



Board of Directors Meeting Agenda

Drexel Foundation for Educational Excellence, Inc.

DBA Thea Bowman Leadership Academy School

3401 W. 5th Avenue, Gary, IN 46406

Wednesday, April 26, 2023

6:00 PM CT

- I. Meeting Called to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
 - a. Approval of Board Agenda
 - b. Approval of Board Minutes from March 29, 2023
- IV. Presentation**
 - a. Victory Kids
- V. CMO Report**
 - a. Principal's Report
 - b. Academic Support Update
 - c. Financial Report
- VI. Updates**
 - a. ESSER
 - b. Marketing
- VII. Authorizer Report (Trine University/Education One LLC)**
- VIII. Old Business**
 - a. Approval of Staff Pay & Benefits
- IX. New Business**
 - a. Approval of Building Expansion Contract
 - b. Approval of Playground RFP
 - c. Approval of Curriculum Purchases
 - i. Eureka Math (6-8 renewal)
 - ii. Eureka Math (K-5 renewal)
 - iii. HMH Into Reading and Into Literature (K-8 renewal)
 - iv. NWEA
- X. Discussion Items**
 - a. Portables

X. PTA

XI. Open Communication/Public Comments

XII. Meeting Adjourned

The next board meeting is scheduled for May 31, 2023 at 6:00 PM CT.

Board of Directors Meeting Minutes
Drexel Foundation for Educational Excellence, Inc.
DBA Thea Bowman Leadership Academy
3401 W. 5th Avenue, Gary, IN 46406
Wednesday, March 29, 2023
6:00 PM CT

I. Meeting Called to Order

A meeting of the Board of Directors (the “Board”) of Thea Bowman Leadership Academy (“TBLA”) was held on Wednesday, March 29, 2023. The meeting was called to order by the Board Chair at 6:02 PM CT.

II. Pledge of Allegiance

The pledge of allegiance was recited by the assembled Directors and attendees.

III. Roll Call

Eve Gomez, President	Present
Jason Beres, Vice President	Present
Michelle Dickerson, Treasurer	Present
Cliff Gooden	Present
Helen Hill	Absent
Cedric Steele	Present
Michael Suggs	Present

Other Attendees:

- Amanda Webb, Assistant Director of Community Connections, Education One
- Marisa Simmons, Principal, Thea Bowman Leadership Academy
- Eva Spilker, President & CFO, PLA
- Cheri Shannon, Chief Growth Officer, PLA
- Melissa Morris, NW Regional Director, PLA
- Theresa Jacobs, Instructional Specialist, TBLA
- Tahirah Thompson, Director of Operations Facilities & New School Launch, PLA
- Antoinette Troupe, Operations Manager, Thea Bowman Leadership Academy
- Johnny Jin, Chief Strategy & Development Officer, PLA
- Ashley Minter, National Director of Marketing & Communications, PLA
- Javi Dimas, VP of Enrollment, PLA
- JoAnn Gama, Chief Human Assets Officer, PLA
- Andrea Robinson, Chief Academic Officer, PLA

a. Approval of Board Agenda

Motion: Cliff Gooden Support: Michael Suggs

Yays: 6 Nays: 0

The Board unanimously voted to approve the board agenda.

b. Approval of Board Minutes from February 22, 2023

Motion: Michael Suggs Support: Michelle Dickerson

Yays: 6 Nays: 0

The Board unanimously voted to approve the board minutes.

IV. CMO Report

a. Principal's Report

Principal, Marisa Simmons, provided an update on academics, the data dashboard, March events, and upcoming events.

b. Academic Support Update

Melissa Morris provided the academic support update and reported on the instructional review process, comparison data, Teacher and Support Staff of the Year, and PLA University.

ACTION ITEM: Michael Suggs requested the regional (Lake County) and state averages.

c. Financial Report

Eva Spilker presented a financial review of the income statement, cash balances, accounts payable balances, and days cash. The 990 tax return is currently being completed and will be filed and presented at a future board meeting.

Motion: Michael Suggs Support: Michelle Dickerson

Yays: 6 Nays: 0

The Board unanimously voted to approve the financial report.

V. Updates

a. ESSER

Johnny Jin, Chief Strategy & Development Officer, provided an ESSER update and was happy to report the ESSER III FY23 budget has been officially approved by the state.

Johnny thanked everyone for their collaboration and support.

b. Enrollment/Student Recruitment

Javi Dimas, VP of Enrollment, presented the enrollment and recruitment update.

Ashley Minter, National Director of Marketing & Communications, shared the new TBLA website and marketing update.

ACTION ITEM: The marketing team will work with school leadership to get the Student Handbook added to the website.

ACTION ITEM: Michelle requested past marketing spending amounts and additional information on the size of 21st Century compared to TBLA.

ACTION ITEM: The marketing team will work with school leadership to get another billboard display, quotes for radio slots (WLTH), and television commercials.

c. Food Service RFP

The RFP process has begun and expires on May 1st, 2023. Javi will share the results once the RFP process closes.

VI. Authorizer Report (Trine University/Education One LLC)

Amanda Webb shared the accountability update, community connections, and upcoming events. The Board Governance self-assessment is due April 15th. The End of Year Satisfaction surveys are due on June 1st.

VII. Old Business

a. Approval of MOU for the Career Center

Motion: Michael Suggs Support: Cedric Steele

Yays: 6 Nays: 0

The Board unanimously voted to approve the MOU for the Career Center.

ACTION ITEM: Once determined, Principal Simmons to share the list of students who will be attending the Career Center in the fall.

b. Approval of Performance Incentive

This item was tabled until the April 26th, 2023 board meeting. This does not delay the Retention Bonus, which was previously approved as a part of ESSER.

Motion: Jason Beres Support: Cedric Steele

Yays: 6 Nays: 0

ACTION ITEM: JoAnn to work with Principal Simmons on another approach for rewarding staff and will share out in April.

VIII. New Business

a. Approval of IT Vendor

The Board made a motion to accept the proposal.

