt	Hourly	$ 150.00
ROLLER 3-6 TON	Vibratory, Asphalt	Hourly	$ 130.00
PAVER	CAT 555 or Weiler	Hourly	$ 485.00
PAVER	CAT 1055	Hourly	$ 525.00
CURB MACHINE	Gomaco - GT 3600	Hourly	$ 285.00
MILLING MACHINE	CAT 7-Foot	Hourly	$ 950.00
MILLING MACHINE	CAT 4-Foot	Hourly	$ 850.00
DUMP TRUCK	Tri Axle	Hourly	$ 160.00
DUMP TRUCK	Single Axle	Hourly	$ 110.00
DUMP TRUCK	Single Axle With Trailer	Hourly	$ 115.00
DISTRIBUTOR TRUCK	Spray Asphalt Tack	Hourly	$ 240.00
LOWBOY	Tractor and trailer	Hourly	$ 200.00
PICKUP TRUCK	Ford F-150	Hourly	$ 55.00
TOOL TRUCK	Ford F-450/550	Hourly	$ 90.00
SMALL TOOLS	Plate Compactor	Hourly	$ 50.00
SMALL TOOLS	Chop Saw	Hourly	$ 50.00
SMALL TOOLS	Concrete Vibrator	Hourly	$ 60.00
	MATERIALS		
GEOGRID	Tensar BX 1100	Syd	$ 4.00
GEOGRID	Tensar TX 160	Syd	$ 8.00
STONE	No. 2 (INDOT/Commercial)	Ton	$ 38.00/32.00
STONE	No. 53 (INDOT/Commercial)	Ton	$ 38.00/32.00
ASPHALT	25.0mm Base (Type B)	Ton	$ 81.00
ASPHALT	19.0mm Intermediate (Type B)	Ton	$ 87.00
ASPHALT	9.5mm Surface (Type B)	Ton	$ 93.00
CONCRETE	Flowable Fill - Less than 4 cyd	Cyd	$ 255.00
CONCRETE	Flowable Fill - More than 4 cyd	Cyd	$ 210.00
CONCRETE	4000 PSI - Less than 4 cyd	Cyd	$ 285.00
CONCRETE	4000 PSI - More than 4 cyd	Cyd	$ 225.00
CONCRETE	Rebar Cage	Ea	$ 300.00
CONCRETE	Forming Material	Lsum	TBD
ARROW BOARD		Ea/Day	$ 110.00
TRAFFIC BARREL/CONE		Ea/Day	$ 2.00
TRAFFIC SIGN		Ea/Day	$ 5.00
	LABOR		
LABORER		Hourly	$ 75.00
FLAGMAN		Hourly	$ 79.00
FINISHER		Hourly	$ 89.00
OPERATOR		Hourly	$ 94.00
DRIVER		Hourly	$ 79.00
FOREMAN		Hourly	$ 99.00
ENGINEER		Hourly	$ 145.00
SUPERVISOR		Hourly	$ 160.00
PROJECT MANAGER		Hourly	$ 190.00
	MISC		
SAWCUT	Minimum charges apply	Lft	$ 4.00
CAULKING CONCRETE	Minimum charges apply	Lft	$ 5.00
CRACKFILL ASPHALT	Minimum charges apply	Lft	$ 3.25
DUMP FEE		Ea	$ 300.00

QUALIFICATIONS:

- *All rates are based on weekdays and standard work hours Overtime and weekends will require additional fees.
- *All dump truck rates include driver
- *There is a (4) hour minimum charge on all labor, equipment, and trucks
- *Load quantity minimums as applicable
- *This list may not be inclusive of all required labor, materials, truck, and equipment and is subject to additions, deletions, and revisions

Indiana Online Academy Contract

Thank you for choosing Indiana Online to support and serve your students.

If you have any questions, contact the Indiana Online Outreach Specialist at ajones@indianaonline.org or call 463-276-7847 during business hours.

General Information

Pending Board Approval

Yes

District Name

Franklin Community Schools

List any school this contract applies to:

Franklin Community Virtual School; Franklin Community High School; Franklin Community Middle School

ESC Membership Status

CIESC Member District

Academy

Terms and Conditions

- Indiana Online is a curriculum provider, a program for schools to utilize, and is not a school. The District/School continues to maintain all responsibilities vested to them under State and Federal rules, laws, and regulations. Students participating in the Indiana Online Academy program continue to be an active student at their District/School. The District/School will continue to maintain all aspects of the student's education including but not limited to all state testing, tracking courses for graduation, and monitoring student attendance. The District/School is responsible for providing updated points of contact for the Indiana Online

Student Information System. These points of contact will monitor student progress and attendance and pull scores for the courses the student is enrolled in through the Indiana Online Academy program.

- Indiana Online will maintain all personal student identifying information confidential and will comply with all federal, state, and local concerning non-disclosure of confidential information. Indiana Online will comply with FERPA and all Indiana Online policies.
- The School of Record maintains the legal responsibility for students with accommodations including all provisions/service minutes documented in an IEP, 504, or ILP.
- Indiana Online supports the "virtual education program" as defined by IC 20-19-9-1.
- By signing this contract, the District/School assumes the costs for all Academy course enrollments and will comply with **IC 20-19-9-1 through IC 20-19-9-6**.
- Students will be responsible for creating their accounts within the Indiana Online student information system or the school will complete the Academy's CSV file template for bulk upload of students in need of an account and submit it to the Indiana Online administration.
- The school will be responsible for providing student course requests and completing the Indiana Online Academy registration process for enrollment.
- Indiana Online will be responsible for enrolling students in course sections based on course request approval. Requests that are not approved by the counselor of record by the "Registration Closed" date posted on the Indiana Online Academic Calendar will be denied by Indiana Online.
- Registration for each term will close per the "Registration Closed" date posted on the Indiana Online Academic Calendar. **There will be no exceptions made for late registration after the posted "Registration Closed" date.**
- The District/School shall not actively market or promote using the Indiana Online Academy program to recruit students who reside outside the legal settlement of the District/School from the date of the contract submission unless otherwise discussed with the Indiana Online Director. Any violation of this term and condition may result in CIESC, using its sole discretion, terminating the agreement with the District/School.
    - The District/School can post that their virtual program is being powered by the Indiana Online Academy program on their website.
- Discounts are available if a District/School meets the course enrollment thresholds during the billing periods specified below. The invoice sent by the Indiana Online Business Coordinator will reflect the discounted pricing for the course enrollments in that billing period **only**. Course enrollments that are District/School pay will only count towards the course enrollment thresholds. For specific discount pricing, reference the Indiana Online Pricing Structure.

Billing Periods

- Fall Semester - Billed late November
- Spring Semester - Billed late April
- August Trimester - Billed early October

- November Trimester - Billed early January
- February Trimester - Billed late April

Discounted Pricing Course Enrollment Thresholds per Semester/Trimester

- 25-74 course enrollments
- 75+ course enrollments

- A $50 fee is assessed for courses that are dropped by written request from the counselor of record for the student within the three week drop deadline specified on the Indiana Online Academic Calendar.
- Course enrollments that are dropped after the three week drop deadline as posted on the Indiana Online Academic Calendar will be charged the full course cost.
- Either party can terminate the contract by giving the other party sixty (60) days written notice describing the reason for termination. Termination notice should be sent to the Indiana Online Director.
    - If terminated by the District/School prior to the term start date posted on the Indiana Online Academic Calendar, there will be **no** charge to the District/School.
    - If terminated by the District/School after the term start date posted on the Indiana Online Academic Calendar, but prior to the three week drop deadline, a **$50 incomplete enrollment tuition fee** will be charged to the District/School for each course enrollment and billed within 30 days of the termination.
    - If terminated by the District/School after the three week drop deadline posted on the Indiana Online Academic Calendar, the District/School will be charged the **full enrollment tuition fee for each course enrollment** within 30 days of the termination.

I have reviewed and agree to the Terms & Conditions outlined above.

I acknowledge and agree

I have reviewed and agree to the Indiana Online Pricing Structure and Billing Periods.

I acknowledge and agree

I agree to follow all Indiana Code requirements.

I acknowledge and agree

Licensing and Media

Indiana Online retains all rights and licensing for the Indiana Online logo and information regarding our Academy program. The Indiana Online Academy name and logo may only be used for promotion within the School/District legal settlement.

Indiana Online will provide branded marketing materials to the District/School upon request. Only the provided materials can be used for advertising the Indiana Online Academy program, media releases, etc.

Any media release information must be approved by Indiana Online prior to being made public if using the Indiana Online name and/or logo.

Failure to comply with the use of provided marketing materials and Indiana Online logo may result in termination of partnership.

We will not use the Indiana Online Academy name in mass marketing campaigns, media releases, mass mailers, etc. for the purpose of recruiting students who reside outside the legal settlement of the District/ School.

I acknowledge and agree

I agree to work with Indiana Online to create branded material for promotional purposes to be approved by the Indiana Online Director.

I acknowledge and agree

Are you planning on establishing a dedicated virtual education school with a separate school identification number according to IC 20-19-9-4?

No

Are you giving your Virtual Program an alternate name?

Yes

What name will you be using?

Franklin Community Virtual School

Approximate Number of Middle School (Grades 6-8) Academy Students for the School Year:

32

Approximate Number of Middle School (Grades 6-8) Academy courses per student for the School Year:

32

Approximate Number of High School (Grades 9-12) Academy Students for the School Year:

105

Approximate Number of High School (Grades 9-12) Academy courses per student for the School Year:

105

Why are you using the Indiana Online Academy program? Choose all that apply:

Alternative Option

In Lieu of Expulsion

Medical Accommodations

If a student from outside of your district is seeking an online educational option, would you allow that student to transfer to your district/school?

Yes

You have indicated that your district/school will be accepting out-of-district students. This means that we will be including your district/school on a list that is provided to parents inquiring about full-time virtual enrollment. If you do not want us to include your district on the list provided to parents, change your selection to "No".

Point of Contact for Academy Students

Primary Point of Contact

Name

Shelbie Murphy

Email

murphys@franklinschools.org

Phone

(317) 346-8976

Title

Principal

Is this person the only point of contact for Academy students for all schools listed on this contract?

Yes

Primary Point of Contact for Students with Accommodations

Name

Shelbie Murphy

Email

murphys@franklinschools.org

Phone

(317) 346-8976

Title

Principal

Invoice Contact Information

Name

Steve Ahaus

Email

ahauss@franklinschools.org

Phone

(317) 346-8736

Authorized Personnel

Person 1

Name

Dr. David Clendening

Email

clendeningd@franklinschools.org

Title

Superintendent

Person 2

Name

Dr. Brooke Worland

Email

worlandb@franklinschools.org

Title

assistant principal

Signature

Name

Dr. David Clendening

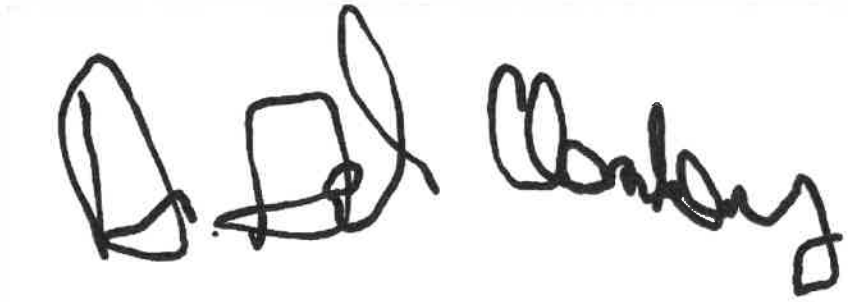
Email

clendeningd@franklinschools.org

Title

Superintendent

Signature



Today's Date

3/13/2026

Indiana Online Director

Kimberly K. Hendrick

Date

3/13/2026

FRANKLIN COMMUNITY SCHOOL CORPORATION
998 Grizzly Cub Drive
Franklin, IN 46131

Student Trip Request Form – Overnight and/or Out of State Trips

Teacher: **Deanna Hayes, JAG Specialist** School: **FCHS**

School Date(s) of Trip: **Wednesday, 04/29/2026 - Sunday, 05/03/2026**

Destination: **The Grand America Hotel, 555 S Main St., Salt Lake City, UT**

84111 Departure Time: **TBD** Return Time: **TBD**

BD Number of Students: **One (Brianna Moongog)**

Number of Staff/Chaperones: **One (Deanna Hayes)**

Purpose of Trip:**Brianna Moongog was invited to attend as a reward for earning 3rd place in the Indiana Career Development Conference. Attending the National Career Development Conference provides real-world application of career readiness skills, including professional networking, public speaking, interview skills, goal setting, and leadership development. Competing at the national level reinforces high expectations, resilience, preparation, and adaptability.**

Name of Student Group: **FCHS Jobs for America's Graduates (JAG)**

Corporation Cost: **$0.00** Student Cost: **$ 0.00**

N/A FCSC Vehicles **N/A** Vehicle Use Approved **N/A** Commercial Vehicles

List of Trip Activities (Itinerary): **See attached itinerary**

Trip Objectives: **This field trip addresses the following employability and career readiness standards:**

- **Leadership Development** – Demonstrate effective leadership skills in professional and competitive settings.
- **Professional Communication** – Deliver organized, persuasive presentations using formal speaking skills.

Career Preparation & Planning – Develop and articulate postsecondary goals, strengths, and career pathways.

Critical Thinking & Problem Solving – Respond effectively to interview questions

and evaluative scenarios.

Personal Responsibility & Work Ethic – Exhibit professionalism, accountability, and appropriate conduct in a national professional environment.

Pre-Trip Activities Pertaining to the Trip:

Brianna Moongog was invited to attend the National Career Development Conference in Salt Lake City as a reward for earning 3rd place in the Outstanding Senior category at the Indiana Career Development Conference. Brianna will be competing in the Career Preparation category at the NCDC.

Post Trip Summary Activities Pertaining to the Trip:

Upon returning, Brianna will present the Career Preparation project she competed with at the National Career Development Conference to each JAG class period and share insights from her experience.

Principal : x Approved ___Not Approved
___Initials Date: 3/6/26 Supt. : ✓ Approved ___Not Approved ___Initials
Date: 4-13-26 Board : ✓ Approved ___Not Approved Date: _____

Note: This request must be received at the Superintendent's Office on the Thursday prior to the regular monthly School Board meeting in order to be considered for approval.