Motion: Jason Beres Support: Michael Suggs

Yays: 6 Nays: 0

IX. Discussion Items

a. Building Expansion

b. Portables

Tahirah Thompson provided an update on the building expansion. Michelle would like to know what items can be reallocated, the amount of cash on hand, and what plan B would look like.

Ms. Troupe and Tahirah provided an update on the portables. The anticipated move-in date is April 10th or 11th.

X. PTA

Lori Anderson, VP of PTA provided an update. The Domino fundraiser has ended and awaiting the final count.

XI. Open Communication/Public Comments

Lori Anderson raised a question regarding online re-enrollment and a tab for athletics on the new website.

Michelle requested feedback on the re-enrollment process; when it was changed and if it will be changed back. The Board requested this information be communicated to parents.

ACTION ITEM: Melissa to speak with Haritha regarding the robocall greeting.

XII. Meeting Adjourned

A motion was made to adjourn the meeting.

Motion: Jason Beres Support: Cedric Steele

The meeting was adjourned at 8:26 PM.



Thea Bowman Leadership Academy

April Administration Team Report

Academic Updates:

The following has taken place:

- Staff Professional Development
- ILEARN testing

April Events & Activities:

The following events took place this month:

- JA Career Fair
- Kindergarten Round Up
- Baseball and Track Senior Night
- Ivy Tech Resume Writing and FAFSA Workshop
- Sporting Events

Upcoming Events:

The following events will take place in May:

- National Decision Day-May 1, 2023 Time: TBD
- Staff PD Day-May 5, 2023
- Staff Appreciation Week-May 8-12, 2023
- 8th Grade Dance-May 19, 2023
- Jr/Sr Prom-May 26, 2023
- Kindergarten Celebration-May 30, 2023 9:00 am
- 8th Grade Continuation-May 30, 2023 1:00 pm

Athletic Updates:

- Athletic events-visit our Athletic website for schedules

Facilities Tracking:

- Portable move-finalizing plan
- Beautification projects

Enrollment:

The enrollment for April 2023 is as follows:

Grade	Number of Scholars
K	47
1st	50
2nd	61
3rd	48
4th	49
5th	62
6th	75
7th	64
8th	66
9th	69
10th	63
11th	64
12th	63
TOTAL	781



01

Please Welcome...

PLA Profile



Meet

VP of College and Technical Education

Crissy Franco

"It is my privilege and honor to serve the staff, students, and communities of Phalen Leadership Academies nationwide. I look forward to assisting in the expansion of PLA schools through working with community partners, boards, and district leaders to create high performing schools that support scholar achievement. My passion thrives in helping all children have access to the best education and resources possible. I am so excited to be apart the National Team and look forward to planning and collaborating alongside my colleagues!"

Family Life



Crissy loves spending time with her 3 children and husband of 15 years. Her family loves to travel, try new foods and play sports. She is also a HUGE Dallas Cowboys fan!



cfranco@phalenacademies.org
Phone:
817-501-1197

Education and Experience

Mrs. Crissy Franco has served in public education for the last 18 years. She began her career as an academic adviser for UT-Arlington in 2004 while earning her certification to become an elementary teacher. In 2017, Mrs. Franco moved to San Antonio, TX where she began work as a district level administrator and served as a Career and Technical Education Director and Senior Director of Innovation for Edgewood ISD. Most recently, she planned, implemented, and led the opening of a charter high school that specializes in drop out recovery as the Principal and CEO of Learn4Life-Edgewood. Mrs. Franco is a first-generation college student, holds a Master's in Educational Leadership and Policy Studies, and graduated Summa Cum Laude from the University of Texas-Arlington. She also received her Bachelor's Degree in Public Relations from UT-Arlington as well.

PLA's Core Value:

Children First:

"Children First works to ensure that all interactions and decisions put our scholars first. Putting Children first is in my personal and professional DNA. As a mother and an educator, I develop all of my decision making around what is best for children. For every single project or task that is put before me, I plan the outcome to result in a greater opportunity or advancement for children."





02

Continuous Improvement: Gary Public Schools Comparison

TBLA Rank in Lake County

	ILEARN		HS only
	Math	ELA	Graduation Rate
Charter	6/ 15	6/ 15	4/ 9
ALL	117/ 137	118/ 137	26/ 35
Total	137		
Charter	15		
Public	117		
Charter HS	9		
All HS	35		



Our Intervention Squad Getting it Done!

- Jill Farmer
- Tabitha Muhammad
- Theresa Jacobs
- Shawntee Hunter
- Pamela Joseph
- Sharitha Thomas



03

School Safety

Security Guards Vs (SRO) School Resource Officers

Security Guards undergo training to de-escalate situations, follow the procedures and protocols put in place by the school, and support the maintenance of an overall safe environment.

They are trained to secure a safe environment in extreme situations until law enforcement can intervene.

SROs have the same authority as police officers. They undergo additional training that specifically addresses how to effectively work with youth.

School	Staff to Support Safety	Enrollment
Thea Bowman	7	800
Hammond Morton	9	1,600
Hammond Central	10	2,000
Gary Westside	13	1,200

*Information gathered in conjunction with Mr. Mead/ Local Security Vendors

Arrest	Drugs	Weapons	Tobacco(Vapes)
8	2	30	58

Current Security support aligns with the Principal's recommendation, local trends, and the information available.



1) Income Statement

Revenue - year to date:

	9,668,568	actual	2/28/2023
	11,990,086	budget	2/28/2023
\$	(2,321,517)	Below budget YTD (Negative to Budget)	

Expenses - year to date:

	8,655,022	actual	2/28/2023
	11,619,316	budget	2/28/2023
\$	2,964,295	Below Budget YTD (Positive to Budget)	

Net Income - year to date:

\$	1,013,547	actual	2/28/2023
\$	370,769	budget	2/28/2023
\$	642,777	Above budget YTD (Positive to Budget)	

YTD Feb revenue is \$2.3mm below budget primarily due to ESSER II & III revenues that will not be claimed until the expenditures for the larger facility projects are completed. YTD Feb expenses are \$2.9mm below budget primarily due to ESSER II & III facility expenses that have not been incurred.

2) Cash Balances:

\$	4,277,784	2/28/2023
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3) Accounts Payable Balances:

\$	91,867	2/28/2023
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4) Days Cash:

90

Enrollment

Budget	825
Sept Count Day	841
Feb Count Day	792

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Balance Sheet

	Actual 2/28/2023	Actual 6/30/2022
ASSETS		
CURRENT ASSETS		
Cash	4,277,783.77	4,952,278.13
Restricted Cash Bond	335,065.45	173,599.44
Accounts Receivable	161,620.11	60,075.82
Grants Receivable	1,831,402.59	746,270.12
Prepays	183,324.06	80,691.69
Deposits	24,612.60	24,612.60
Total	6,813,808.58	6,037,527.80
PROPERTY AND EQUIPMENT		
Land	859,885.95	859,885.95
Building Improvements	17,351,296.44	17,025,110.94
Textbooks	494,080.35	311,354.38
Equipment	1,583,667.35	1,512,815.90
Computers	2,361,838.93	2,260,525.72
Software	145,547.58	145,547.58
Furniture	840,499.77	834,756.93
Accumulated Depreciation	(11,895,571.64)	(11,504,089.26)
Total	11,741,244.73	11,445,908.14
OTHER ASSETS		
Bond Debt Reserve Fund	1,173,541.06	1,173,536.24
Bond Discount	254,793.39	259,993.26
Bond Issuance Costs	786,639.47	802,693.34
Deferred Expense	2,950.00	3,050.00
Total	2,217,923.92	2,239,272.84
Total Current Assets	20,772,977.23	19,722,708.78
Total Assets	20,772,977.23	19,722,708.78
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	91,867.42	66,310.91
Accrued Expenses	214,421.88	260,067.00
Payroll Liabilities	242,061.83	185,251.47
Total CURRENT LIABILITIES	548,351.13	511,629.38
LONG TERM LIABILITIES		
Bonds Payable	16,775,000.00	16,775,000.00
Total	16,775,000.00	16,775,000.00

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
 Balance Sheet

	Actual 2/28/2023	Actual 6/30/2022
Total Liabilities	<u>17,323,351.13</u>	<u>17,286,629.38</u>
 NET ASSETS		
Unrestricted Net Assets	3,449,626.10	2,432,979.40
Temporarily Restricted Net Assets	0.00	3,100.00
Total	<u>3,449,626.10</u>	<u>2,436,079.40</u>
Total Net Assets	<u>3,449,626.10</u>	<u>2,436,079.40</u>
 Total Liabilities and Net Assets	 <u><u>20,772,977.23</u></u>	 <u><u>19,722,708.78</u></u>
 BEGINNING BALANCE WITH CURRENT YEAR ADJUSTMENTS	 2,436,079.40	 846,276.92
NET SURPLUS/(DEFICIT)	1,013,546.70	1,589,802.48
ENDING NET ASSETS	<u><u>3,449,626.10</u></u>	<u><u>2,436,079.40</u></u>

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 2/1/2023 - 2/28/2023	Actual 7/1/2022 - 2/28/2023	Budget 7/1/2022 - 2/28/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
INCOME						
Federal Funding						
Title I	123,282.76	1,547,036.42	1,389,076.00	157,960.42	2,083,614.00	536,577.58
Title II	0.00	123,036.25	34,222.08	88,814.17	51,333.00	(71,703.25)
Title IV	8,732.22	44,059.25	56,373.28	(12,314.03)	84,560.00	40,500.75
SPED	17,433.20	81,794.56	46,980.00	34,814.56	70,470.00	(11,324.56)
Federal Lunch Reimbursement	38,748.11	312,928.13	417,360.00	(104,431.87)	626,040.00	313,111.87
ESSER II	79,400.33	861,377.12	2,009,361.92	(1,147,984.80)	3,014,043.00	2,152,665.88
ESSER III	106,708.23	613,922.80	2,400,000.00	(1,786,077.20)	3,600,000.00	2,986,077.20
Total Federal Funding	374,304.85	3,584,154.53	6,353,373.28	(2,769,218.75)	9,530,060.00	5,945,905.47
State Funding						
Basic Support	598,474.73	4,824,416.15	4,489,421.28	334,994.87	6,734,132.00	1,909,715.85
Charter School Grant	0.00	1,051,250.00	1,031,250.00	20,000.00	1,031,250.00	(20,000.00)
Remediation Grant	0.00	9,510.00	0.00	9,510.00	0.00	(9,510.00)
Performance Awards	0.00	31,419.53	0.00	31,419.53	0.00	(31,419.53)
Textbook Reimbursement	0.00	0.00	52,986.00	(52,986.00)	52,986.00	52,986.00
Gifted and Talented	0.00	10,610.89	0.00	10,610.89	0.00	(10,610.89)
Career and Technical Education	0.00	935.09	0.00	935.09	0.00	(935.09)
State Lunch Match	0.00	4,197.28	0.00	4,197.28	0.00	(4,197.28)
Early Intervention	0.00	1,889.36	0.00	1,889.36	0.00	(1,889.36)
Total State Funding	598,474.73	5,934,228.30	5,573,657.28	360,571.02	7,818,368.00	1,884,139.70
Other Revenue						
Student Fees	3,775.00	14,274.00	22,541.28	(8,267.28)	33,812.00	19,538.00
Athletics	5,468.32	54,038.84	38,373.30	15,665.54	54,819.00	780.16
Other Income	19,971.60	61,069.72	2,140.60	58,929.12	3,058.00	(58,011.72)
Interest Income	42.06	390.62	0.00	390.62	0.00	(390.62)
Contributions	0.00	18,659.25	0.00	18,659.25	0.00	(18,659.25)
Student Fundraising Income	1,595.00	1,753.00	0.00	1,753.00	0.00	(1,753.00)
Total Other Revenue	30,851.98	150,185.43	63,055.18	87,130.25	91,689.00	(58,496.43)
Total Income	1,003,631.56	9,668,568.26	11,990,085.74	(2,321,517.48)	17,440,117.00	7,771,548.74
EXPENSES						
Personnel Costs						
Salary and Wages	351,563.37	2,906,474.51	3,014,673.28	108,198.77	4,522,010.00	1,615,535.49
Bonuses	0.00	104,600.00	20,000.00	(84,600.00)	40,000.00	(64,600.00)
Stipends	24,824.39	91,122.90	140,000.00	48,877.10	200,000.00	108,877.10
Payroll Taxes	34,965.88	260,710.46	271,320.64	10,610.18	406,981.00	146,270.54
Health Insurance	45,537.92	320,103.26	331,613.92	11,510.66	497,421.00	177,317.74
Retirement Expense	13,020.83	102,384.65	150,733.92	48,349.27	226,101.00	123,716.35
Substitutes	0.00	(6,000.00)	37,492.00	43,492.00	53,560.00	59,560.00