Q:fcsc/field trip request

Personnel Report 4/13/2026 Changes since 3/9/2026

NAME	BUILDING/POSITION	EFF. DATE	SALARY
	Explanation		
CERTIFIED PERSONNEL			
New Hires			
none			
Staff Changes			
Rebecca Armbruster	To: Webb- Special Education Teacher	8/3/2026	
	From: Northwood- Special Education Teacher		
	Replacing Monica Purk position change		
Daniel Batta	To: FCMS- Agriculture Teacher	8/3/2026	
	From: FCHS- Agriculture Teacher		
	Replacing Mattie Sattie LTS (1/2); New (1/2)		
Melissa Bryant	To: CBIS- School Counselor (193 days)	7/27/2026	
	From: CBIS- School Counselor (190 days)		
	Contract correction		
Heather Harris	To: FCHS- Dean of Students (Teacher on Special Assignment)	7/27/2026	
	From: FCHS- Interim Dean of Students (Teacher on Special Assignment)		
	Replacing Shelby Biehl position change		
Grace Irmer	To: CBIS- 5th Grade Math/Science Teacher	8/3/2026	
	From: CBIS- Special Education Teacher		
	Replacing Logan Liffick position change		
Janice Penning	To: CBIS- Special Education Teacher	8/3/2026	
	From: Northwood- Special Education Teacher		
	Replacing Grace Irmer position change		
Grace Perkins	To: FCHS- Social Studies Teacher	8/3/2026	
	From: FCMS- Social Studies Teacher		
	Replacing Ronald Bailey retirement		
Lauren Pfister	To: FCMS- Instructional Coach/Intervention Teacher	8/3/2026	
	From: FCMS- Reading Teacher		
	Replacing Isaiah Boyer resignation		
Monica Purk	To: Northwood- 2nd Grade Teacher	8/3/2026	
	From: Webb- Special Education Teacher		
	Replacing Kylie Nuthak resignation		
Elisha Robertson	To: FCMS- Art Teacher- Long-term sub	4/9/2026	
	From: FCMS- ELA Teacher- Long-term sub		
	Replacing Brook Schoettle LOA		
Resignation/Termination			
Kole Aping	FCMS- Exploring College & Careers Teacher	5/22/2026	
	Resignation		
Isaiah Boyer	FCMS- Intro to World Cultures Teacher	5/22/2026	
	Resignation		
Danielle Combs	Northwood- Special Education Teacher	3/12/2026	
	Resignation		
Logan Liffick	CBIS- 5th Grade Math Teacher	5/22/2026	
	Resignation		
Retirement			

Personnel Report 4/13/2026 Changes since 3/9/2026

Timothy Kosch	FCHS- Band Director	6/8/2026	19 years of service at FCS
	Retirement		
Leave of Absence			
Danielle Combs	Needham- Special Education Teacher	3/6/2026-3/12/2026	
	SWP		
Kaitlyn Hollis	FCMS- ELA Teacher	3/5/2026 (1/2 day)	
	Leave without pay days		
Tisha O'Neill	Northwood- 1st/2nd Grade Teacher	3/19/2026-3/25/2026	
	FML		
Morgan Pell	FCHS- Special Education Teacher	3/20/2026-3/23/2026	
	SWP		
CLASSIFIED PERSONNEL			
New Hires			
Kristina Atkison	Northwood - Summer School Nurse	6/1/2026	$25.00/hour
	New position		
Tomarra Carr	FCHS - Essential Skills Assistant	3/13/2026	$17.55/hour
	Replacing Hailee Rhodes		
Klint Collinsworth	FCMS - Special Education Assistant	4/6/2026	$17.15/hour
	Replacing Dorinda Herald		
Savannah Ponsler	Northwood - Summer School Nurse	6/1/2026	$25.00/hour
	New position		
Kathaleen Yeley	District-wide - Operations Assistant	3/4/2026	$21.00/hour
	Replacing Daniel Richards		
Staff Changes			
Kaylee Aylsworth	To: Webb - Special Education Assistant (7.5 hours/day)	4/6/2026	$15.92/hour
	From: Webb - Special Education Assistant (5.5 hours/day)		
	Replacing Madison Gregory LOA		
Angela Brower	To: Creekside - Food Services (5 hrs/day)	3/23/2026	$15.00/hour
	From: Creekside - Food Services (4.5 hrs/day)		
	Replacing Mildred Coahran		
Timothy York	To: FCHS - Behavior Interventionist	4/8/2026	$19.81/hour
	From: FCHS - Special Education Assistant		
	Replacing Arianna Bailey		
Resignation/Termination			
Arianna Bailey	FCHS - Behavior Interventionist	4/7/2026	
	Resignation		
Tammy Cooper	Transportation - Bona Fide Bus Driver	3/18/2026	
	Resignation		
Althea (Carol) Croucher	CBIS - 2nd Shift Custodian	3/16/2026	
	Employer terminated		
Jennifer Deputy	Northwood - Special Education Assistant	5/21/2026	
	Resignation		
Kasi Dodd	Webb - Special Education Assistant	3/16/2026	
	Employer terminated		
Susan Fisher	Transportation - Bus Aide	3/19/2026	

Personnel Report 4/13/2026 Changes since 3/9/2026

	Employer terminated		
Alida Gomez	CBIS - EL Assistant	4/10/2026	
	Resignation		
Brandi Helvie	Northwood - Special Education Assistant	5/21/2026	
	Resignation		
Christine Jackson	Creekside - Developmental Preschool Assistant/Special Education Assistar	3/25/2026	
	Resignation		
Michelle Like	Northwood - Food Services	3/12/2026	
	Quit without notice		
Etta Richardson	Northwood - Food Services	3/26/2026	
	Resignation		
Nickolas Riggles	Needham - Behavior Interventionist	3/6/2026	
	Resignation		
Bailey Tichenor	Union - Part-time 2nd Shift Custodian	3/26/2026	
	Resignation		
Retirement			
Kelli Teague	Creekside - 2nd Shift Custodian	8/14/2026	25 years of service
	Retirement		
Leave of Absence			
Tammy Cooper	Transportation - Bona Fide Bus Driver	3/10/2026 - 3/18/2026	
	SWP		
Madison Gregory	Webb - Special Education Assistant	4/6/2026 - unknown	
	FML		
Kimberly (Karter) Link	FCHS - 2nd Shift Custodian	3/19/2026 - 3/20/2026	
	SWOP		
Nickolas Riggles	Needham - Behavior Interventionist	3/6/2026	
	SWOP		
Lindsey Turnbloom	Transportation - Bona Fide Bus Driver	3/11/2026; 3/13/2026 (1/2 day)	
	Leave without pay day	3/18/2026	
Xavier White	CBIS - Special Education Assistant	3/23/2026 - 3/26/2026	
	SWOP		
ECA			
New Hires			
Quindelyn Bailey	Union- Club Sponsort	4/24/2026	ECA Stipend
	Vacant position		
Chloe Castellano	FCMS- Fall Cheerleading Coach	8/1/2026	ECA Stipend
	Replacing Keirsten Taylor resignation		
Rebecca McCain	Needham- Science Bowl	3/27/2026	ECA Stipend
	Replacing Kimberly Barnett resignation		
Madison Purcell	CBIS- Intramural Sports Coach	4/7/2026	ECA Stipend
	Replacing Tamara Schneider resignation		
Tricia Simmons	FCHS- Girls Track Assistant Coach	3/11/2026	ECA Stipend
	Replacing Nickolas Riggles resignation		

Personnel Report 4/13/2026 Changes since 3/9/2026

Hannah Zarembski	FCMS- Track Assistant Coach	3/9/2026	ECA Stipend
	Replacing Joshua Fewell resignation		
Staff Changes			
Brian Klem	To: FCHS- Girls Varsity Basketball Coach	8/1/2026	ECA Stipend
	From: FCHS- Girls Varsity Basketball Assistant Coach		
	Replacing John "Mike" Armstrong resignation		
Resignation/Termination			
Jason Dockery	FCMs- 8th Grade Girls Basketball Coach	3/5/2026	
	Contract not renewed		
Brooklynne Elrod	FCHS- Fall Cheerleading Assistant Coach	3/20/2026	
	Resignation		
Brooklynne Elrod	FCHS- Winter Cheerleading Assistant Coach	3/20/2026	
	Resignation		
Howard Ely	FCHS- Girls Basketball Varsity Assistant Coach	2/27/2026	
	Resignation		
Brian Klem	FCMS- 7th Grade Girls Basketball Coach	3/18/2026	
	Resignation		
Madison Purcell	FCMS- Boys and Girls Swimming Coach	3/20/2026	
	Resignation		
Shelby Richards	FCHS- Fall Cheerleading Head Coach	3/20/2026	
	Resignation		
Shelby Richards	FCHS- Winter Cheerleading Head Coach	3/20/2026	
	Resignation		
Nickolas Riggles	FCHS- Girls Track Assistant Coach	3/5/2026	
	Resignation		
Clark Schroeder	CBIs- 6th Grade Boys Basketball Coach	3/16/2026	
	Resignation		
Ashley Wilde	Webb- Club Sponsor	5/21/2026	
	Resignation		
*****Acronym Key Guide***			

Quit: No notice was given by the employee - quit either by phone or in person effective immediately
Resignation: Received letter from employee stating termination of employment with FCSC
LTS = Long Term Substitute
SWP= Suspension With Pay
SWOP = Suspension With Out Pay
FML = Family Medical Leave
FTE = Full Time Equivalent
LOA = Leave of Absence

FRANKLIN
COMMUNITY SCHOOLS
Student-Centered • Innovative

INTERNAL CONTROLS MANUAL

AND

BUSINESS OFFICE PROCEDURES

Updated April 2026

Internal control is defined by the Indiana State Board of Accounts as a *"conceptual process that is applied to a wide range of situations in a wide range of environments. The purpose of the internal control process is to provide reasonable assurance that the mission and objectives of an organization will be achieved. This purpose includes the reduction of risk associated with fraud as well as a safeguard of resources against loss due to waste, abuse, mismanagement, or errors. Internal control provides a check and balance system over operations, promoting operational effectiveness and efficiency. A system of sufficient internal control produces reliable financial and management data; ensures accuracy and timeliness in reporting; and promotes compliance with the laws."*

The Corporation's internal control system comprises the policies and procedures established to provide reasonable assurance that specific Corporation objectives will be achieved. Accounting responsibilities, procedures, and policies should be implemented and designed to prevent:

1. Misstatement of account balances because errors go undetected. (both intentional and unintentional)
2. Misappropriation of cash and other resources of the School Corporation.

These objectives are pursued through a sound internal control structure which is carefully established and followed by business office personnel as well as all other applicable personnel. Such an internal control structure can also tend to promote operational efficiency.

From a financial statement perspective, the School Corporation's internal control structure consists of the control environment, the accounting system, control procedures and internal control systems. This internal control structure will ensure that the five requirements are met—Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities.

These elements of the internal control structure are as follows:

Control Environment

The control environment encompasses the collective effort of various factors on establishing, enhancing, or mitigating the effectiveness of specific policies or procedures. The control environment includes such factors as management's philosophy and operating style including but not limited to:

1. The Corporation's organizational structure.
2. The functioning of the Board of School Trustees.
3. Methods of assigning authority and responsibility.
4. Business Office control methods for monitoring and following up on performance.
5. Personnel policies and procedures.
6. Various external influences that affect the Corporation's operations and practices.

Administration and the Board of School Trustees demonstrate a commitment to integrity and ethical values through written policies, training requirements, and enforcement of accountability standards.

Risk Assessment

The accounting system encompasses the methods and records established to identify, assemble, analyze, classify, record, and report the Corporation's transactions and to maintain accountability for the related assets and liabilities. An effective accounting system gives appropriate consideration to establishing methods

and records that will:

1. Identify and record all valid transactions.
2. Describe on a timely basis the transactions in sufficient detail to permit proper classification of transactions for financial reporting.
3. Measure the value of transactions in a manner that permits recording their proper monetary value in the financial statements.
4. Determine the time period in which transactions occurred to permit recording of transactions in the proper accounting period.
5. Present properly the transactions and related disclosures in the financial statements.

Control Activities

Risk assessment encompasses those policies and procedures, in addition to the control environment and accounting system that administration has established to provide reasonable assurance that specific Corporation objectives will be achieved. Control procedures pertain to:

1. Proper authorization of transactions and activities.
2. Segregation of duties to reduce the opportunities to allow any person to be in a position to both perpetrate and conceal error or irregularities in the normal course of his or her duties. A proper segregation of duties entails assigning different people the responsibilities of authorizing transactions, recording and reconciling transactions, and maintaining custody of assets.
3. Design and use of adequate documents and records to help ensure proper recording of transactions and events, such as monitoring the use of pre-numbered documents.

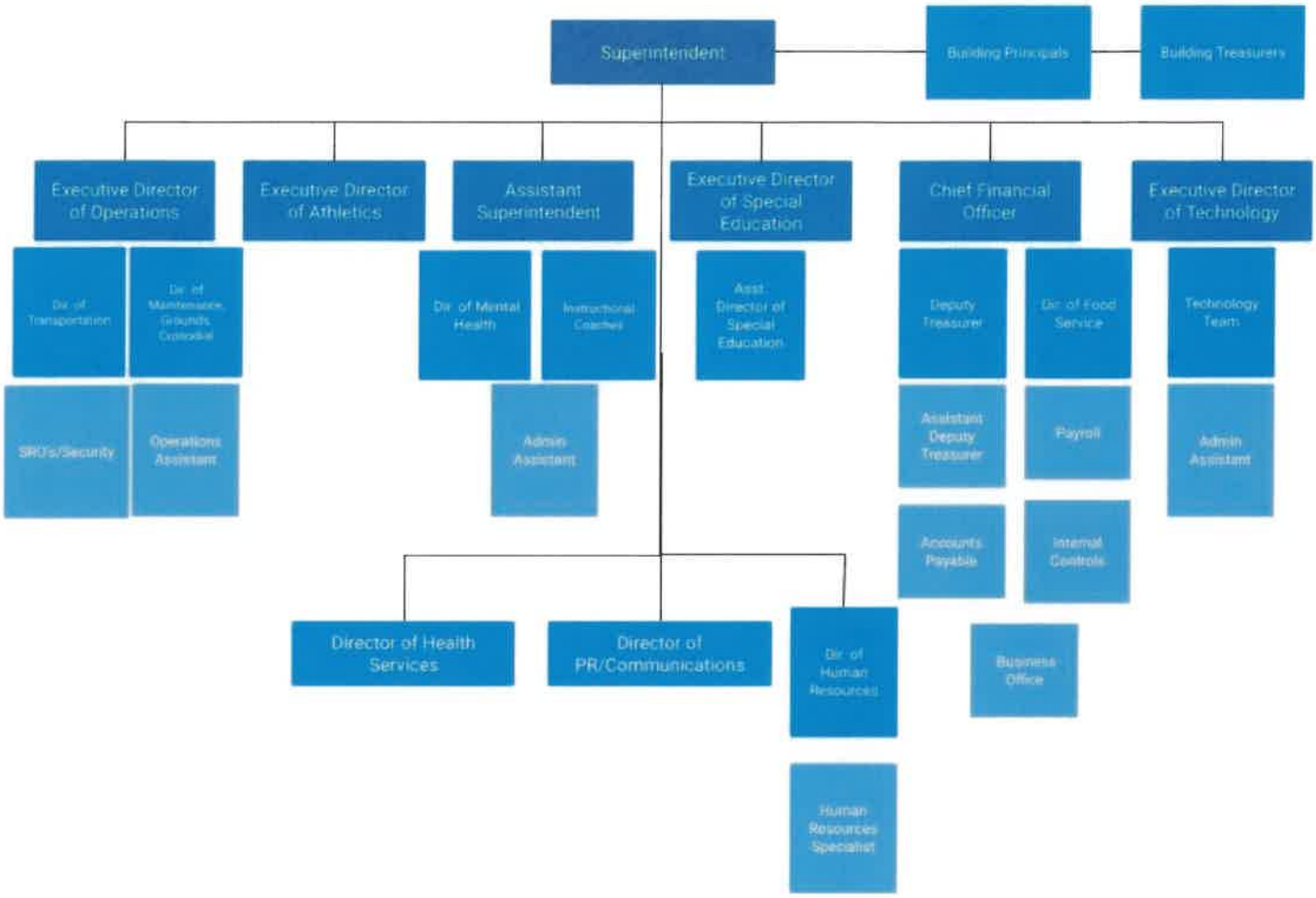
Information and Communication

Quality information from both internal and external sources supports the functioning of the other components of internal control. Continual communication processes provide, share, and obtain necessary information to achieve objectives. Internal communication sends a clear message to personnel about goals, objectives, standard operating procedures, and the importance of internal control responsibilities. External communication effectively conveys information to outside parties and internalizes information received from outside sources.

Monitoring Activities

The monitoring component evaluates whether each of the five components of internal control is present and functioning. As a dynamic process, internal control must be continually adapted to the risks and changes the agency faces. Monitoring aligns the internal control system with changing objectives, environment, laws, resources, and risks. Internal control monitoring assesses the quality of performance over time and promptly resolves the findings of audits and other reviews. Improvements and corrective actions complement control activities in achieving objectives.

1. Provide adequate safeguards over access to and use of assets and records, such as secured facilities and authorization for access to computer programs and data files.
2. Independent checks on performance and proper valuation of recorded amounts, such as clerical checks, reconciliations, comparisons of assets with recorded accountability, computer-programmed controls, administrative review of reports that summarize the detail of account balances, and user review of computer generated reports.



The Board of School Trustees for the Franklin Community Schools has assessed risk through Board Policy, strategic planning, and established practices and procedures. Job descriptions are in place for all positions and the corresponding evaluation instrument is utilized annually. The Human Resource department keeps current job descriptions for administrative, certified positions, and classified positions on file. Job assignments and the segregation of duties are examined at the building level and control procedures are tested on an on-going basis. If controls are not working properly, appropriate measures are taken to ensure compliance. The cost/benefit of the controls are taken into account when analyzing and reviewing measures.

Franklin Community School Corporation

Adoption of Internal Control Standards

Indiana Code 5-11-1-27 requires each political subdivision to maintain a system of internal controls to promote government accountability and transparency. As a result, the State Board of Accounts has developed the Uniform Internal Control Standards for Indiana Political Subdivisions, which provides a basis of common understanding to assist public sector managers in this effort.