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 2/1/2023 - 2/28/2023	Actual 7/1/2022 - 2/28/2023	Budget 7/1/2022 - 2/28/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Total Personnel Costs	469,912.39	3,779,395.78	3,965,833.76	186,437.98	5,946,073.00	2,166,677.22
Professional Fees						
SPED Services	17,433.20	33,646.76	110,399.10	76,752.34	157,713.00	124,066.24
Instruction Services	2,118.00	100,910.00	106,232.00	5,322.00	152,464.00	51,554.00
Staff Training & Recruitment	0.00	16,759.97	16,266.00	(493.97)	16,266.00	(493.97)
Accounting Fees	0.00	35,250.00	26,916.00	(8,334.00)	40,374.00	5,124.00
Admin Professional Services	162,219.00	1,359,870.00	1,197,554.56	(162,315.44)	1,796,332.00	436,462.00
Legal Fees	0.00	3,593.75	9,634.56	6,040.81	14,452.00	10,858.25
Marketing	0.00	259.20	1,477.00	1,217.80	2,954.00	2,694.80
Honors Diploma	1,386.00	24,045.89	5,635.28	(18,410.61)	8,453.00	(15,592.89)
Total Professional Fees	183,156.20	1,574,335.57	1,474,114.50	(100,221.07)	2,189,008.00	614,672.43
Classroom Supplies & Materials						
Classroom Supplies & Materials	837.44	189,500.71	371,938.56	182,437.85	557,908.00	368,407.29
Curricular Materials	2,254.46	47,448.67	150,000.00	102,551.33	225,000.00	177,551.33
Total Classroom Supplies & Materials	3,091.90	236,949.38	521,938.56	284,989.18	782,908.00	545,958.62
School Breakfast & Lunch Expense						
School Breakfast & Lunch Expense	26,500.00	207,191.58	358,550.08	151,358.50	563,436.00	356,244.42
Total Breakfast & Lunch	26,500.00	207,191.58	358,550.08	151,358.50	563,436.00	356,244.42
Student Transportation Expenses						
Student Transportation Expense	18,345.00	103,533.82	27,823.04	(75,710.78)	43,722.00	(59,811.82)
Total Student Transportation	18,345.00	103,533.82	27,823.04	(75,710.78)	43,722.00	(59,811.82)
Student Uniform Expense						
Student Uniform Expense	0.00	259.32	172.00	(87.32)	172.00	(87.32)
Total Student Uniform	0.00	259.32	172.00	(87.32)	172.00	(87.32)
Extra-Curricular Expenses						
Extra-Curricular Expenses	12,071.40	118,369.12	162,544.00	44,174.88	243,816.00	125,446.88
Total Extra-Curricular	12,071.40	118,369.12	162,544.00	44,174.88	243,816.00	125,446.88
Technology Expenses						
Technology Expenses	25,275.59	279,072.69	288,900.00	9,827.31	433,350.00	154,277.31
Total Technology	25,275.59	279,072.69	288,900.00	9,827.31	433,350.00	154,277.31
Facility and Equipment Expenses						
Building Rent	30,039.42	207,571.44	434,866.56	227,295.12	652,300.00	444,728.56
Building Maintenance	25,334.31	148,472.44	2,138,669.28	1,990,196.84	3,208,004.00	3,059,531.56
Grounds Maintenance	1,000.00	10,865.00	22,408.00	11,543.00	33,612.00	22,747.00
Janitorial Services & Supplies	5,165.66	45,249.84	58,943.20	13,693.36	88,415.00	43,165.16
Security Services	45,462.50	351,918.11	167,958.56	(183,959.55)	251,938.00	(99,980.11)

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

	Actual 2/1/2023 - 2/28/2023	Actual 7/1/2022 - 2/28/2023	Budget 7/1/2022 - 2/28/2023	Favorable (Unfavorable)	Annual Budget	Budget Remaining
Equipment Rental	62.50	37,503.47	44,009.92	6,506.45	66,015.00	28,511.53
Equipment Expense and Maintenance	0.00	1,800.82	35,341.28	33,540.46	53,012.00	51,211.18
Trash Removal	4,733.42	31,168.39	17,357.28	(13,811.11)	26,036.00	(5,132.39)
Total Facility and Equipment	111,797.81	834,549.51	2,919,554.08	2,085,004.57	4,379,332.00	3,544,782.49
Utilities						
Utilities	19,529.75	106,659.44	130,496.00	23,836.56	195,744.00	89,084.56
Total Utilities	19,529.75	106,659.44	130,496.00	23,836.56	195,744.00	89,084.56
Other Expenses						
Authorizer Fees	16,986.29	138,640.30	134,682.56	(3,957.74)	202,024.00	63,383.70
Office Supplies	135.84	26,119.77	14,643.20	(11,476.57)	21,965.00	(4,154.77)
Insurance Expense	14,425.34	112,853.22	106,632.00	(6,221.22)	159,948.00	47,094.78
Bank Fees	227.54	9,009.99	6,969.92	(2,040.07)	10,455.00	1,445.01
Admin Travel	442.96	4,355.28	2,453.92	(1,901.36)	3,681.00	(674.28)
Other Food Purchases	7,692.30	12,127.08	8,916.00	(3,211.08)	13,374.00	1,246.92
Interest Expense	80,710.94	645,687.51	807,109.28	161,421.77	1,210,664.00	564,976.49
Postage	888.04	5,206.50	4,183.20	(1,023.30)	6,275.00	1,068.50
Student Fundraising Expenses	2,540.00	2,540.00	0.00	(2,540.00)	0.00	(2,540.00)
Membership Dues & Fees	36.09	5,823.60	2,332.00	(3,491.60)	2,332.00	(3,491.60)
Field Trips	1,974.26	37,362.76	10,122.70	(27,240.06)	14,461.00	(22,901.76)
Nurse Supplies	0.00	0.00	2,924.00	2,924.00	4,386.00	4,386.00
Other Event Expenses	1,030.00	2,243.22	4,264.40	2,021.18	6,092.00	3,848.78
COVID-19 Operation Related Expenses	0.00	0.00	26,666.56	26,666.56	40,000.00	40,000.00
Total Other Expenses	127,089.60	1,001,969.23	1,131,899.74	129,930.51	1,695,657.00	693,687.77
Depreciation & Amortization						
Depreciation Expense	47,636.06	391,482.38	465,600.00	74,117.62	698,400.00	306,917.62
Amortization Expense	2,656.69	21,253.74	171,890.64	150,636.90	257,836.00	236,582.26
Total Depreciation & Amortization	50,292.75	412,736.12	637,490.64	224,754.52	956,236.00	543,499.88
Total Expenses	1,047,062.39	8,655,021.56	11,619,316.40	2,964,294.84	17,429,454.00	8,774,432.44
Net Income (Loss)	(43,430.83)	1,013,546.70	370,769.34	642,777.36	10,663.00	(1,002,883.70)

Phalen Leadership Academy - Indiana Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Agape Union Transport									
Agape Union Transport	#016	2/27/2023	2/27/2023	\$750.00	\$0.00		\$750.00	2/27/2023	1
Agape Union Transport	#017	2/24/2023	2/24/2023	\$600.00	\$0.00		\$600.00	2/24/2023	4
<i>Totals for Agape Union Transport:</i>				<u>\$1350.00</u>	<u>\$0.00</u>		<u>\$1350.00</u>		
AT&T									
AT&T	1210596706	2/19/2023	2/19/2023	\$2699.17	\$0.00		\$2699.17	3/21/2023	0
<i>Totals for AT&T:</i>				<u>\$2699.17</u>	<u>\$0.00</u>		<u>\$2699.17</u>		
CINTAS Corporation									
CINTAS Corporation	4147781511	2/27/2023	2/27/2023	\$668.71	\$0.00		\$668.71	3/9/2023	0
CINTAS Corporation	4147043728	2/20/2023	2/20/2023	\$668.71	\$0.00		\$668.71	3/2/2023	0
<i>Totals for CINTAS Corporation:</i>				<u>\$1337.42</u>	<u>\$0.00</u>		<u>\$1337.42</u>		
Damsel Services Inc.									
Damsel Services Inc.	Bowman2023227003	2/27/2023	2/27/2023	\$1652.65	\$0.00		\$1652.65	3/9/2023	0
Damsel Services Inc.	Bowman2023227002	2/27/2023	2/27/2023	\$3356.00	\$0.00		\$3356.00	3/9/2023	0
Damsel Services Inc.	Bowman2023012402IN	2/26/2023	2/26/2023	\$13800.00	\$0.00		\$13800.00	3/8/2023	0
<i>Totals for Damsel Services Inc.:</i>				<u>\$18808.65</u>	<u>\$0.00</u>		<u>\$18808.65</u>		
Gary Lawn Doctors, LLC									
Gary Lawn Doctors, LLC	1635	2/22/2023	2/22/2023	\$1000.00	\$0.00		\$1000.00	3/9/2023	0
<i>Totals for Gary Lawn Doctors, LLC:</i>				<u>\$1000.00</u>	<u>\$0.00</u>		<u>\$1000.00</u>		
Global Psychological									
Global Psychological	23.0215.40	2/23/2023	2/23/2023	\$316.00	\$0.00		\$316.00	2/23/2023	5
<i>Totals for Global Psychological:</i>				<u>\$316.00</u>	<u>\$0.00</u>		<u>\$316.00</u>		
Impact Networking Indiana, LLC									
Impact Networking Indiana, LLC	2885708	2/24/2023	2/24/2023	\$75.84	\$0.00		\$75.84	3/6/2023	0
<i>Totals for Impact Networking Indiana, LLC:</i>				<u>\$75.84</u>	<u>\$0.00</u>		<u>\$75.84</u>		
Main Sporting Goods									
Main Sporting Goods	109557	2/24/2023	2/24/2023	\$60.00	\$0.00		\$60.00	3/6/2023	0
Main Sporting Goods	109562	2/24/2023	2/24/2023	\$315.00	\$0.00		\$315.00	3/6/2023	0
<i>Totals for Main Sporting Goods:</i>				<u>\$375.00</u>	<u>\$0.00</u>		<u>\$375.00</u>		
On Deck Sports									
On Deck Sports	INV177557	2/20/2023	2/20/2023	\$837.44	\$0.00		\$837.44	2/20/2023	8
<i>Totals for On Deck Sports:</i>				<u>\$837.44</u>	<u>\$0.00</u>		<u>\$837.44</u>		
Physicians Coding and Education Services									
Physicians Coding and Education Services	CTE1302023	2/1/2023	2/1/2023	\$2618.00	\$0.00		\$2618.00	2/11/2023	17
<i>Totals for Physicians Coding and Education Services:</i>				<u>\$2618.00</u>	<u>\$0.00</u>		<u>\$2618.00</u>		