Components and Principles

1. **Control Environment**
    a. The oversight body and management demonstrate a commitment to integrity and ethical values.
    b. The oversight body oversees the entity's internal control system.
    c. Management establishes an organizational structure, assigns responsibility, and delegates authority to achieve the political subdivision's objectives.
    d. Management demonstrates a commitment to attract, develop, and retain competent individuals.
    e. Management evaluates performance and holds individuals accountable for their internal control responsibilities.
2. **Risk Assessment**
    a. Management defines objectives clearly to enable identification of risks and defines risk tolerances.
    b. Management identifies, analyzes, and responds to risk related to achieving the defined objectives.
    c. Management considers the potential for fraud when identifying, analyzing, and responding to risks.
    d. Management identifies, analyzes, and responds to significant changes that could impact the internal control system.
3. **Control Activities**
    a. Management designs control activities to achieve objectives and respond to risks.
    b. Management designs the political subdivision's information system and related control activities to achieve objectives and respond to risks.
    c. Management implements control activities through policies
4. **Information and Communication**
    a. Management uses quality information to achieve the political subdivision's objectives.
    b. Management internally communicates the necessary quality information to achieve the political subdivision's objectives.
    c. Management externally communicates the necessary quality information to achieve the entity's objectives.
5. **Monitoring**
    a. Management establishes and operates monitoring activities to monitor the internal control system and evaluate the results.
    b. Management remediates identified internal control deficiencies on a timely basis.

THEREFORE BE IT RESOLVED THAT the Board of School Trustees adopts the Uniform Internal Control Standards for Indiana Political Subdivisions as the control standards for Franklin Community Schools.

This resolution was duly made, seconded, and adopted this 13th day of April, 2026.

_____

President

_____

Secretary

Internal Controls Staff Training

All Franklin Community Schools employees share responsibility for internal control compliance within the scope of their assigned duties. This aligns directly with State guidance language. After June 30, 2016 IC 5-11-1-27(g) provides that the School Board of School Trustees adopt the minimum internal control standards. Additionally each employee must receive training concerning the internal control standards and procedures that were adopted per IC 5-11-1-27(f). This training is completed annually via the CIESC Compliance Training Portal . The Chief Financial Officer certifies annually to the Indiana State Board of Accounts that each employee has completed training. Business Office employees attend IASBO trainings throughout the year to ensure up-to-date compliance, knowledge and changes in Federal/State requirements.

Each employee of the Corporation is responsible for understanding and complying with internal control procedures applicable to their position. Supervisors are responsible for ensuring staff are trained and adhere to established procedures. Failure to comply with internal control standards may result in corrective or disciplinary action.

Data System Security and Access to Records

The School Corporation employs numerous information systems for financial processes, human resources management, student processes, and reporting. In order to maintain effective controls over these systems, access to them must be controlled and monitored. Policy dictates that departments are responsible for ensuring that access to information systems is granted only to those employees who must use the specific information contained in those systems to conduct business.

To ensure the integrity, confidentiality, and availability of financial and operational data, the Corporation maintains the following information technology controls:

- Regular system data backups with secure storage.
- Disaster recovery procedures designed to restore critical systems in the event of system failure, cyber incident, or emergency.
- Change management procedures for financial and payroll software updates, including testing and approval prior to implementation when applicable.
- Periodic review of user access permissions to ensure access remains appropriate based on job responsibilities.
- Immediate removal or modification of system access upon employee termination or position change.

Bonding Requirements

Indiana Code 20-26-4-5 requires that any individual whose official duties include receiving, processing, depositing, disbursing, or otherwise having access to funds that belong to a school corporation shall produce a bond for the faithful performance of the Corporation Treasurer, Corporation Deputy Treasurer, or individual's duties written by an insurance company licensed to do business in Indiana, in an amount determined by the governing body.

Positional bonds will be purchased to endorse the faithful performance of all employees and individuals acting on behalf of the school corporation that will include an aggregate coverage sufficient to provide coverage amounts specified for each position. All positional bonds are effective July 1 and continue through June 30.

Bonds will be reviewed annually by the Chief Financial Officer to make sure that all positions that should be covered are adequately covered. The Chief Financial Officer, acting as the Corporation Treasurer, and the Deputy Treasurer will be required to produce an individual bond annually.

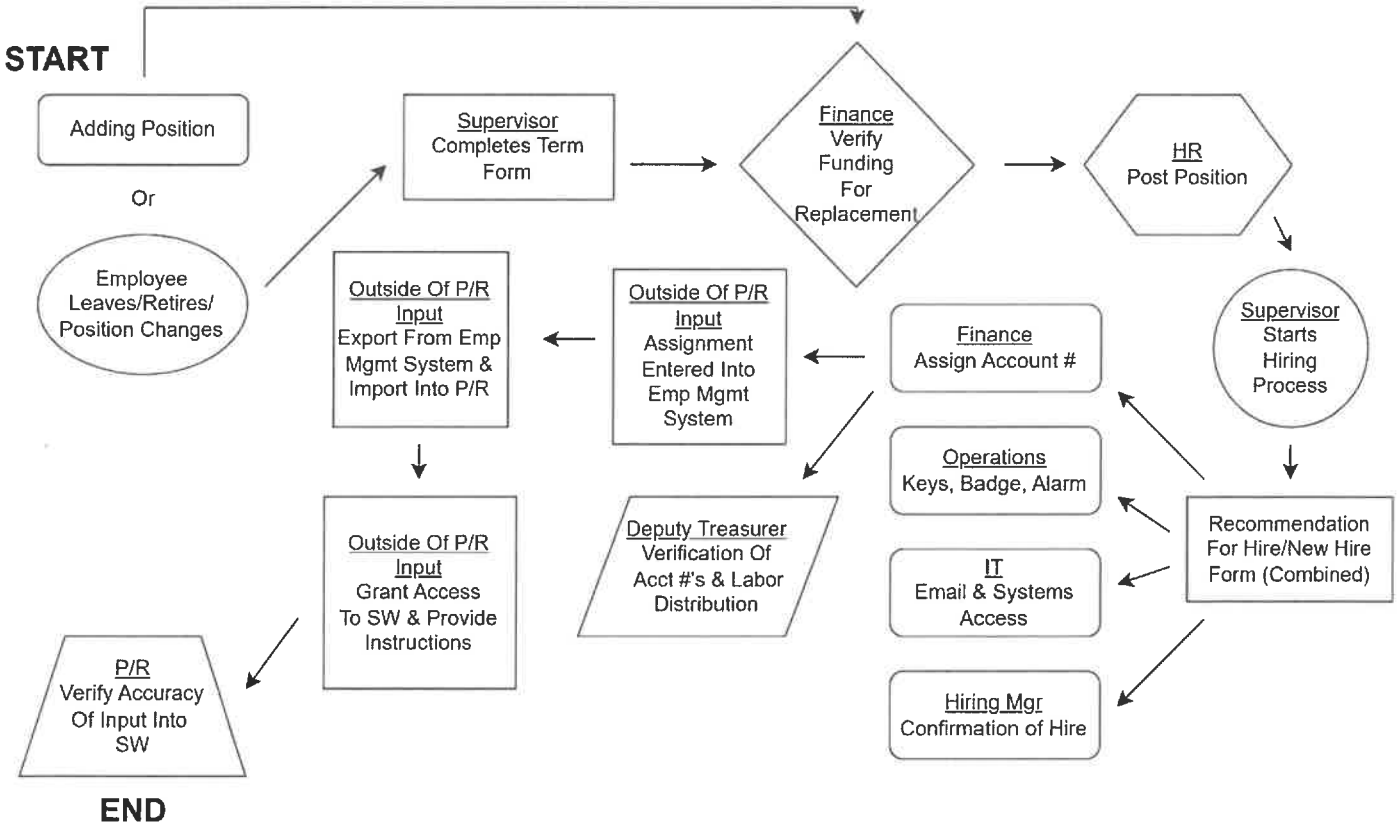
Fraud
If fraud is suspected, the following procedures are to be followed:

Initial communications:

- Notify Superintendent, CFO, Internal Controls Coordinator, & other key personnel
- Consult legal counsel
- Notify Board of School Trustees & State Board of Accounts

After this initial communication, a meeting will take place with the above mentioned parties to determine the next course of action.

Workflow for new hire/position change/termination of employees



Retention of Records
https://www.in.gov/iara/

Cash receipt/deposit procedures

See other sections for Business Office and ECA Treasurer procedures.

Cub Academy - Bi weekly or monthly payments can be paid electronically using the SchoolPay website. Parents can also choose to pay by cash, check, or MO's; this money is given to the classroom teacher or assistant and a receipt is written to give to the parent. The money and receipts are then taken to the office and

put in a safe. The building treasurer collects the money and receipts from the safe and deposits into the corporation's extended education bank account on a daily basis. Upon return from the bank the building treasurer puts the bank receipt and the individual payment receipts into the inter corporation pony mail and sends to the Cub Academy Administrative Assistant who then reconciles the payments and credits the students individual accounts. The CA Administrative Assistant prepares and sends daily batch sheets to the corporation's Assistant Deputy Treasurer, who checks for accuracy and enters the receipts into Skyward. The Assistant Deputy Director then sends the batch sheets to the Deputy Treasurer for monthly reconciliation to the extended education bank statement.

Lunch Money – Student lunch, breakfast, and ala carte fees may be paid electronically using the online student Meal Magic Family Portal. Each student's guardian has an individual user id and password to login to his/her child's account. Below is how cash, check, and MO's are handled at the elementary and secondary schools:

Elementaries - cash, check, and MO's are collected by the classroom teacher and delivered to the cafeteria by each day. The money is credited into the individual student account by the cafeteria manager and deposited in the bank the same day. If the payments are delivered after the cafeteria closes for the day, the payments are placed in the manager's mailbox and posted the following day. Students in these grades can also take the money directly to the lunch cashier like described below.

CBIS, FCMS, FCHS - Students hand the cashier money at breakfast or lunch, the money is immediately deposited into the individual students account at the register. The cafeteria manager reconciles the money received with register tapes and deposits are made daily to the bank.

Guardians are able to access account balances, transaction history, as well as make online payments. All payments are posted to each student's account daily.

Purchasing and Expenditures

See other sections for Business Office and ECA Treasurer procedures.

Credit Card/BMO Procurement Overview

Below is an overview of the credit card/BMO procurement program. The complete manual is on file with the Account Payable Specialist. Each building treasurer and the person responsible for purchasing for each department in the corporation also has a complete copy of the manual.

A Procurement Card Program has been established to provide a more rapid receipt of low dollar items and to reduce the paperwork and handling costs associated with the payment of these purchases. The Procurement Card Program delegates the authority and capability of purchasing low dollar items directly to designated cardholders, allowing them to acquire materials faster and more efficiently than before.

Under the Procurement Card Program it will no longer be necessary for the cardholder to create a purchase requisition for qualifying items under the total cost of $100. Instead, you may directly purchase these items with a procurement card. Cardholders may now initiate a transaction in-person, by telephone, or online within established limits, and receive goods. The Business Office will make periodic settlements with the financial institution responsible for issuing the procurement cards (the "card issuer").

The procurement card enables cardholders, site and Business Office staff to perform more effectively and focus on the value-added aspects of their jobs by:

Reducing time needed to purchase and receive supplies
Reducing paperwork (number of requisitions & purchase orders)
Reducing supplier/vendor invoices
Reducing invoicing problems
Reducing the number of accounts payable checks issued

The Procurement Card Program is NOT intended to circumvent or replace the standard purchasing procedures of the Corporation. It is every employee's responsibility to be aware of and comply with the Corporation's procedures on purchasing.
In brief, a procurement card IS:

- Authority granted by Franklin Community Schools to specific employees for official school corporation use only
- Authorized for use with only certain categories of vendors and products/services
- A restricted use credit card

A procurement card IS NOT:

- A means to avoid appropriate purchasing or payment procedures
- A card to access cash or credit
- A right of employment
- For personal use

Corporation Accounting System

The accounting system encompasses the methods and records established to identify, assemble, analyze, classify, record, and report the Corporation's transactions and to maintain accountability for the related assets and liabilities. An effective accounting system gives appropriate consideration to establishing methods and records that will:

- Identify and record all valid transactions.
- Describe on a timely basis the transactions in sufficient detail to permit proper classification of transactions for financial reporting.
- Measure the value of transactions in a manner that permits recording the proper monetary value in the financial statements.
- Determine the time period in which transactions occurred to permit recording of transactions in the proper accounting period; and present properly the transactions and related disclosures in the financial statements.
- The Corporation encourages ACH payments rather than processing checks and mailing.
- Independent review of financial reports prior to submission to regulatory agencies.
- Reconciliation of subsidiary records to the general ledger.
- Review and approval of adjusting journal entries.
- Verification that financial reports comply with applicable accounting standard requirements.

Financial reports submitted through Gateway or other state reporting systems are reviewed by appropriate personnel prior to certification and submission.

Disposition of Old Outstanding Checks

No later than March 1 of each year, the Assistant Deputy Treasurer shall prepare or cause to be prepared a list in duplicate of all checks outstanding for two or more years as of December 31 last preceding year. The original copy shall be filed with the school corporation bank records and the duplicate copy maintained by

the Assistant Deputy Treasurer. The Assistant Deputy Treasurer shall enter the amounts so listed as a receipt to the fund or funds upon which they were originally drawn and remove the checks from the list of outstanding checks. If the fund on which the checks were originally drawn is not in existence, or cannot be ascertained, the amount of such checks shall be receipted to the Operations Fund. Each list prepared must show:

- The date of issue of each check
- The fund upon which the check was originally drawn
- The name of the payee
- The amount of each check issued
- The total amount represented by the checks listed for each fund

Corporation Accounting Activities

Daily Procedures

Cash Receipt Activities	Employee Performing Procedure
• Sorts and date stamps mail, & write receipts	Receptionist
• Receive money, issue official receipts	Central Office Receptionist, Assistant Deputy Treasurer
• Prepare bank deposits	Assistant Deputy Treasurer
• Take deposits to bank	Assistant Deputy Treasurer
• Enter and post receipts	Deputy Treasurer
• Access to computer system to make receipt adjustments	Deputy Treasurer
• Approves adjustments	Assistant Deputy Treasurer

Cash Disbursement Activities	Employee Performing Procedure
• Receipt of W-9 for all vendors	Building Treasurer/Department Secretary & Accounts Payable Specialist
• Authorize purchases	Building Principal or Department Supervisor
• Prepare requisitions for purchase orders	Building Treasurer or Department Secretary
• Certify receipt of goods or services	Building Treasurer or Department Secretary and person who requested purchase
• Approve/sign off on PO or claim form	Building Treasurer/Department Secretary & Building Principal/Department Supervisor
• Prepare PO or claim for payment, scan into computer system AP	Building Treasurer or Department Secretary
• Audit claims - reviews invoices/receipts attached to each PO/claim to support disbursement of funds	Accounts Payable Specialist
• Approve payments	Deputy Treasurer
• Checks generated by accounting system	Accounts Payable Specialist
• Post checks	Accounts Payable Specialist
• Checks are signed by CFO - automated	
• Mail checks or send payment via ACH	Accounts Payable Specialist
• Access to computer system to make	Deputy Treasurer - Adjusting journal entries require

adjustments if needed	approval from the CFO or Deputy Treasurer
• Transitions program for petty cash	High School Treasurer

Payroll Activities	Employee Performing Procedure
• Vacation and sick leave records, verify and approve time sheets weekly	Individual employee submits time off in computer system, building treasurer or department supervisor approves time off, Payroll Specialist verifies
• Input corrections to recorded time	Payroll Specialist
• Prepare payroll claims & approve claims	Accounts Payable Specialist
• Calculate and verify deductions	Assistant Deputy Treasurer
• Verifies bi-weekly payroll report prior to being generated to bank	Payroll Specialist, Deputy Treasurer, & Assistant Deputy Treasurer
• Generate payroll to bank - all payroll is direct deposited	Payroll Specialist
• Prepare earnings & deductions reports	Payroll Specialist
• Authorizes payroll changes (new hires, position change, terminations)	Human Resources & Deputy Treasurer
• Corporation does not accept email requests to change banking information without phone verification from employee	Payroll Specialist
• Checks payroll change form	Human Resources & Payroll Specialist

Monthly procedures

Cash Activities	Employee Performing Procedure
• Receive bank statement online or by regular mail, open or print	Assistant Deputy Treasurer
• Processes bank statement and accounting system reconciliation	Assistant Deputy Treasurer
• Check clearing account balances for the month	Assistant Deputy Treasurer
• Update investment report	Deputy Treasurer
• Prepare Food Service analysis of 6 month operating cash balance	Deputy Treasurer
• Balance revenue to receipts	Deputy Treasurer
• Close month in accounting system	Deputy Treasurer

Cash Disbursement Activities	Employee Performing Procedure
• Prepare monthly docket for board meeting & run voucher register for docket	Accounts Payable Specialist
• Organize claims and verify claim total	Accounts Payable Specialist
• Approve claim docket	School Board of Trustees
• Approve claims in accounting system - (see daily procedures for more details)	Deputy Treasurer

Other Activities	Employee Performing Procedure
• Process cash flow reports	Deputy Treasurer
• Prepare grant reimbursement forms & run grant expenditure reports	Assistant Deputy Treasurer
• Balance appropriations with budget & cash by fund	Deputy Treasurer

Payroll Activities	Employee Performing Procedure
• Prepare and submit the federal tax deposit to the IRS within 24 hours after the payroll date	Assistant Deputy Treasurer
• Prepare & pay WH-1 form online on or before the 20th (State & county monthly payroll taxes)	Assistant Deputy Treasurer
• Enter leaves & terminations in accounting system	Human Resources & Payroll Specialist
• Submit TRF & PERF files to INPRS - after each payroll	Assistant Deputy Treasurer & Payroll Specialist
• Processes payment to INPRS	Assistant Deputy Treasurer
• Enter leaves & terminations in INPRS	Human Resources & Payroll Specialist

Quarterly procedures

Cash Activities	Employee Performing Procedure
• Prepare & submit Federal interest report	Assistant Deputy Treasurer

Other Activities	Employee Performing Procedure
• Prepare & submit CE report to DOE	HS Principal
• Print CE report and prepare file for transmission	Data & Testing Specialist
• Prepare & submit CP report to DOE via STN	Data & Testing Specialist

Payroll Activities	Employee Performing Procedure
• Print 941 reports from accounting system	Payroll Specialist
• Prepare Form 941	Assistant Deputy Treasurer
• Print vendor reports for payroll & EFTPS	Payroll Specialist
• Print reports of payroll tax calculations for the quarter	Payroll Specialist
• Review Form 941 & sign form	CFO & Deputy Treasurer
• Review & sign all back up documentation	Deputy Treasurer
• Prepare/print/upload SUTA reports &	Payroll Specialist

electronically file through accounting system

Semi-annual procedures

Other Activities	Employee Performing Procedure
• Prepare Form 9	Deputy Treasurer
• Print & verify all required reports	Deputy Treasurer
• Prepare debt analysis for 6 month period	Deputy Treasurer
• Review Form 9 in detail and sign	CFO, Deputy Treasurer, Superintendent, & School Board President
• Report ADM to DOE September & February	Student Database Specialist
• Prepare attendance report & send to Admin	Student Database Specialist

Payroll Activities	Employee Performing Procedure
• Prepare Form 100R, print, & electronic file through accounting system	Payroll Specialist
• Review & sign Form 100R and all back up documentation	CFO & Deputy Treasurer
• Submit Form 100R to Gateway	CFO

Fiscal year end & other annual procedures

Other Activities	Employee Performing Procedure
• Prepare annual financial report	Deputy Treasurer - reviewed by CFO
• Balance appropriation w/ budget order & funds	Deputy Treasurer
• Prepare budget	CFO
• Free & reduced applications	Food Service Assistant - reviewed by Food Service Director
• Audit of free & reduced applications	Food Service Director
• Bidding procedures & post bid in newspaper	CFO
• Bid opening	Department Head/Executive Director of Operations/CFO
• Award bid	School Board
• Oversee work	CFO & Executive Director of Operations
• Prepare claims for payment	Department Secretary & Account Payable Specialist
• Prepare, print, & submit CE, CP, & NE reports electronically	Data & Testing Specialist
• Review & update corporation policies/ administrative guidelines	Superintendent - reviewed & approved by School Board
• Review & update the classified employee handbook	Human Resources & Superintendent - reviewed & approved by School Board

Calendar year end procedures

Cash Activities	Employee Performing Procedure
• Present the annual report	CFO

Cash Disbursement Activities	Employee Performing Procedure
• Prepare forms 1099	Accounts Payable Specialist
• Update W-9 file	Accounts Payable Specialist
• Review calendar year vendor reports & balance vendor report to 1099 report	Accounts Payable Specialist
• Print 1099 forms	Accounts Payable Specialist
• Review 1099 & 1096 prior to mailing	Deputy Treasurer
• Review outstanding PO's & void if necessary	Accounts Payable Specialist
• Make YE appropriation adjustments within Funds	Deputy Treasurer & CFO - School Board reviews & approves

Other Activities	Employee Performing Procedure
• Prepare 1095-C forms & reconcile with Anthem monthly billing; make 1095-C forms available to employees through accounting system	Human Resource Department
• Review reports and check accuracy of 1095-C forms	HR Assistant
• Close year end in accounting system	Deputy Treasurer
• Posting of financial advisor/municipal advisor Contracts on FCS website	Chief Financial Officer

Payroll Activities	Employee Performing Procedure
• Process calendar year wage & payroll deduction reports from accounting system	Payroll Specialist
• Accounting system prepares W-2's	Assistant Deputy Treasurer
• Balance W-2's	Assistant Deputy Treasurer
• Review & approve W-2 balancing report	Deputy Treasurer
• W-2's are available to employees electronically through accounting system	Payroll Specialist
• Transmit W-2 files to state and federal governments	Payroll Specialist

Gateway Reporting Activities	Employee Performing Procedure
• Other post employee benefits report - prepare & review data from accounting	Human Resource Department & Deputy Treasurer, Deputy Treasurer submits

system	
• Prepare & submit debt management reports	Deputy Treasurer/CFO submits
• Economic development report	Chief Financial Officer
• ECA risk report	Building Treasurer completes, ECA Coordinator verifies reports, Deputy Treasurer enters into Gateway, & CFO submits reports
• Prepare & review data for annual financial report	Deputy Treasurer & CFO
• Prepare data from contract & account system to prepare collective bargaining report	Human Resource Department & Deputy Treasurer
• Collective bargaining upload data from CBA & bargaining status form (pre-impasse)	Human Resource Department & Superintendent
• Uploading of contracts > $50,000	Chief Financial Officer

Building Treasurer Extracurricular Accounting Duties

Extracurricular accounts are monitored at the building level by the Building Principal and Extracurricular Treasurer for authorized clubs and activities. Each building has different sources and uses for their activity funds, but all follow the same processes listed to control and verify their use.

Separation of Duties -

Part of the control activity component is segregation of duties. An individual should not be permitted to initiate, approve, undertake and review the same duty. Separating the ability to record and authorize reduces the risk of error and/or fraudulent activities. In a school setting, segregation is not practical due to the limited number of staff available. Therefore, compensating activities will be utilized. This includes the principal reviewing and approving ECA purchases, reports, and bank statements. For revenue purposes, Summary Collection (SA-8) and Ticket Sales (SA-4) Forms are completed by the staff member turning in the money for deposit.

The ECA Coordinator/Internal Controls position monitors the segregation of duties by verifying monthly reports and bank statements, periodically checking monthly credit card/procurement card statements and proper documentations, and performing yearly mini audits. In addition, the ECA Treasurer shall report internal control issues identified while executing their duties. These issues will be documented and evaluated by the Internal Controls position and Chief Financial Officer. Corrective actions will be implemented if needed.

Daily Processes – IC 20-40-1-3 the treasurer shall receive, receipt, deposit, and account for and disburse all funds flowing through the extracurricular accounts. All transactions will be reviewed and signed by the building administrator.

Receipts - A receipt is to be issued for any and all money received. The cash receipts collected by and for the benefit of any activity fund should be in charge of some designated official or sponsor of the activity, until turned over to the treasurer of the extracurricular account. A receipt is to be properly issued, shall show the date, the name of the person from whom the money was received, the payment type, the activity fund for which it was received, the amount and the source of the receipt. The receipt must be signed by the extra-curricular treasurer or collecting authority.

Bank Deposits – IC 20-41-1-9 States the treasurer shall deposit all receipts in one bank account without unreasonable delay.

Purchasing and Receiving Functions - Purchase orders or claim form shall be created at the approval and direction of the building administrator. Compensation and any other payments for goods and services should not be made in advance of receipt of the goods or services unless specifically authorized by statute. Orders will be checked in by the teacher/club sponsor. An approved invoice and signature of receipt will be attached to the purchase order.

Expenditures and Endorsement of Checks – IC 20-41-1-4 Expenditures by the treasurer of the extra-curricular account are limited to those approved by the principal of the school and they should be in accordance with general administration policies of the school corporation since the law provides that all expenditures shall be subject to review by the local school board. Unless specifically authorized by statute, payments made for goods or services which are not received shall not be made. Payments made in advance of receipt of goods and services may be the personal obligation of the responsible official or employee. Proper documentation must accompany the purchase order or claim form prior to payment. All checks will be signed by both the extracurricular treasurer and a building administrator.

Monthly Processes

The treasurer verifies the following has been completed monthly

- Claims are properly executed with all supporting documentation attached
- Receipts have been properly executed with all supporting documentation attached
- Receipts balance to the financial software system
- Bank statement balances to the financial software report, Summary of Receipts and Expenditures

Fund balances – The extracurricular treasurer should advise the activity sponsor periodically, preferably monthly, of the current balance in the fund of their activity.

Bank Reconciliation - IC 5-13-6-1(e) The bank statement shall be reconciled to the financial software, by the 15th day of the following month. Each treasurer keeps a copy of the month end reports and bank statement reconciliation and forwards a copy to the ECA Coordinator who verifies the accuracy of the reconciliation and signs off on each month. Upon approval, the ECA Coordinator then scans each school's monthly statements and reconciliations to the Deputy Treasurer who then uploads them into Gateway.

Yearly Processes

Gateway ECA Risk Report/Financial Report - is a part of the financial reports required to be filed by the Chief Financial Officer per IC 5-11-1-4 and has been designed as the tool for school corporations to provide the risked based criteria for their extracurricular accounts (ECAs) to allow SBOA to evaluate for an appropriate level of risk. This report includes beginning balance, receipts and expenditures, along with questions designed to determine the risk level at each school building. The reporting period runs from July 1st through June 30th each year. It is due near the end of August. Each school building's ECA report is submitted to the Chief Financial Officer in mid June and is available for the Board of School Trustees to review prior to being submitted through Gateway in August.

Cash Handling Practices

Money collected for athletic teams, field trips, or any other school based activities shall be collected and recorded by the coach/teacher/sponsor. The individual collecting and recording the monies will present them to the treasurer and complete a Summary of Collection (SA-8 Form) with total amount collected and documentation of who and type of currency turned in.

Athletics -

Since most events take place in the evening hours or on weekends when the ECA Treasurer is not scheduled to work, a safe is maintained by the Athletic Director or Event Supervisor to lock

up the proceeds from the game or event. The following business day, the Athletic Director or Athletic Secretary will complete a Ticket Sales (SA-4 Form) with the total amount of sales and submit the form to the Treasurer.

Concessions -

Internal controls include a regular reconciliation of the inventory, purchases, distributions, items sold and ending inventory to the amount received.

Ticket Taking -

Serially pre-numbered tickets by the printing supplier should be used for all athletic and other extracurricular activities and events which admission is required. These tickets shall be two parts or able to be scanned with one part going to the person paying for admission, and the other part being retained as part of the financial accounting of the event.
Tickets for each group shall be different colors and or different series numbers.

The treasurer shall be responsible for the proper accounting of all tickets and should keep a record of the number purchased, the number issued for sale, and the number returned. (Form SA-4)
The treasurer shall account for all unused tickets from a numbered roll.

Credit Card/Procurement

Each school has their own ECA credit cards to be used for purchases. The Board of School Trustees adopted a resolution in 2022 authorizing issuance of extra-curricular account credit cards. Credit card balances are paid in full each month. Transactions and documentation paperwork are audited periodically. The schools follow the same procedures as printed in the procurement card procedure manual that each building treasurer has a copy of.

Gift Cards

No gift cards can be purchased using ECA funds.

Donations

The acceptance of extracurricular donations shall have approval by the Board of School Trustees.

Fundraisers

All FCS fundraising forms must be submitted to the building Principal and approved prior to being approved by the Superintendent.

Processing of Personnel Payments

School Employee – Pay of personnel for services at an after hour school event such as ticket takers, scoreboard keeper, concession supervisor, etc., are expenses and shall be paid from the proceeds of the activity sponsoring the event from their extracurricular account. A claim form shall be completed for each employee who worked by the sponsor of the event and submitted to the building treasurer. The treasurer will process a check deducting the funds from the sponsoring ECA account. Make the check payable to the School Corporation, and submit to the Corporation Payroll Department for processing through the financial software to be included on the employee's paycheck.

Non-Employee – All non-employees shall be paid by claim once a W-9 form has been obtained and entered into the financial system software. Non-employee Athletic event workers are paid through the Eventlink website. Eventlink collects the individual's W-9 and submits payment to them.

Disposition of Old Outstanding Checks

No later than March 1 of each year, the ECA Treasurers shall prepare or cause to be prepared a list in

duplicate of all checks outstanding for two or more years as of December 31 last preceding year. The original copy shall be filed with the board of finance of the school corporation and the duplicate copy maintained by the ECA Treasurer. The ECA Treasurer shall enter the amounts so listed as a receipt to the fund or funds upon which they were originally drawn and remove the checks from the list of outstanding checks. If the fund on which the checks were originally drawn is not in existence, or cannot be ascertained, the amount of such checks shall be receipted to the General Fund. Each list prepared must show:

- The date of issue of each check
- The fund upon which the check was originally drawn
- The name of the payee
- The amount of each check issued
- The total amount represented by the checks listed for each fund

Inventory and Asset Management

An inventory will be maintained on all equipment and capital outlay items exceeding $5,000.00 in value. The inventory will serve the functions of both control and conservation. For each item that exceeds $5,000, an asset tag will be attached to the item and recorded in the Skyward inventory system for tracking purposes.

The technology coordinator shall be responsible for assuring the maintenance of a comprehensive inventory of administrative and instructional computer hardware and software.

The running inventory shall be maintained on 1) building and grounds equipment; 2) furniture; 3) administrative equipment; 4) educational equipment; and 5) vehicles.

The maintenance supervisor and business manager shall be responsible for inventories relative to buildings and grounds equipment and vehicles. The building principal and business manager shall be responsible for the inventories relative to furniture, administrative equipment, and educational equipment.

Deputy Treasurer performs an annual review by sending the Dept Heads and Principals a listing of inventoried equipment in their department or building. The Dept Head or Principal is responsible for confirming the accuracy of the report and that the items can be located. Any adjustments that need to be made are noted on those reports and returned to the Deputy Treasurer for entry into the system.

Inventory items that have reached the end of their useful life will be presented to the School Board for approval of disposal.

State and Federal Programs

The district receives a number of state and federal grants which support various activities of the district. Those include the following:

- Title I, II, III, VI
- IDEA: Section 611 & 619 (Federal Special Education Grant)
- Perkin Federal Grant
- Secured School Safety
- Career and Technical Education
- High Ability
- Non-English Speaking Grant (NESP)
- McKinney-Vento Homeless Assistance Grant
- Any Other State or Federal Grants

All school employees who participate in grant awards are expected to comply with the following standards:

1.) Follow the grant guidelines as listed on the Grant Award Letter. For federal awards, the district abides by the Education Department General Administrative Regulations(EDGAR). Verify reporting requirements, amendments, and deadlines are followed.

2.) Verify if the grant is reimbursable after expenses incurred or if the grant is payable via cash request by the submission of the proper request form.

3.) Be sure to keep documentation on all expenditures and personnel transactions.

4.) As with all grants, follow the five (5) internal controls cited in the Uniform Internal Control Standards for Indiana Political Subdivisions which include the following:

a. Documented segregation of duties

b. For State and Federal reports, reimbursement requests, and bank reconciliations, for example, the SBOA will be looking to see if the document(s) have been reviewed (initialed) by a second party, other than the preparer.

c. Verification that all expenditures are allowable under the grant guidelines. All other local grants will follow the grant award guidelines.