Phalen Leadership Academy - Indiana Open Invoice Report

Vendor Name	Invoice Number	Invoice Date	Post Date	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due	Invoice Due Date	Days Past Due
Power Sports Network									
Power Sports Network	22111	2/1/2023	2/1/2023	\$400.00	\$0.00		\$400.00	2/1/2023	27
<i>Totals for Power Sports Network:</i>				<u>\$400.00</u>	<u>\$0.00</u>		<u>\$400.00</u>		
RSI Truck & Bus Repair Inc.									
RSI Truck & Bus Repair Inc.	17902	2/28/2023	2/28/2023	\$690.00	\$0.00		\$690.00	2/28/2023	0
RSI Truck & Bus Repair Inc.	17895	2/27/2023	2/27/2023	\$2130.00	\$0.00		\$2130.00	2/27/2023	1
<i>Totals for RSI Truck & Bus Repair Inc.:</i>				<u>\$2820.00</u>	<u>\$0.00</u>		<u>\$2820.00</u>		
Tatum Security LLC									
Tatum Security LLC	0000514	2/13/2023	2/13/2023	\$23087.50	\$0.00		\$23087.50	2/13/2023	15
Tatum Security LLC	0000515	2/27/2023	2/27/2023	\$22375.00	\$0.00		\$22375.00	2/27/2023	1
<i>Totals for Tatum Security LLC:</i>				<u>\$45462.50</u>	<u>\$0.00</u>		<u>\$45462.50</u>		
Trine University									
Trine University	1069	2/21/2023	2/21/2023	\$1386.00	\$0.00		\$1386.00	3/3/2023	0
<i>Totals for Trine University:</i>				<u>\$1386.00</u>	<u>\$0.00</u>		<u>\$1386.00</u>		
United Rentals (North America), Inc.									
United Rentals (North America), Inc.	790007227-019	2/28/2023	2/28/2023	\$777.57	\$0.00		\$777.57	2/28/2023	0
<i>Totals for United Rentals (North America), Inc.:</i>				<u>\$777.57</u>	<u>\$0.00</u>		<u>\$777.57</u>		
Varitronics, LLC									
Varitronics, LLC	PSI-148819	2/1/2023	2/1/2023	\$7075.40	\$0.00		\$7075.40	2/1/2023	27
Varitronics, LLC	PSI-148722	2/1/2023	2/1/2023	\$2049.99	\$0.00		\$2049.99	2/1/2023	27
Varitronics, LLC	PSI-148723	2/1/2023	2/1/2023	\$1423.58	\$0.00		\$1423.58	2/1/2023	27
<i>Totals for Varitronics, LLC:</i>				<u>\$10548.97</u>	<u>\$0.00</u>		<u>\$10548.97</u>		
Warehouse Direct									
Warehouse Direct	5442043-0	2/24/2023	2/24/2023	\$1661.22	\$0.00		\$1661.22	3/11/2023	0
<i>Totals for Warehouse Direct:</i>				<u>\$1661.22</u>	<u>\$0.00</u>		<u>\$1661.22</u>		
GRAND TOTALS:				\$92473.78	\$0.00		\$92473.78		

Phalen Leadership Academy - Indiana Open Invoice Report

Unapplied Credit Memo Schedule

Vendor Name	Credit Memo Number	Credit Memo Date	Description	Post Status	Post Date	Ending Credit Balance
Impact Networking Indiana, LLC	171397	11/3/2022	Sales Order RMA108443	Posted	11/3/2022	\$569.80
<i>Total unapplied credit for Impact Networking Indiana, LLC:</i>						\$569.80
United Rentals (North America), Inc.	06.30.2022CM	6/30/2022	Balance to Vendor	Posted	6/30/2022	\$36.56
<i>Total unapplied credit for United Rentals (North America), Inc.:</i>						\$36.56
GRAND TOTALS:						\$606.36

THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
 February 2023

Date	Payment Number	Name of Claimant	Amount Allowed	Amount of Voucher	Description
2/1/2023	93193	Human Capital Concepts	\$5,623.69	\$5,623.69	Payroll
2/2/2023	5991	ADT Commercial	\$92.02	\$92.02	Services 2/14-3/13/2023
2/2/2023	5992	Agape Union Transport	\$1,650.00	\$1,650.00	Transportation Ending 1.27.2023
2/2/2023	5993	Amazon Capital Services	\$2,948.26	\$2,948.26	Supplies
2/2/2023	5994	AT&T	\$5,339.60	\$5,339.60	Internet Charges (Dec & Jan)
2/2/2023	5995	Blythe's Athletics	\$387.00	\$387.00	Men's Cheer Outfit
2/2/2023	5996	Douglas, Toure	\$190.64	\$190.64	Travel Reimbursement (IPLI Jan Seminar)
2/2/2023	5997	Gary Lawn Doctors, LLC	\$4,800.00	\$4,800.00	Snow Removal/Salt
2/2/2023	5998	Haggard, Arthur	\$59.14	\$59.14	Travel Reimbursement
2/2/2023	5999	Hudson Campbell Sports & Fitness Center	\$80.00	\$80.00	16 Tennis Court Rental
2/2/2023	6000	LaMyia Dukes	\$190.64	\$190.64	Travel Reimbursement
2/2/2023	6001	Master Tile - Carpet One Floor & Home	\$2,860.00	\$2,860.00	Carpet and Install (Down Payment 1/2)
2/2/2023	6002	RSI Truck & Bus Repair Inc.	\$3,165.00	\$3,165.00	Sports Travel
2/2/2023	6003	Tatum Security LLC	\$23,537.50	\$23,537.50	2 SRO, 4 Officers, 1 Officer
2/2/2023	6004	TLC Plumbing, Inc	\$14,750.00	\$14,750.00	Work #781-22
2/2/2023	6005	Troupe, Antoinette	\$194.07	\$194.07	Concession Supplies Reimbursement
2/2/2023	6006	Urban Elevator Service, LLC	\$362.66	\$362.66	Monthly Elevator Services
2/6/2023	93195	Nextiva	\$1,193.81	\$1,193.81	Tech Support
2/6/2023	93198	Human Capital Concepts	\$3,187.01	\$3,187.01	Payroll
2/6/2023	93215	Indiana American Water	\$314.84	\$314.84	DOM Services 12.13-1.17
2/7/2023	93203	Pitney Bowes Inc	\$888.04	\$888.04	Postage
2/8/2023	93196	Human Capital Concepts	\$5,187.95	\$5,187.95	Payroll
2/9/2023	6007	All In One Party Rentals	\$62.50	\$62.50	Kwik Cover
2/9/2023	6008	American Eagle Security, Inc.	\$1,525.00	\$1,525.00	Removing Cameras/Labor and Parts
2/9/2023	6009	Gold Medal Chicago ML30	\$958.97	\$958.97	Snacks
2/9/2023	6011	Main Sporting Goods	\$195.00	\$195.00	Nike Jackets
2/9/2023	6012	The Phalen Leadership Academy - Indiana, Inc.	\$162,219.00	\$162,219.00	Feb 2023 Management Fee
2/9/2023	6013	Trine University	\$396.00	\$396.00	Tuition Reimbursements
2/9/2023	6014	US Bank	\$2,750.00	\$2,750.00	Admin Fee (11/1/2022-10/31/2023)
2/9/2023	6015	Volunteer Collectibles	\$323.90	\$323.90	Athletic Equipment
2/9/2023	93197	Human Capital Concepts	\$227,510.52	\$227,510.52	Payroll
2/16/2023	6016	Allen's Florist	\$60.00	\$60.00	2/4/2023 (1/22/2023 Bereavement Plant)
2/16/2023	6017	Arrow Pest Control	\$103.00	\$103.00	Monthly Services
2/16/2023	6018	BSN Sports	\$4,805.06	\$4,805.06	Athletic Equipment
2/16/2023	6019	Global Psychological	\$673.60	\$673.60	Psychological Services
2/16/2023	6020	Haggard, Arthur	\$252.32	\$252.32	Travel Reimbursement (1/19, 1/17, 1/18/2023)
2/16/2023	6021	Hawkins, Elisha	\$30.00	\$30.00	Refund of Athletic Monies for Amari and Payton Troxler
2/16/2023	6022	IAAA - ATTN: Marie Doan, Asst. Athletic Director	\$350.00	\$350.00	Membership and Registration Fees
2/16/2023	6023	Main Sporting Goods	\$1,800.00	\$1,800.00	Gym Suit
2/16/2023	6024	RSI Truck & Bus Repair Inc.	\$12,900.00	\$12,900.00	Student Transportation
2/16/2023	6025	Tradewinds Services, Inc.	\$8,661.60	\$8,661.60	SPED Services
2/16/2023	6026	Willscot	\$29,261.85	\$29,261.85	Contract Payments
2/21/2023	93205	NIPSCO	\$12,322.52	\$12,322.52	Electric Services
2/21/2023	93206	NIPSCO	\$6,629.19	\$6,629.19	Gas Services
2/22/2023	93194	Indiana American Water	\$126.52	\$126.52	Fire Services 1.4-2.1
2/22/2023	93199	Human Capital Concepts	\$6,766.26	\$6,766.26	Payroll
2/22/2023	93207	INPRS	\$136.99	\$136.99	TRF and PERF
2/22/2023	93208	INPRS	\$187.99	\$187.99	TRF and PERF
2/22/2023	93209	INPRS	\$3,028.86	\$3,028.86	TRF and PERF
2/22/2023	93210	INPRS	\$3,380.90	\$3,380.90	TRF and PERF
2/22/2023	93211	INPRS	\$6,698.65	\$6,698.65	TRF and PERF
2/22/2023	93212	INPRS	\$8,120.41	\$8,120.41	TRF and PERF
2/22/2023	93213	Bank Fees	\$202.54	\$202.54	Services Charges
2/23/2023	6027	Agape Union Transport	\$1,275.00	\$1,275.00	Student Transportation
2/23/2023	6028	American Eagle Security, Inc.	\$3,200.00	\$3,200.00	Fire Extinguisher Replacements
2/23/2023	6029	BSN Sports	\$1,602.61	\$1,602.61	Jackets and Pants
2/23/2023	6030	CINTAS Corporation	\$1,908.97	\$1,908.97	Supplies
2/23/2023	6031	Didax Incorporated	\$704.46	\$704.46	Classroom Supplies
2/23/2023	6032	Education One, LLC	\$16,986.29	\$16,986.29	Admin Fee February 2023
2/23/2023	6033	Heinemann	\$1,550.00	\$1,550.00	Fountas/PDSM
2/23/2023	6034	Lil Lou's Beauty and Barber College	\$9,500.00	\$9,500.00	Tuition & Books
2/23/2023	6035	Lori Herron	\$36.09	\$36.09	IDOE License Reimbursement
2/23/2023	6036	Power Sports Network	\$242.31	\$242.31	Cheer Shirts
2/23/2023	6037	Simmons, Marisa	\$190.64	\$190.64	Travel Reimbursement (Jan 2023)
2/23/2023	6038	SimpleQpons	\$2,540.00	\$2,540.00	Senior Class Trip
2/23/2023	6039	Tradewinds Services, Inc.	\$7,782.00	\$7,782.00	SPED Services
2/23/2023	6040	Warehouse Direct	\$307.31	\$307.31	Janitorial Supplies
2/23/2023	93200	Human Capital Concepts	\$214,871.94	\$214,871.94	Payroll
2/23/2023	93202	EventLink Services	\$500.00	\$500.00	Event Services
2/24/2023	93214	Waste Management	\$4,733.42	\$4,733.42	Trash Services 2.1-2.28.2023
2/28/2023	93201	EventLink Services	\$70.00	\$70.00	Event Services
			\$847,442.06	\$847,442.06	

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.