5). Monitor fiscal activity at least monthly to ensure accounts are not overspent and to verify funds are not used in violation of state and/or federal restrictions. Submit reimbursement requests on a monthly basis.

Federal Cash and Financial Management

The district's financial management system and records will be sufficient for preparing required reports and for tracing expenditures to a level that establishes funds have been used according to federal statutes, regulations, and the terms and conditions of the federal award. This is in addition to maintaining a system of funds and accounts in accordance with state law and the accounting manual.

The district's financial management system will:

- Identify all federal awards received and expended, including specific information pertaining to the award: federal program name; CFDA title and number; identification number and year; and name of federal and any pass-through agency.
- Provide for accurate, current, and complete disclosure of the results of each federal award in accordance with reporting requirements.
- Include records and supporting documentation that identify the source and application of funds for federally funded activities, including authorizations, obligations, unobligated balances, expenditures, assets, income and interest.
- Enable the district to maintain effective internal controls to ensure accountability and proper safeguarding and use of all funds, property and other assets (for example, adequate segregation of duties).
- Provide a comparison of expenditures with budget amounts for each federal award.

In order for the district to comply with federal regulations for grant recipients, the assistant superintendent will implement written procedures for 1) cash management; and 2) determining the allowability of costs in accordance with Cost Principles and the federal award terms and conditions.

Cash Flow Management

The district shall draw federal funds using a reimbursement method. Reimbursement requests are prepared once a month by the Assistant Deputy Treasurer, and reviewed by the Assistant Superintendent or CFO. After review, reimbursement requests are submitted by the 15th of each month.

School Nutrition Program

Daily Procedures

Patrons are able to deposit money into their 'lunch account' in the Meal Magic/Point of Sale (POS) to purchase meals and ala carte. The account is then used each day for purchases and is drawn down for the amount of the purchases. All money taken in is then deposited daily into the bank by a Cafeteria Manager.

1. Deposits into a patron's lunch account are made at the POS by the Cashier.
2. Each Cashier's station is counted at the end of the day by the cashier and totals are entered into the POS close-out screen and a cash-out report for each station is printed which lists the total of cash, coin and checks.
3. The money is then combined into one total deposit and the total is recorded on the deposit slip and initialed by the Cafeteria Manager. The money is then counted again to ensure accuracy by the Cafeteria Manager. The daily Sales Activity Sheet is printed and is checked against the deposit for accuracy and initialed by the Cafeteria Manager. A copy is kept on file at the school and a copy is sent to the Director of Food Services.
4. A deposit ticket is completed and the cash and coin is placed in a bank bag for pickup by the Cafeteria Manager.
5. The Cafeteria Manager takes deposits to bank. The bank opens the deposit, counts the deposit and gives the Cafeteria Manager the deposit ticket. The deposit ticket is then given to the Food Service Office Assistant the next day.
6. The daily deposit report, deposit ticket, and cash-out report are checked by the Director of Food Service for accuracy and initialed.
7. The Food Service Office Assistant then enters the data into Skyward and initials.

Food Service Month End Processes

At the end of each month, the Director of Food Services in conjunction with the Central Office Staff (COS) complete procedures to close the month.

1. The bank statement is then cross checked for all online payments by the Assistant Deputy Treasurer and any outstanding deposits in transit are highlighted and totaled.
2. The monthly spreadsheet from the POS is printed that reflects the daily activity.
3. The total for each Account Type (i.e. Student Lunch, Student Breakfast, etc.) referenced on the Z-report is entered into the 800 Fund of the Financial Accounting Software by the Food Service Office Assistant.
4. The total change to Prepaid Food in Trust is entered into the 8400 Fund of the Financial Software by the Deputy Treasurer. The balance of 8400 Fund is then compared to the actual balance of Patron Accounts from the POS on the last day of the month.
5. Any catering, rebates or miscellaneous receipts deposited by the Food Service Office Assistant are entered into the 0800 or 1780 Fund of the Financial Accounting Software by the Food Services Office Assistant.
6. The Director of Food Services and Assistant Deputy Treasurer then sends the bank statement and patron deposit information to the Business Manager for reconciliation.
7. Director of Food Services prints out meal count spreadsheet from POS.
8. Director of Food Services enters meal totals into CNP web claim site.
9. Director of Food Services prints out copy of claim and submits to Food Services Office Assistant for review.

End of the Fiscal Year Process

At the end of the Fiscal Year, the Director of Food Services completes reports to close out the school year along with storage and destruction of appropriate records.

1. The Director of Food Services and the Assistant Deputy Treasurer completes the Annual

Financial Report (AFR) using info gathered from the Meal Magic/POS software and other financial reports from the Financial Accounting Software.
2. The AFR is given to the Chief Financial Officer for review and signature.
3. Before September 1st, the AFR is submitted online to the Department of Education through the CNP web.
4. The approved copy is printed and given to the Chief Financial Officer for signature.
5. All paperwork from the school year is placed in storage for 3 years plus the current year.

Prepaid Food in Trust Description

Patrons are able to deposit money into their lunch accounts in excess of their purchases for future use (Prepaid Food in Trust) at the Point of Sale (POS) or through an E-Payment Vendor online. This money does not actually belong to the Food Service Account until items have been purchased. The money must be accounted for in a separate fund until it has been used for purchases.

1. All deposits to patron accounts are accounted for in the POS system daily and broken down by the POS by actual Sales or Prepaid Food in Trust.
2. At the end of the month, the POS system generates the spreadsheet of the daily activity for the month including the change to Prepaid Food in Trust and is printed out by the Director of Food Services.
3. The total for each Account Type (i.e. Student Lunch, Student Breakfast, etc.) is entered into the 8400 Fund of the Financial Accounting Software by the Food Services Office Assistant.
4. The total change to Prepaid Food in Trust is entered into the 8400 Fund of the Financial Software by the Assistant Deputy Treasurer.
5. The balance of the 8400 Fund should equal the balance of all Patron Accounts.
6. The balance of 8400 Fund is then compared to the actual balance of Patron Accounts from the POS on the last day of the month and a printout is given to the Assistant Deputy Treasurer that reconciles the bank statement.

Food Service Bad Debt/Patron Balance Write Off Procedure

F175 COLLECTION AND FORGIVENESS OF DEBT

The Board understands it is required to collect all monies owned to it by patrons, employees, parents and students, including money owed through student lunch accounts and other extracurricular accounts. Every effort should be made by the school administration to collect the monies owed to the school corporation including collection procedures. Such efforts must be documented by school administration before the debt is forgiven, waived, or written off of the school corporation accounts and considered an uncollectable account.

The school corporation may forgive, waive, or write-off all or a portion of the debt if one of the following conditions is met:

1. The school administration determines that the student or the parent or guardian of the student is unable to pay the debt;

2. The payment of the debt could impact the health or safety of the student;

3. The cost to pursue and collect the debt from the student and his/her parents would cost more than the potential total debt collected; or

4. There are mitigating circumstances as determined by the superintendent that preclude the collection of the debt.

Every decision to forgive, waive, or write-off a debt must be documented and include the specific fact for the decision relating to one of the above stated reasons. If the uncollectable debt is a student lunch account, it cannot be an expense to the school food service account and must be covered by non-Federal funds.

The Superintendent may develop regulations addressing specific situations relating to the above

conditions. In the cases where a positive balance exists in the accounts, every effort must be made by the school administration to return the positive balance to the account holder when the person is no longer in the school corporation. If attempts made to refund the balance have been unsuccessful, the balance should be transferred to the corresponding school fund Lunch Angel.

Food Service Board Approval for Student and Staff Meal Prices

The School Board approves any changes in Student and Adult Meal Prices. Also, each school year the School Food Authority (SFA) is charged with calculating their paid lunch price increase requirement to meet the requirements in Section 205 of the Healthy, Hunger-Free Kids Act of 2010. The PLE Tool was created to help with the calculation. The completed PLE Tool is required to be sent to the Department of Education each school year.

1. The PLE tool is completed each spring to determine if a price increase is required. An exemption from raising prices can be requested if certain criteria are satisfied.
2. A student meal price recommendation is then submitted to the School Board for approval.
3. Adult lunch prices are required to be equal to or higher than the total cost of a high school student meal.
4. Adult prices are assessed each spring and based on the recommendation for student lunches, is calculated and submitted to the School Board for approval.

Separation of Duties

Internal Controls are set in place to provide for separation of duties and to ensure the integrity of the Food Service Program.

Bank Reconciliation

1.1. Performed by the Assistant Deputy Treasurer.
1.2. The Food Services Office Assistant matches all online deposits made to the Point of Sale (POS) online and reports any deposits in transit to the Assistant Deputy Treasurer.
1.3. Daily POS transactions are posted at the end of the month by the Food Services Office Assistant into the Financial Accounting Software.
1.4. The Assistant Deputy Treasurer and Deputy Treasurer reconcile the bank statement.

Purchasing and Receiving

Food and supplies

Food Bids are advertised and awarded to one single prime vendor by the Director of Food Services and through the Food Services Cooperative in May through the Regional Service Center. Food orders are placed by Cafeteria Managers using an order guide pre-approved by the Director of Food Services. Small purchase items not on the bid are placed by the Food Service Office Assistant in conjunction with the Director of Food Services.

The Cafeteria Manager checks in all food deliveries.

Contracts

1.1. Any items over the $150,000 threshold will be bid with the assistance and guidance of the Chief Financial Officer.
1.2. All invoice pricing is double checked against bid and quoted prices by the Director of Food Services. 2. Expenses are entered into the Financial Accounting Software by the Food Services Office Assistant.
1.3. Checks, check registers and records are processed by the Deputy Treasurer and Chief Financial Officer.

1.4. All contracts are evaluated by the Director of Food Services in cooperation with the Chief Financial Officer and signed by the School Board.

Free and Reduced Applications

1.1. Free and Reduced Applications are processed and entered into the point of sale system by the Director of Food Services or Food Services Office Assistant within 10 days of receipt and signed and dated.

1.2. An audit is completed each year on 3% of all processed applications by the Director of Food Services and signed and dated.

Payroll

1.1. All times sheets are approved by the Cafeteria Managers, checked for accuracy and electronically approved. The Food Service Office Assistant makes a second review of time sheets and electronically approves.

1.2. Payroll is processed in Skyward by the Payroll Specialist.

Monitoring

Audits are performed regularly by the Director of Food Services.

Book	POLICIES
Section	Section F - Fiscal Management
Title	F325 - Debt Management Pollicy
Code	
Status	Active

F325

DEBT MANAGEMENT POLICY

The purpose of the Corporation's Debt Management Policy ("Debt Policy") is to establish and maintain well-defined guidelines around issuing new debt and considerations for outstanding debt to protect the fiscal stability of the Corporation. The Chief Operating Officer/Treasurer and the School Board of Finance shall review this Debt Policy annually to determine if any adjustments are needed during the annual Board of Finance meeting.

Definitions:

For purposes of this policy, the following definitions apply:

Amended and Restated Post Issuance Compliance Procedures shall mean the post-issuance procedures approved by the School Board President, School Board Secretary, and Chief Operating Officer/Treasurer.

Corporation shall mean the Franklin Community School Corporation.

Corporation Debt shall include short-term debt, long-term debt or any related school building corporation debt.

Finance Team shall mean the Superintendent, Chief Operating Officer/Treasurer, municipal advisor, and bond counsel.

School Board shall mean the Franklin Community Schools Board of School Trustees.

Objectives:

In order to achieve its purpose, the Debt Policy has the following objectives:

- To guide the Corporation's Finance Team;
- To set forth operating principles minimizing the cost of government and financial risk;
- To maintain appropriate financial capacity for present and future needs; and
- To protect the Corporation's credit rating and provide for adequate resources to meet the obligations of the Corporation debt.

Guidelines for Debt:

Financing Team

The Corporation employs various professionals for assistance with its debt issuance. These professionals include underwriters, trustees, consultants, municipal advisors and attorneys. For these professional services, the Corporation, through its Chief Operating Officer/Treasurer, will evaluate its professionals as needed. When evaluating the professionals, the Corporation will consider general municipal financing expertise and qualifications, as well as the specific understanding of the Corporation's debt structure, finances, legal covenants, and familiarity with the Corporation.

Debt Limits

The Corporation will observe state constitutional and statutory restrictions applicable to any debt issued by the Corporation. The Corporation shall not be subject to any additional local debt limitation, but as a policy goal, the Corporation will target a maximum non-exempt debt service levy tax rate (excludes debt approved by referenda) not to exceed $0.694999 ~~+/- $.05 (Targeted Range).~~ .The Corporation will monitor other debt measurements in conjunction with the issuance of additional bonds, including debt compared to gross assessed value and debt per capita.

The Corporation, with the assistance of, and oversight by the Finance Team, will work to maintain the Targeted Range, and any changes to this policy goal must be approved by the School Board.

Refunding Bonds

The Corporation may refund outstanding debt to achieve interest cost savings, remove or change burdensome bond covenants, adjust interest rates, release funds or a lien on building corporation property, restructure the stream of debt service payments and for any other reason deemed in the best interests of the Corporation, as determined by the Finance Team and the School Board.

If the Corporation determines it will refund outstanding debt to achieve cost savings, then such cost savings should target savings or benefit to the Corporation of five percent (5%); however, smaller savings amounts may be evaluated for financings where there are significant present value savings and the interest rate environment is increasing.

Tax-Exempt or Taxable Debt

Most debt will be issued as tax-exempt when permitted under federal law. To qualify as tax-exempt, the terms of the issuance and the use of issuance proceeds must comply with IRS regulations. Bond counsel will review the transaction and intended use of bond proceeds with the Finance Team and make a determination on the tax status of the bonds under consideration. The Corporation will take the necessary steps to maintain

the tax-exempt status of the bonds after issuance (in accordance with its Tax Compliance Procedures, which are contained in bond transcripts for the applicable tax-exempt financing).

The Corporation may issue taxable debt for projects or uses that do not meet federal and/or state regulations for tax-exempt funding. In some instances, the use of tax-exempt debt might not be costeffective, leading to the use of a taxable issuance as the lowest possible cost of funds. The Finance Team shall determine the most cost-effective way to finance the project for each financing. The following items should be considered when the Corporation plans to issue taxable debt:

- Conventional call provisions in the taxable market can differ materially from those included in the taxexempt market, and, if deemed appropriate, the Corporation will consider the economic benefits and costs of a make whole call or issuing non-callable bonds, both of which are common in the taxable bond market.
- Consideration should be given to whether the Corporation would benefit from using a blend of tax-exempt bonds and taxable bonds on a particular financings. Analysis should be completed prior to the bond sale regarding as to structure would produce the lowest cost for a given maturity when considering applicable legal options.

Debt Considerations:

Debt Structure

All capital improvements financed through the issuance of debt will be financed for a period, in general, not to exceed the useful economic life of the improvements and in consideration of the ability of the Corporation.

Long-term debt, payable from ad valorem taxes, is limited to the maximum allowable time period under law. Call features should be evaluated based on market conditions and other considerations at the time debt is issued. The Corporation will evaluate call features with the Finance Team, with the advice of its municipal advisor, and will determine what is in the Corporation's best interest based upon an assessment of the municipal bond market at the time of the financing.

The Corporation only plans to issue fixed rate debt and will not issue variable rate debt. Should future market conditions change to make variable rate debt a more attractive option for the Corporation, then the School Board will re-evaluate this portion of the Debt Policy at that time.

Bond Ratings

In connection with a bond financing, the Finance Team shall evaluate whether there is a benefit to have one or more ratings assigned to the bond issue. When making this assessment, the Finance Team shall determine whether the estimated cost of securing the rating or ratings is likely to result in an estimated reduction in the total interest cost. The estimated reduction in interest cost should exceed the estimated costs to secure the rating, including the cost of professional services needed to assist with the rating process.

Additionally, the Finance Team shall respond to any inquiries from the rating agencies after the debt has been issued to provide the rating agencies with accurate and timely information that is relevant to the financial position of the Corporation. The Chief Operating Officer/Treasurer, with the assistance of its municipal advisor, shall maintain a relationship with one or more rating agencies on a consistent basis to keep the rating

agencies informed of capital plans, upcoming debt issuance or other information that is pertinent to the Corporation's finances.

Management of Bond Proceeds

When bonds are issued, the bond proceeds will be deposited into the accounts as set forth in the authorizing document for the bond financing, which may include the construction fund and an escrow fund for refundings. Monies allocated to these funds may be invested until needed. The investment strategy for each fund will depend, in part, on federal and state statutes and regulations governing the types of instruments permitted to be used and will consider any tax covenants associated with tax-exempt debt. The funds will be invested in accordance with the School Board's Investment Policy, F200 – Investment Income, and the Business Department, with assistance from its municipal advisor and bond counsel, shall determine the appropriate investments of bond proceeds for the applicable bond issue which will meet these state and federal requirements.

Post Issuance Compliance

The Corporation will adhere to its Amended and Restated Post Issuance Compliance Procedures, which may be revised from time to time to ensure compliance with its continuing disclosure undertakings, including timely filings of required financial information, audits and reportable events on the Municipal Securities Rulemaking Board's EMMA website.

Franklin Community School Corporation

Adopted: 4-14-25
Revised: 1-12-26

Item	Description	RenosysNotes / Exclusions	Renosys Total Cost ($)	Landmark Notes / Exclusions	Landmark Total Cost ($)		
1.1	**Mobilization (Setup, equipment transport, insurance, bonds)**	Bond Excluded	In Section 2		102,140		
1.2	**Demolition & Disposal (Removal of old tile, grating, existing targets)**	In Section 2	In Section 2		108,149		
1.3	**Surface Preparation (Sanitization, patching, fleece installation if req.)**	In Section 2	in Section 2		138,190		
	Section 1 Subtotal:		**In Section 2**		**$348,479.00**		
2. Membrane Installation (Evolution System)							
Item	**Description**	**Renosys Estimated Sq. Footage**	**Renosys Total Cost ($)**	**Landmark Estimated Sq. Footage**	**Landmark Total Cost ($)**		
2.1	**Pool Floor: Supply & Install Evolution Membrane (Smooth)**	13,365	Included in 2.2	13,300 SF+	186,256		
2.2	**Pool Walls: Supply & Install Evolution Membrane (Smooth)**	3,208	223,446	4,200 SF+	168,231		
2.3	**Entry Area: Supply & Install Evolution Membrane (Anti-Slip)**	Not Included Unclear	Not Included Unclear	2,200 SF+	60,083		
	Section 2 Subtotal:		**$223,446.00**		**$414,570.00**		
3. Markings & Targets (PVC)							

Item	Description	Qty / Linear Ft.	Total Cost ($)	Qty / Linear Ft.	Total Cost ($)		
3.1	**Floor Lane Lines: Applied PVC markings (Black/Dark Blue)**	In Section 2	In Section 2	Match Existing	30,041		
3.2	**Wall Targets: Supply & Install PVC Targets (Replacing tile targets)**	In Section 2	In Section 2	Match Existing	18,025		
	Section 3 Subtotal:		**$0.00**		**$48,066.00**		
4. Tile Renovation							
Item	**Description**	**Material Spec**	**Total Cost ($)**	**Material Spec**	**Total Cost ($)**		
4.1	**Waterline Tile: Supply & Install**	Included in 4.2	Included in 4.2	Myrtha	54,074		
4.2	**Finger Grip Tile: Supply & Install**	Knoxtile-Buchtal	232,500	Myrtha	66,091		
4.3	**Perimeter Tile: Supply & Install**	Not Included	Not Included	Match Existing	126,174		
	Section 4 Subtotal:		**$232,500.00**		**$246,339.00**		
5. Gutter & Deck Equipment							
Item	**Description**	**Brand/Model Quoted**	**Total Cost ($)**	**Brand/Model Quoted**	**Total Cost ($)**		
5.1	**Gutter Grating: Supply & Install Perimeter Grating**	DuraTech HDPE Polygrate	30,300	Myrtha	114,157		
5.2	**Entry Flooring: Supply & Install PEM Soft Walk (or equiv.)**	Not Included	Not Included	Myrtha	30,042		
	Section 5 Subtotal:		**$30,300.00**		**$144,199.00**		
6. Project Summary							

Summary Category	Cost	Renosys		Landmark			
Section 1: General & Prep	$	$o - Included in 2		$348,479			
Section 2: Membrane System	$	$223,446		$414,570			
Section 3: Markings & Targets	$	$o - Included in 2		$48,066			
Section 4: Tile Renovation	$	$232,500		$246,339			
Section 5: Gutter & Deck	$	$30,300		$144,199			
TOTAL PROJECT BID:	**$**	**$486,246**		**$1,201,653**			

Request for Proposal (RFP)

Project Title: Competition Pool Relamination and Renovation at Franklin Community High School

Issuing Organization: Franklin Community Schools

Schedule:

- **Proposal Release:** March 12, 2026
- **Proposal Due Date:** March 26, 2026 @ 1:00 PM at 998 Grizzly Cub Drive, Franklin, IN 46131

---

1. Project Overview

Franklin Community Schools (FCS) is seeking proposals from qualified contractors for the complete renovation and relamination of our competition swimming pool at Franklin Community High School (FCHS). The project encompasses the supply and installation of a reinforced PVC membrane system (Evolution), replacement of tile components, and installation of new gutter grating and safety flooring.

2. Scope of Work

The selected contractor will be responsible for the complete relamination of the competition pool floor, walls, and gutter systems. This includes all surface preparation, material supply, installation, and waste disposal.

Key components of the scope include:

- Removal and disposal of existing applicable materials.
- Surface preparation of the pool shell to ensure proper adhesion and finish.
- Installation of a new reinforced membrane system.
- New tile installation (perimeter, waterline, and finger grip).
- Installation of applied markings (replacing old tile targets with PVC).
- Installation of new gutter grating.
- Start date is August 3, 2026 and work needs to be completed in 6-8 weeks.

3. Technical Specifications

The proposal must include the **Supply of Material and Installation** for the following specific items:

A. Membrane System (Liner)

- **Floor:** Installation of **Evolution membrane** (Smooth finish).
- **Walls:** Installation of **Evolution membrane** (Smooth finish).
- **Entry Area:** Installation of **Anti-slip Evolution membrane** for the designated entry area

to ensure bather safety.

B. Markings and Targets

- **Lane Lines:** Applied PVC markings for floor lane lines (Black/Dark Blue as per facility standard).
- **Targets:** Replace existing tile wall targets with **PVC targets** (welded/applied directly to the membrane).

C. Tiling and Coping

- **Replacements:** Remove and replace the following tile components:
  - Waterline tile.
  - Finger grip tile.
  - Perimeter tile.

D. Gutter and Decking Components

- **Grating:** Supply and installation of new **Perimeter Gutter Grating**.
- **Entry Flooring:** Supply and installation of **PEM Soft Walk** flooring (or approved equivalent matting) for the entry area.

E. Pool Facility Design Data

- Length - 175 ft
- Width - 76 ft
- Pool Water Sur. Area - 13,300 sq.ft.
- Perimeter - 521 ft
- Volume - 454,000 gal
- Bather Load - 110
- Filter Type - High Rate Sand
- Pool Turnover - 8 hrs
- Recirc. Rate - 1260 gpm
- Filtration Rate (Design) - 12.4 gpm/sq. ft.
- Filter Area (Required) - 101.6 sq. ft.
- Filter Area (Actual) - 101.6 sq. ft.
- Filtration Rate (Actual) - 12.4 gpm/sq. ft.

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4. Contractor Requirements

Proposals will only be accepted from contractors who meet the following criteria:

1. **Experience:** Demonstrated experience in installing reinforced PVC commercial pool membranes (specifically Evolution or similar commercial-grade systems).
2. **Certification:** Must be a certified installer for the specified membrane manufacturer.
3. **Insurance:** Must provide proof of Liability and Worker's Compensation insurance.
4. The selected contractor will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

5. Submission Guidelines

Please submit your proposal by **1:00 PM** on **March 26, 2026 at 998 Grizzly Cub Dr., Franklin, IN 46131**.

The proposal should include:

- **Company Profile:** Brief history and qualifications.
- **Project Approach:** A brief description of how you intend to execute the Scope of Work, including surface prep methods.
- **Cost Breakdown:** Itemized pricing for:
  - Materials (Membrane, Tile, Grating, PEM flooring).
  - Labor (Demolition, Prep, Installation).
- **Timeline:** August 3, 2026 project can begin with 6-8 weeks for completion.
- **Warranty:** Details on the manufacturer's warranty for materials and the contractor's warranty for workmanship. 10+ year warranty is preferred.
- **References:** Contact information for at least three (3) similar commercial pool projects completed in the last 5 years.

6. Evaluation Criteria

Proposals will be evaluated based on the following:

- Compliance with technical specifications.
- Total project cost.
- Experience and references.
- Proposed timeline and availability.
- Warranty terms.

Benji Betts - FCS Executive Director of Operations - bettsw@franklinschools.org

*Site visits are highly encouraged and will be conducted on **March 24, 2026 at 9:00 AM** at Franklin Community High School athletic entrance on the west side of the building. Please contact Benji Betts with any questions.*

ATTACHMENT A: PRICING WORKSHEET

Project: Competition Pool Relamination and Renovation for Franklin Community Schools

Vendor Name: RenoSys Corp.

Date: April 26, 2026

Instructions: Please complete all sections below. If a specific line item is included in another cost, please note that in the "Notes/Exclusions" column. Do not leave cells blank.

1. General & Preparation

Item	Description	Notes / Exclusions	Total Cost ($)
1.1	**Mobilization** (Setup, equipment transport, insurance, ~~bonds~~)	Bond Excluded	In Section 2
1.2	**Demolition & Disposal** (Removal of old tile, grating, existing targets)	In Section 2 ↓	↓
1.3	**Surface Preparation** (Sanitization, patching, fleece installation if req.)	↓	↓
	Section 1 Subtotal:		~~$0.00~~ In Section 2

2. Membrane Installation (Evolution System)

Item	Description	Estimated Sq. Footage	Total Cost ($)
2.1	**Pool Floor:** Supply & Install *Evolution Membrane* (Smooth)	13,365	Included in 2.2
2.2	**Pool Walls:** Supply & Install *Evolution Membrane* (Smooth)	3,208	$223,446.00
2.3	**Entry Area:** Supply & Install *Evolution Membrane* (Anti-Slip)	Not Included Unclear	Not Included Unclear

	Section 2 Subtotal:		**$0.00**

3. Markings & Targets (PVC)

Item	Description	Qty / Linear Ft.	Total Cost ($)
3.1	**Floor Lane Lines:** Applied PVC markings (Black/Dark Blue)	In Section 2	In Section 2
3.2	**Wall Targets:** Supply & Install PVC Targets (Replacing tile targets)		
	Section 3 Subtotal:		**$0.00**

4. Tile Renovation

Item	Description	Material Spec	Total Cost ($)
4.1	**Waterline Tile:** Supply & Install	Included in 4.2	Included in 4.2
4.2	**Finger Grip Tile:** Supply & Install	Knoxtile - Buchtal	$232,500.00
4.3	**Perimeter Tile:** Supply & Install	Not Included	Not Included
	Section 4 Subtotal:		~~$0.00~~ $232,500.00

5. Gutter & Deck Equipment

Item	Description	Brand/Model Quoted	Total Cost ($)

5.1	**Gutter Grating:** Supply & Install Perimeter Grating	DuraTech HDPE Polygrate	$30,300.00
5.2	**Entry Flooring:** Supply & Install *PEM Soft Walk* (or equiv.)	Not Included	Not Included
	Section 5 Subtotal:		~~$0.00~~ $30,300.00

6. Project Summary

Summary Category	Cost
Section 1: General & Prep	$ 0 - Included in 2
Section 2: Membrane System	$ 223,446.00
Section 3: Markings & Targets	$ 0 - Included in 2
Section 4: Tile Renovation	$ 232,500.00
Section 5: Gutter & Deck	$ 30,300.00
TOTAL PROJECT BID:	**$** 486,246.00

Authorized Signature

By signing below, the Contractor certifies that the costs above include all labor, materials, and equipment necessary to complete the Scope of Work detailed in the RFP.

Name: Johnathan Roberts

Title: Commercial Sales

Signature: [signature]

Date: 3/26/26

Request for Proposal (RFP)

Project Title: Competition Pool Relamination and Renovation at Franklin Community High School

Issuing Organization: Franklin Community Schools

Schedule:

- **Proposal Release:** March 12, 2026
- **Proposal Due Date:** March 26, 2026 @ 1:00 PM at 998 Grizzly Cub Drive, Franklin, IN 46131

---

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Key components of the scope include:

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- Installation of a new reinforced membrane system.
- New tile installation (perimeter, waterline, and finger grip).
- Installation of applied markings (replacing old tile targets with PVC).
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- Start date is August 3, 2026 and work needs to be completed in 6-8 weeks.

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The proposal must include the **Supply of Material and Installation** for the following specific items:

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to ensure bather safety.

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- **Lane Lines:** Applied PVC markings for floor lane lines (Black/Dark Blue as per facility standard).
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C. Tiling and Coping

- **Replacements:** Remove and replace the following tile components:
  - Waterline tile.
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- **Grating:** Supply and installation of new **Perimeter Gutter Grating**.
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- Pool Turnover - 8 hrs
- Recirc. Rate - 1260 gpm
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- Filter Area (Required) - 101.6 sq. ft.
- Filter Area (Actual) - 101.6 sq. ft.
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4. Contractor Requirements

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3. **Insurance:** Must provide proof of Liability and Worker's Compensation insurance.
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5. Submission Guidelines

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- **Cost Breakdown:** Itemized pricing for:
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- **Timeline:** August 3, 2026 project can begin with 6-8 weeks for completion.
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- **References:** Contact information for at least three (3) similar commercial pool projects completed in the last 5 years.

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Proposals will be evaluated based on the following:

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- Total project cost.
- Experience and references.
- Proposed timeline and availability.
- Warranty terms.

Benji Betts - FCS Executive Director of Operations - bettsw@franklinschools.org

*Site visits are highly encouraged and will be conducted on **March 24, 2026 at 9:00 AM** at Franklin Community High School athletic entrance on the west side of the building. Please contact Benji Betts with any questions.*

ATTACHMENT A: PRICING WORKSHEET

Project: Competition Pool Relamination and Renovation for Franklin Community Schools

Vendor Name: Spear Aquatics LLC, DBA Landmark Aquatic

Date: 3/26/2026

Instructions: Please complete all sections below. If a specific line item is included in another cost, please note that in the "Notes/Exclusions" column. Do not leave cells blank.

1. General & Preparation

Item	Description	Notes / Exclusions	Total Cost ($)
1.1	**Mobilization** (Setup, equipment transport, insurance, bonds)		$102,140
1.2	**Demolition & Disposal** (Removal of old tile, grating, existing targets)		$108,149
1.3	**Surface Preparation** (Sanitization, patching, fleece installation if req.)		$138,190
	Section 1 Subtotal:		~~$0.00~~ $348,479

2. Membrane Installation (Evolution System) – MYRTHA

Item	Description	Estimated Sq. Footage	Total Cost ($)
2.1	**Pool Floor:** Supply & Install *Evolution Membrane* (Smooth)	13,300 SF +	$186,256
2.2	**Pool Walls:** Supply & Install *Evolution Membrane* (Smooth)	4,200 SF +	$168,231
2.3	**Entry Area:** Supply & Install *Evolution Membrane* (Anti-Slip)	2,200 SF +	$60,083

	Section 2 Subtotal:		~~$0.00~~ $414,570

3. Markings & Targets (PVC)

Item	Description	Qty / Linear Ft.	Total Cost ($)
3.1	**Floor Lane Lines:** Applied PVC markings (Black/Dark Blue)	MATCH EXISTING	$30,041
3.2	**Wall Targets:** Supply & Install PVC Targets (Replacing tile targets)	MATCH EXISTING	$18,025
	Section 3 Subtotal:		~~$0.00~~ $48,066

4. Tile Renovation

Item	Description	Material Spec	Total Cost ($)
4.1	**Waterline Tile:** Supply & Install	MYRTHA	$54,074
4.2	**Finger Grip Tile:** Supply & Install	MYRTHA	$66,091
4.3	**Perimeter Tile:** Supply & Install	MATCH EXISTING	$126,174
	Section 4 Subtotal:		~~$0.00~~ $246,339

5. Gutter & Deck Equipment

Item	Description	Brand/Model Quoted	Total Cost ($)

5.1	**Gutter Grating:** Supply & Install Perimeter Grating	MYRTHA	$ 114,157
5.2	**Entry Flooring:** Supply & Install *PEM Soft Walk* (or equiv.)	MYRTHA	$ 30,042
	Section 5 Subtotal:		~~$0.00~~ $ 144,199

6. Project Summary

Summary Category	Cost
Section 1: General & Prep	$ 348,479
Section 2: Membrane System	$ 414,570
Section 3: Markings & Targets	$ 48,066
Section 4: Tile Renovation	$ 246,339
Section 5: Gutter & Deck	$ 144,199
TOTAL PROJECT BID:	**$** 1,201,653

Authorized Signature

By signing below, the Contractor certifies that the costs above include all labor, materials, and equipment necessary to complete the Scope of Work detailed in the RFP.

Name: Brian Spear

Title: Spear Corporation

Signature: [signature]

Date: 3/25/2026

April 2026 Board Meeting

"June 2026" Software Renewals

- **Renaissance (Educlimber)**
  - **$32,595.50**
- **Edmentum (Apex)**
  - **$52,314.00**
- **Amplify**
  - **$23,625.00**
- **GimKit (CBIS)**
  - **$650.00**
- **GoGuardian**
  - **$54,100.00**
- **LightSpeed (StopIt)**
  - **$4,830.00**
- **Frontline (Applitrack)**
  - **$14,395.90**
- **Frontline (Forecast 5)**
  - **$19,941.71**
- **Discovery Education (Mystery Science)**
  - **$7,475.00**
- **Parent Square**
  - **$28,289.28**
- **Surveillance 247**
  - **$1,246.95**
- **Tockify**
  - **$400.00**
- **i3-MPN**
  - **$1,000.00**

SURPLUS
April 2026

Clinic Beds – 2 at Webb Elementary

Proposal

440 State Street
Schenectady NY 12305

Date: March 18, 2026

ATTN:
Franklin Community Schools
750 East State Rd. 44
Franklin, IN 46131
Phone: 317-346-8770

Prepared By: Courtney Upell
Title: Account Executive
Email: cupell@transfinder.com
Fax: 518-723-8298
Phone: 518-723-8205

This quotation is valid for 30 days from issue date.

Transfinder Products and Services	Qty.	Initial Cost
GIS Map Conversion for County Map(s): Shelby County & Morgan County Transfinder will perform a one-time conversion of accessible map data for use in Routefinder software. • Locate available county GIS data including point / parcel layers • Collect and review map data and provide most accurate data source • Convert county map data into a format compatible with Routefinder • Archive existing maps and deliver new map data to client; • Implement new maps in the district's existing routing operation.	**2**	**$3,990**
Initial Cost		***$3,990***

This proposal has been prepared at your request. All invoices are due and payable upon receipt. The total system cost for any of the options, is due and payable upon installation. Any Federal and/or State Sales or local taxes are the responsibility of the Licensee.

APPROVED BY:

Debbie Gill, Board of School Trustee
Client Name & Title

Debbie Gill 4/13/26
Signature / Date

Financial Report for Month Ending				March 31, 2026	
BUDGET		**2026 Budget**	**Amts. Exp. to Date**	**Unexpended Balance**	**% Spent**
EDUCATION FUND					
1100000	Regular Programs	$23,407,327.00	$6,010,090.13	17,397,236.87	25.68%
1200000	Special Programs	$6,319,959.00	$1,591,972.03	4,727,986.97	25.19%
1390000	Finish Strong Program	$89,308.00	$23,779.50	65,528.50	26.63%
1400000	Summer School	$59,525.00	$0.00	59,525.00	0.00%
1600000	Remediation	$430,660.00	$108,368.05	322,291.95	25.16%
1700000	Payments to Other Gov. Units	$1,177,000.00	$213,619.61	963,380.39	18.15%
2100000	Support Serv. Students	$4,679,910.00	$1,118,309.20	3,561,600.80	23.90%
2200000	Support Serv. Instruction	$562,168.00	$139,258.80	422,909.20	24.77%
2400000	Support Serv. School Admin.	$3,322,541.00	$879,071.49	2,443,469.51	26.46%
2500000	Curricular Materials	$1,122,000.00	$155,806.74	966,193.26	13.89%
3300000	Athletic Coaches	$585,865.00	$118,131.76	467,733.24	20.16%
REFERENDUM FUND					
1100000	Regular Programs	$165,788.00	$138,000.00	27,788.00	83.24%
1600000	Remediation	$26,165.00	$12,591.70	13,573.30	48.12%
2100000	Support Serv. Students	$276,000.00	$29,000.00	247,000.00	10.51%
2600000	Operations (Custdl/Grounds/Maint)	$5,908,347.00	$1,378,546.60	4,529,800.40	23.33%
	HSA Contributions	$74,500.00	$93,871.07	(19,371.07)	126.00%
4700000	Equipment Purchases	$10,000.00	$0.00	10,000.00	0.00%
53000	Debt. Serv. Lease Rentals	$19,752,000.00	$0.00	19,752,000.00	0.00%
59200	Debt Serv Bond Bank Fee/Agent	$1,700.00	$0.00	1,700.00	0.00%
OPERATIONS FUND					
23000	Support Serv. Gen. Admin.	$1,085,652.00	$237,156.09	848,495.91	21.84%
25000	Support Serv. Business/Technology	$3,212,485.00	$799,719.16	2,412,765.84	24.89%
26000	Operation/Maint of Plant Serv.	$3,252,822.00	$756,684.02	2,496,137.98	23.26%
27000	Transp. Support Serv.	$4,174,536.00	$1,140,860.12	3,033,675.88	27.33%
43000	Professional Services	$20,000.00	$675.00	19,325.00	3.38%
45000	Bldg Improvements/Equip Rental	$121,000.00	$7,630.00	113,370.00	6.31%
47000	Equipment Purchases	$108,650.00	$31,147.44	77,502.56	28.67%
	Rainy Day	$500,000.00	$92,383.16	407,616.84	18.48%
TOTALS		**$80,445,908.00**	**$15,076,671.67**	**65,369,236.33**	**18.74%**
60100	ED Trans from One Fund to Another	$3,275,000.00	$1,131,369.06	2,143,630.94	
60200	ED Loans from One Fund to Another			0.00	
60100	DS Trans from One Fund to Another			0.00	
60100	OP Transfers from One Fund to Another			0.00	
60100	RD Transfers from One Fund to Another			0.00	
60200	RD Loans from One Fund to Another			0.00	
TOTALS		$83,720,908.00	$16,208,040.73	67,512,867.27	
FUNDS		**2026 Budget**	**Amts. Exp. to Date**	**Unexpended Balance**	
	Education Fund	$41,756,263.00	$10,358,407.31	31,397,855.69	24.81%
	Referendum Fund	$6,460,800.00	$1,652,009.37	4,808,790.63	25.57%
	Debt. Serv. Fund	$19,753,700.00	$0.00	19,753,700.00	0.00%
	Operations Fund	$11,975,145.00	$2,973,871.83	9,001,273.17	24.83%
	Rainy Day	$500,000.00	$92,383.16	407,616.84	0.00%
TOTALS		**$80,445,908.00**	**$15,076,671.67**	**65,369,236.33**	**18.74%**
ACTUAL CASH AND BANK BALANCES					
	Jan. 1, 2026 Balance on Hand	**Misc. Receipts**	**Amts. Exp. to Date**	**Balance on Hand**	
EDUCATION FUND	$3,381,939.83	$10,978,454.24	$11,489,776.37	2,870,617.70	
REFERENDUM	$1,233,512.34	$2,767.34	$1,652,009.37	(415,729.69)	
Debt.Serv.	$4,769,306.74	$9,275.70	$0.00	4,778,582.44	
OPERATIONS FUND	$4,143,086.01	$1,706,379.66	$2,973,871.83	2,875,593.84	
Rainy Day Fund	$5,063,588.09	$58,393.21	$92,383.16	5,029,598.14	
Rainy Day 2013 East Side Property Proceeds	$1,618,000.00	$0.00	$0.00	1,618,000.00	
2025 PRE-K BOND	$1,084,831.24	$0.00	$215,268.60	869,562.64	
2026 GO BOND	$0.00	$40,000.00	$0.00	40,000.00	
School Lunch	$917,623.80	$667,682.70	$941,636.10	643,670.40	
Levy Excess	$0.00	$0.00	$0.00	0.00	
SPED SHARED SERVCS	($45,214.19)	$64,446.04	$74,420.98	(55,189.13)	
Cub Care	$2,816.57	$27.65	$0.00	2,844.22	
SCIST	$0.00	$0.00	$0.00	0.00	
Cub Academy	$275,972.47	$155,026.97	$193,990.32	237,009.12	
Cub Quest	$60,830.74	$2,864.37	$3,934.51	59,760.60	
CITY IT SUPPORT	$26,357.68	$8,749.97	$6,057.47	29,050.18	
EMPLOYER OF CHOICE	$125,846.25	$16,084.29	$19,049.75	122,880.79	
E & H STUDENT TRIP	$1,007.03	$19,225.00	$20,864.81	(632.78)	
FOOD SERV CATERING	$2,747.72	$3,614.40	$4,860.06	1,502.06	
Ed. Lic. Plates	$3,067.50	$56.25	$0.00	3,123.75	
Misc 1900	$0.00	$0.00	$0.00	0.00	
Donations & Misc 2000	$155,486.87	$537,057.44	$60,349.26	632,195.05	
PAC	$248,512.93	$47,333.25	$105,974.28	189,871.90	
St Grants 3000	$343,436.01	$250,989.86	$112,440.24	481,985.63	
Fed Grants 4000-6999	($83,539.53)	$733,672.86	$711,726.11	(61,592.78)	
TOTALS	$23,329,216.10	$15,302,101.20	$18,678,613.22	19,952,704.08	
Ins Clearing Acct (Early Retirees)				250.48	
Unremitted Deductions				15,146.73	
TOTALS	$23,329,216.10			19,968,101.29	
DEPOSITORY				**Balance on Hand**	
First Merchants Bank				$20,194,800.82	
Prepaid Food Accounts				$226,699.53	
TOTALS				$19,968,101.29	

CORPORATION FINANCIAL REPORTS

1st Quarter Ending March 31, 2026

Cash Flows Results

Fund	Beginning Balance 1/1/2026	Plus: Revenue/ Transfers In 3/31/2026	Minus: Expenditures 3/31/2026	Minus: Transfers to Operation Fund 3/31/2026	Fund Balance 3/31/2026	Increase/ Decrease Fund Balances
Education Fund	$ 3,381,940	$ 10,978,454	$ 10,358,407	$ 1,131,369	$ 2,870,618	$ (511,322)
Operations Fund	$ 4,143,086	$ 1,706,380	$ 2,973,872	$0	$ 2,875,594	$ (1,267,492)
Referendum Fund	$ 1,233,512	$ 2,767	$ 1,652,009	$0	$ (415,730)	$ (1,649,242)
Debt Service Fund	$ 4,769,307	$ 9,276	$0	$0	$ 4,778,582	$ 9,276
Totals	$ 13,527,845	$ 12,696,877	$ 14,984,289	$ 1,131,369	$ 10,109,064	$ (3,418,781)

Comparison To Previous Year

Fund	Beginning 1/1/2025	Plus: Revenue/ 3/31/2025	Minus: Expenditures 3/31/2025	Minus: Transfers to Operation Fund 3/31/2025	Fund Balance 3/31/2025	Increase/ Decrease Fund Balances
Education Fund	$ 4,045,204	$ 10,472,825	$ 10,618,657	$ 818,445	$ 3,080,927	$ (964,277)
Operations Fund	$ 3,500,538	$ 1,318,004	$ 3,266,087	$0	$ 1,552,455	$ (1,948,083)
Referendum Fund	$ 1,791,163	$ 72,964	$ 1,572,289	$0	$ 291,838	$ (1,499,325)
Debt Service Fund	$ 2,731,860	$0	$0	$0	$ 2,731,860	$0
Totals	$ 12,068,765	$ 11,863,793	$ 15,457,033	$ 818,445	$ 7,657,080	$ (4,411,685)

Important Comparisons:

The 2026 starting balance across all funds increased from 2025 to 2026	$ 1,459,080
The Debt Service starting balance increased from 2025 to 2026	$ 2,037,447
The first quarter expenses across all funds decreased from 2025 to 2026	$ (472,744)
The first quarter revenue across all funds increased from 2025 to 2026	$ 833,084
The first quarter total balance across all funds increased from 2025 to 2026	$ 2,451,984

CORPORATION FINANCIAL REPORTS

1st Quarter Ending March 31, 2026

Budget Results

Fund	Budget Total	Expenditure Total	Budget Remaining	% Spent	Notes:
Education Fund	$ 41,756,263	$ 10,358,407	$ 31,397,856	24.8%	
Operations Fund	$ 11,975,145	$ 2,973,872	$ 9,001,273	24.8%	
Referendum Fund	$ 6,460,800	$ 1,652,009	$ 4,808,791	25.6%	
Debt Service Fund	$ 19,753,700	$0	$19,753,700	0.0%	
Totals	$ 79,945,908	$ 14,984,289	$ 64,961,619	18.74%	

Comparison To Previous Year

Fund	Budget Total	Expenditure Total	Budget Remaining	% Spent	Notes:
Education Fund	$ 39,484,115	$ 10,618,657	$ 28,865,458	26.9%	
Operations Fund	$ 11,757,963	$ 3,266,087	$ 8,491,876	27.8%	
Referendum Fund	$ 7,400,656	$ 1,572,289	$ 5,828,367	21.2%	
Debt Service Fund	$ 16,941,700	$0	$16,941,700	0.0%	
Totals	$ 75,584,434	$ 15,457,033	$ 60,127,401	20.45%	

Important Comparisons:

The total budget increased from 2025 to 2026	$ 4,361,474	$2.3M in Ed Fund; $2.8M in Debt Service
Percent of Ed & Op spending is lower in first quarter	2.1% and 3%	
Percent of Referendum spending is higher in first quarter	4%	

DRAFT

FRANKLIN COMMUNITY SCHOOLS

Student-Centered • Innovative

District School Calendar 2027-2028

July
21-22 - New Teacher Training

August
2-3 - Teacher Work Days
4 - First Student Day

September
6 - Labor Day - No School

October
1 - End of Grading Period
11-15 - Fall Break - No School

November
23 - Fall Sr. Project Day (HS)
24-26 - Thanksgiving Break - No School

December
14, 15, 16, 17 - Semester Finals
17 - Winter Break Begins at Dismissal
20-January 4 - Winter Break - No School

January
4 - Teacher Records Day - No School for Students
5 - School Resumes for Students
17 - MLK Day - No School

February
11 - Snow Make-Up Days - No School
14 - President's Day - No School

March
10 - End of Grading Period
23 - Spring Break Begins at Dismissal

March
24-31 - Spring Break - No School

April
3 - School Resumes
17 - Snow Make-Up Day - No School
21 - Spring Sr. Project Day (HS)

May
19, 22, 23, 24 - Semester Finals
24 - Last Day of School
25 - Teacher Records Day & Snow Make-Up Day
25, 26, 30, 31 - Snow Make-Up Days
27 - HS Graduation
29 - Memorial Day

COLOR KEY CODE

- NO School
- Teacher Work Days
- Student Days
  Wednesday - Early Release (K-6)
  Thursday - Late Arrival (7-12)
- Snow Make-Up Days
  (No school unless needed)
- eLearning Day
  (asynchronous)

Three floating eLearning Days (asynchronous) available as needed for inclement weather and other emergencies

The superintendent may convert a a snow make-up day to a school day, provided two weeks' notice is given

July 27

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 27

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 27

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 27

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 27

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 28

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 28

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March 28

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 28

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 28

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Board Approved:

998 Grizzly Cub Drive, Franklin, IN 46131
317-346-8700 | franklinschools.org

ITHAKA

Quote and Order Form

Date Initiated: February 20, 2026
Valid Until: May 20, 2026
Customer ID: 096-960
System ID: B000128109

Bill To:
Franklin Community High School
2600 Cumberland Drive
Franklin, Indiana 46131
United States

Ship To:
Franklin Community High School
2600 Cumberland Drive
Franklin, Indiana 46131
United States

Product Line
JSTOR Collections

Community
Secondary School

Classification
Schools II

Product	Subscription Start Date	Subscription End Date	Savings (%)	One Time Fee	Ongoing Fee	Total
Annual Access Fee - Artstor - College Readiness	1-Aug-2026	31-May-2027			$282.50	$282.50
JSTOR Annual Access Fee - Secondary Schools Collection	1-Aug-2026	31-May-2027			$1,300.83	$1,300.83
						Grand Total $1,583.33

Notes:

1. All fees listed are in USD, are exclusive of any VAT, and do not include any applicable taxes. On-going fees and/or the savings applied thereto are subject to reasonable annual changes.
2. Fees may be prorated to reflect the number of months left in your billing cycle or for other reasons set in ITHAKA's sole discretion.
3. Enter this order in accordance with the prices, terms, delivery method, and specifications provided in your quote.
4. This Quote and Order Form shall be subject to the terms at https://about.jstor.org/terms/.

5. If you are licensing JSTOR Digital Stewardship Services, the details of the specified Tier are described at https://support.contributors.jstor.org/hc/en-us/articles/31618373865111-JSTOR-Digital-Stewardship-Services-Tier-Overview

Date	Authorized By (Signature)
Authorized By (Title)	Authorized By (Name)

One Liberty Plaza, 165 Broadway, 5th Fl, New York, NY 10006 | +1 212 358 6400 | +1 212 358 6499 | participation@jstor.org

Thank you for your support of JSTOR!

Because learning changes everything.®

QUOTE PREPARED FOR:

Franklin Comm School Corp
625 GRIZZLY CUB DR
FRANKLIN, IN 46131
ACCOUNT NUMBER: 250718

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Melisa McCain
mccainm@franklinschools.org
(317) 871-1265

SALES REP INFORMATION:

Shannon Saul
shannon.saul@mheducation.com
(317) 526-7621

Section Summary		Value of All Materials	Free Materials	Product Subtotal
Carpentry and Building Construction		$3,381.57	($109.17)	$3,272.40
	PRODUCT TOTAL*	$3,381.57	($109.17)	$3,272.40
	ESTIMATED S&H**			$113.17
	ESTIMATED TAX**			TBD
	GRAND TOTAL*			$3,385.57

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 02/02/2026 ACCOUNT NAME: Franklin Comm School Corp EXPIRATION DATE:06/02/2026
QUOTE NUMBER: SSAUL-02022026120921-001 ACCOUNT #: 250718 PAGE #: 1

Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
CARPENTRY AND BUILDING CONSTRUCTION TEACHER EDITION	978-0-02-140247-2	1	$109.17	$109.17	*Free Materials
CARPENTRY AND BUILDING CONSTRUCTION STUDENT EDITION	978-0-02-140244-1	30	$109.08	$0.00	$3,272.40

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 02/02/2026 ACCOUNT NAME: Franklin Comm School Corp EXPIRATION DATE:06/02/2026
QUOTE NUMBER: SSAUL-02022026120921-001 ACCOUNT #: 250718 PAGE #: 2

Because learning changes everything.

QUOTE PREPARED FOR:

Franklin Comm School Corp
625 GRIZZLY CUB DR
FRANKLIN, IN 46131
ACCOUNT NUMBER: 250718

CONTACT:

Melisa McCain
mccainm@franklinschools.org
(317) 871-1265

VALUE OF ALL MATERIALS	$3,381.57
FREE MATERIALS	($109.17)
PRODUCT TOTAL*	**$3,272.40**
ESTIMATED SHIPPING & HANDLING**	$113.17
ESTIMATED TAX**	TBD
GRAND TOTAL	**$3,385.57**

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 120 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

_____ _____
Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

FRANKLIN COMMUNITY SCHOOLS
Student-Centered • Innovative

K-5 ELA Adoption Recommendation:

K-4 - CKLA Amplify (3rd Edition)
5th Grade - Open Court McGraw-Hill



Dr. Worland

Adoption Team

A RESEARCHED-BASED FOUNDATION

State Alignment

All reviewed resources are IDOE-approved and align with Indiana literacy standards.

Science of Reading (SoR)

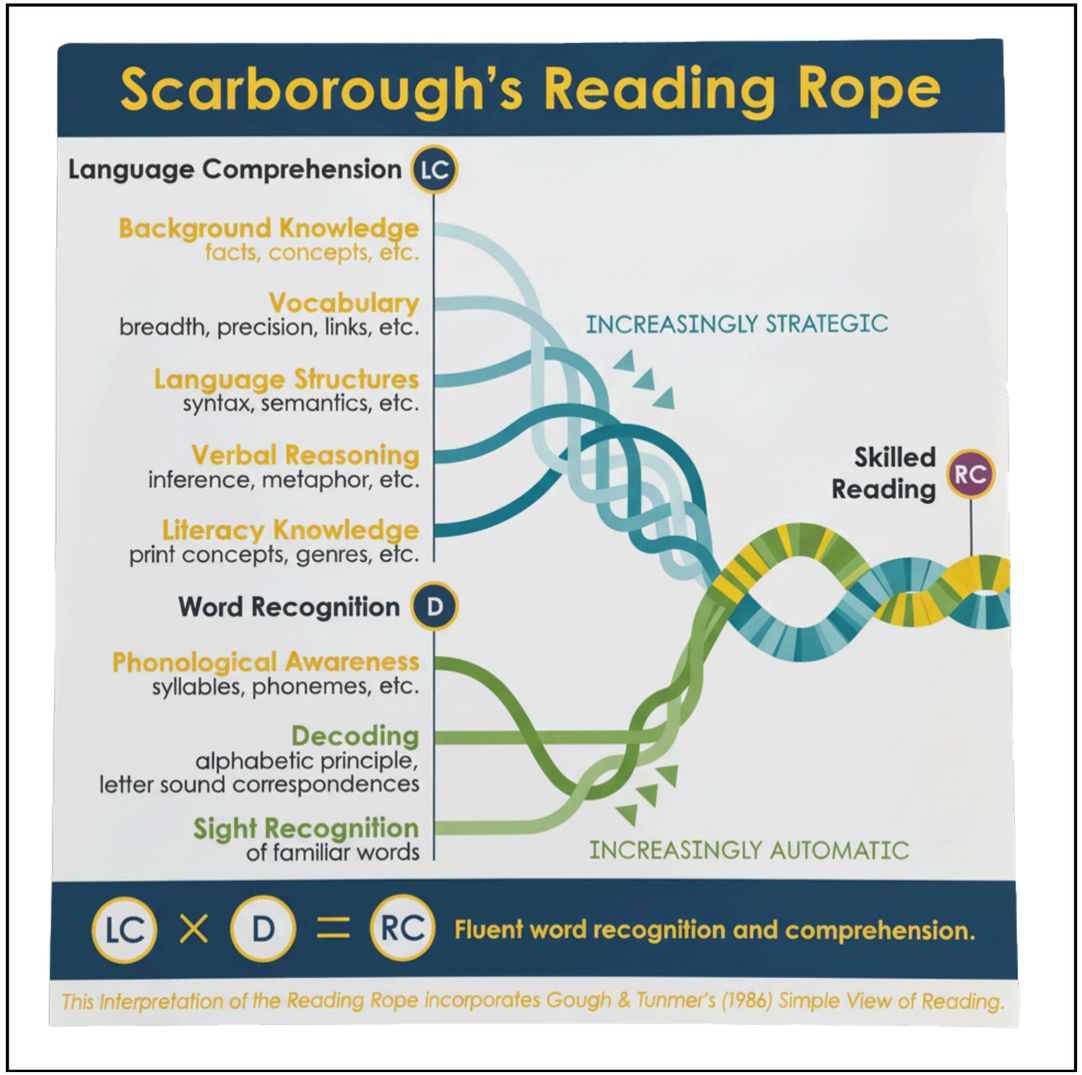
Our selection process was rooted in the Scarbrough's Reading Rope model.

The "Why"

CKLA specifically addresses the Language Comprehension half of the rope (Background Knowledge, Vocabulary, and Language Structures) where our current gaps exist.

Consistency

We are retaining our Orton-Gillingham (OG) phonics program to maintain our strong "Word Recognition" (Skills) foundation.





OUR SYSTEMATIC SELECTION PROCESS

We followed a rigorous 8-meeting “Scope of Work” to ensure transparency and collaboration:

- **Phase 1: Analysis (Jan)**
  Conducted a SWOT analysis of our current state, administered surveys, reviewed data, and identified gaps in writing and background knowledge.
- **Phase 2: Rubric Development (Feb)**
  Created a custom 12-criteria rubric focusing on instructional quality and SoR alignment.
- **Phase 3: Evaluation (Feb-Mar)**
  Hosted three deep-dive vendor presentations, two parent review nights, and K-4 PLCs from every elementary building.
- **Phase 4: Decision (Mar)**
  Final group ranking and vote based on 80 rubric evaluations.



VOTING RESULTS

The committee reached clear consensus during the March 23rd voting session:

- **Amplify CKLA:**
  77.8% of the total vote (21 votes)

- **McGraw-Hill Wonders**
  18.5% (5 votes)

- **McGraw-Hill Open Court**
  3.7% (1 vote)

- **McGraw-Hill Open Court - 5th Grade (6 member team)**
  100% (2/2 vote)





WHY CKLA?

Teachers and experts we contacted highlighted several key strengths of the Amplify program:

- **Thematic Depth**

  Twenty-three reviewers gave “High Quality” rankings for the “Knowledge-Centric” units that build mental models through science and social studies themes.

- **Integrated Writing**

  Highly praised for connecting writing tasks directly to the texts students read.

- **Vocabulary Integration**

  Systematic focus on academic vocabulary and morphology.

- **Cohesion**

  Described by staff as an “all-encompassing” curriculum that flows logically.



WHY OPEN COURT?

Teachers focused on these key strengths:

Inquiry-Based Learning

“Reading and Responding” framework that uses inquiry and research to explore cross-curricular themes in science and social studies.

Integrated Writing

Highly praised for connecting writing tasks directly to the texts students read.

Vocabulary Integration

Systematic focus on academic vocabulary and morphology.

Cohesion

Described by staff as an “all-encompassing” curriculum that flows logically.

NEXT STEPS & IMPLEMENTATION





- **April 23**
  CKLA representative returns to FCS for a targeted Staff Q&A session.

- **May**
  Committee celebration of the new adoptions

- **April/May/June/July**
  Launch of comprehensive Professional Development to support teachers with pacing and preparation

- **Fall 2026**
  Full implementatin in K-5 classrooms

English 12 PLC
April 13, 2026

PROPOSAL: To read *The Other Wes Moore: One Name, Two Fates* by Wes Moore in English 12 classes

The FCHS ELA department would like to include the following novel in the curriculum for English 12 beginning with the 2026-2027 school year and going forward.

Book	Synopsis	Awards & Honors
***The Other Wes Moore: One Name, Two Fates* by Wes Moore**	From *Goodreads*: In December 2000, the Baltimore Sun ran a small piece about Wes Moore, a local student who had just received a Rhodes Scholarship. The same paper also ran a series of articles about four young men who had allegedly killed a police officer in a spectacularly botched armed robbery. The police were still hunting for two of the suspects who had gone on the lam, a pair of brothers. One was named Wes Moore. Wes just couldn't shake off the unsettling coincidence, or the inkling that the two shared much more than space in the same newspaper. After following the story of the robbery, the manhunt, and the trial to its conclusion, he wrote a letter to the other Wes, now a convicted murderer serving a life sentence without the possibility of parole. His letter tentatively asked the questions that had been haunting Who are you? How did this happen? That letter led to a correspondence and a relationship that lasted for several years. Through dozens of letters and prison visits, Wes discovered that the other Wes had led a life not unlike his own. Both had had difficult childhoods, both were fatherless; they'd hung out on similar corners with similar crews, and both had run into trouble	● New York Times Best Seller ● Wall Street Journal Best Seller ● Widespread praise from critics, including starred reviews in *Publishers Weekly* and *Kirkus Reviews* ● Widely adopted for school curriculum in the State of Indiana

	with the police. At each stage of their young lives, they had come across similar moments of decision, yet their choices would lead them to astonishingly different destinies. Told in alternating dramatic narratives that take readers from heart-wrenching losses to moments of surprising redemption, The Other Wes Moore tells the story of a generation of boys trying to find their way in a hostile world. <u>About the Author:</u> Westley Watende Omari Moore (born October 15, 1978) is an American politician, businessman, author, and former U.S. Army officer, serving as the 63rd governor of Maryland since 2023.	

<u>CONNECTION TO: English 12 Indiana State Standards</u>

The following Indiana state standards will be addressed through the exploration of *The Other Wes Moore: One Name, Two Fates* by Wes Moore:

- 11-12 RC.1- Analyze what a text says explicitly and implicitly (e.g., inferences and interpretations) by citing strong and thorough textual evidence to support and explain how the evidence develops the analysis, including where the text leaves matters uncertain.
- 11-12 RC.3- Analyze and evaluate how an author's choices concerning how to structure specific parts of a work of literature (e.g., the choice of where to begin or end a story, the choice to provide a comedic or tragic resolution) contribute to its overall meaning and effect of a work.
- 11-12 RC.5 - Analyze the development of similar central ideas across two or more texts and determine how specific details shape and refine the central idea.
- 11-12 RC.6- Analyze a complex set of ideas or sequence of events and explain how specific ideas, events, and individuals develop throughout the text.

- 11-12 RC.7- Determine an author's perspective or purpose in a text in which the rhetoric is particularly effective (e.g., appeals to both friendly and hostile audiences, anticipates and addresses reader concerns and counterclaims), and analyze how style and content contribute to the power and persuasiveness of the text.
- 11–12 RC.9- Synthesize and evaluate multiple sources of information presented in different mediums in order to address a question or solve a problem.
- 11-12 RC.14 - Determine the meaning of words and phrases as they are used in a nonfiction text, including figurative, connotative, denotative, and technical meanings; evaluate the cumulative impact of how an author uses and refines the meaning of a key term or terms over the course of a text.
- 11-12 W.1- Write arguments in a variety of forms that:
    a. Introduce precise claim(s), establish the significance of the claim(s), distinguish the claim(s) from alternate or opposing claims, and create an organization that logically sequences claim(s), counterclaims, reasons, and evidence.
    b. Use rhetorical strategies to enhance the effectiveness of the claim.
    c. Develop claim(s) and counterclaims fairly and thoroughly, supplying the most relevant evidence for each while pointing out the strengths and limitations of both in a manner that anticipates the audience's knowledge level, concerns, values, and possible biases.
    d. Use effective and varied transitions as well as varied syntax to link the major sections of the text, create cohesion, and clarify the relationships between claim(s) and reasons, between reasons and evidence, and between claim(s) and counterclaims.
    e. Establish and maintain a consistent style and tone appropriate for the purpose and audience.
    f. Provide a concluding statement or section that follows and supports the argument presented.
- 11-12.W.2 – Write informative compositions on a variety of topics that:
    a. Introduce a topic and organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aid comprehension.
    b. Utilizing credible sources, develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
    c. Use appropriate and varied transitions and syntax to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

d. Choose language, content-specific vocabulary, and techniques to manage the complexity of the topic, recognizing and eliminating wordiness and redundancy.
e. Establish and maintain a style appropriate for the purpose and audience.
f. Provide a concluding statement or section that follows and supports the information or explanation presented (e.g., articulating implications or the significance of the topic).

- 11-12.W.3 – Write narrative compositions in a variety of forms that:
  a. Engage and orient the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view, and introducing a narrator and/or characters.
  b. Create a smooth progression of experiences or events.
  c. Use narrative techniques, such as dialogue, pacing, description, reflection, and multiple plotlines to develop experiences, events, and/or characters.
  d. Use a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).
  e. Use precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
  f. Provide an ending that follows and reflects on what is experienced, observed, or resolved over the course of the narrative.
- 11-12.W.5 – Research
  Conduct more sustained research assignments and tasks to build knowledge about the research process and the topic under study.
- 11-12 CC.1 Initiate and engage in a range of collaborative discussions on grade-appropriate topics, texts, and issues, building on others' ideas and expressing personal ideas clearly and persuasively.
- 11-12 CC.2 Engage in a thoughtful, well-reasoned exchange of ideas by referring to specific evidence.