Date

School Treasurer

We have examined the vouchers listed on the foregoing accounts payable voucher register, consisting of 2 pages,
 and except for vouchers not allowed as shown on the register such vouchers are hereby allowed in the total amount of \$847,442.06



ESSER Update

Thea Bowman Leadership Academy School Year 22-23

April 2023





April 2023 Update

Grant Program	Amount Awarded	Status Update
ESSER II	\$5,412,288.78	<ul style="list-style-type: none">● Original application approved on 5/4/21● FY23 budget amendment 1 approved on 1/23/23● FY23 budget amendment 2 submitted on 4/13/23● Amendment 2: moved expansion projects to ESSER III to provide more time to complete buildout
ESSER III	\$12,155,231.77	<ul style="list-style-type: none">● Original application approved on 6/29/21● FY23 budget amendment 1 approved on 3/6/23● FY23 budget amendment 2 submitted on 4/13/23● Amendment 2: moved FY23 RA and MA to ESSER II to accommodate the expansion projects



ESSER Overview

Federal Grant (Legislative Act)	TBLA Grant Award	Period of Availability/ Reimbursement Period
ESSER II (CRRSA)	\$5,412,288.78	March 2020 - September 2023
ESSER III (ARP)	\$12,155,231.77	March 2020 - September 2024

Allowable Uses:

- Address **learning loss** related to the impact of the pandemic on students and school communities, examples include:
 - implement evidence-based instructional programs and activities
 - purchase supplemental curriculum and supplies
 - administer high-quality assessments and track student progress
- Ensure a **safe and healthy learning environment**
 - address facility designs that impede social distancing
 - provide facility improvements to reduce virus transmission
 - purchase sanitizer and cleaning-related supplies
- Provide **continuity of services**
 - ensure that personnel are secure and staffing reflect the needs of the school as related to addressing learning loss and social-emotional needs
 - provide students and staff with technology needs when at-home instruction is required



ESSER II: Use of Funds

Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> • Reading Advantage • Math Advantage 	\$801,569.39
Supplemental Curriculum & Supplies	<ul style="list-style-type: none"> • Supplemental Classroom Kits & Instructional Supplies • Printer, laminator, & cutting machine 	\$240,899.87
Workforce Development Programming	<ul style="list-style-type: none"> • Career Pathway Program for pre-nursing pathway 	\$54,000.00
Staff Development & Retention	<ul style="list-style-type: none"> • PD - National Academic Conference stipends • Retention Stipends & Summer PD Stipends 	\$260,000.00
Social Emotional Programming	<ul style="list-style-type: none"> • Dean of Students & Enrichment Instructors 	\$220,594.96
Technology	<ul style="list-style-type: none"> • Leadership macbooks • CTE computers for student programming • Promethean smart boards 	\$335,129.12
Learning Environment	<ul style="list-style-type: none"> • Portables • Stairwell improvements • HVAC improvements • Expansion of outdoor playground 	\$1,137,640.43
Continuity of Services	<ul style="list-style-type: none"> • Budgeted personnel • Shuttle buses 	\$2,362,455.01
Total		\$5,412,288.78



ESSER III: Use of Funds

Category	Description	Budget
Tier II Interventions	<ul style="list-style-type: none"> • Reading Advantage • Math Advantage 	\$696,842.00
Supplemental Curriculum & Supplies	<ul style="list-style-type: none"> • Digital Media Software subscription • Supplemental Classroom Kits & Instructional Supplies 	\$304,431.57
Workforce Development Programming	<ul style="list-style-type: none"> • Career Pathway Program for pre-nursing pathway • Transportation costs for CTE programs 	\$168,000.00
Staff Development & Retention	<ul style="list-style-type: none"> • PD for SAT Tutoring • Retention & Summer PD stipends • Instructional coaches 	\$564,721.80
Social Emotional Programming	<ul style="list-style-type: none"> • Enrichment instructors and materials 	\$723,750.00
Technology	<ul style="list-style-type: none"> • Student laptops 	\$180,919.00
Extended Learning Time Programming	<ul style="list-style-type: none"> • Summer learning 	\$315,177.00
Learning Environment	<ul style="list-style-type: none"> • Additional classrooms, staff offices & restrooms • Rooms for Art, Music, Computer, Science • Additional locker rooms & media center/library • Expansion of Kitchen and Cafeteria 	\$7,168,587.00
Continuity of Services	<ul style="list-style-type: none"> • Budgeted personnel 	\$2,032,803.40
Total₂₆		\$12,155,231.77



Key Contacts

Name	Title	Email	Topics
Johnny Jin	Chief Strategy & Development Officer	jjin@phalenacademies.org	Grant budgeting, guidelines, applications, amendments
Eva Spilker	Chief Financial Officer	espilker@phalenacademies.org	Grant spending, reimbursements, general fund coordination

Number sentence: 4 plants + 3 plants = 7 plants
Answer: 7 plants

2. Color one half red. Color one third blue. Color one sixth green.

Thank you for your partnership!

Aa Bb Cc Dd Ee Ff Gg Hh

Today is 09-18-18
Tuesday (Sun) Summer
September 18, 2018

I CAN..
identify and use operation signs by drawing.

Calendar grid with numbers 1-31.

Our Focus Words
Two cards with words and illustrations.

GOOD MEET
FO
Xx Yy Zz 0 1 2 3 4 5 6

Arrived
Daily
ZINC
FOCUS

ENROLLMENT & RECRUITMENT UPDATE



YTD Enrollment: 782

Recruitment Update:

					YTD Intent to Return	YTD Apps	Total	Wkly Run Rate	Daily Run Rate
School	SIS	Goal	Gap to Goal	PTG %	Wed, 04/19/23	Wed, 04/19/23	Wed, 04/19/23	Wed, 04/19/23	Wed, 04/19/23
TBLA	PS	885	(359)	69.8%	526	92	618	33	7

Recruitment Activity:

1. Kinder round up presentations were done on the 15th. SEC will be returning to each daycare during arrivals & dismissal to engage with parents.
2. Resume writing class for parents on 4/20/23
3. Recruitment Day on April 29th - team canvassing

MARKETING



TBLA Marketing Initiatives

Billboards

- WENT LIVE: (60071) US 30 S/S E/O I-65 F/W - April 10th through April 16th
- WENT LIVE: (60421) US 30 N/S @MISSISSIPPI ST F/W - April 17th through April 23rd
- WENT LIVE: (60071) US 30 S/S E/O I-65 F/W - April 24th through April 30th
- (60422) : US 30 N/S @ MISSISSIPPI ST F/E - May 1 through June 4th
- This totals to 8 weeks

Mobile Geo

- Target Zip Codes: 46406, 46404, 46402
- 4 weeks
- Began April 24th

Radio

- WLTH
 - English
 - Spanish Radio

MARKETING



TBLA Marketing Spend

- Typically the spend varies between \$50-\$100 per new scholar needed to meet the enrollment goal
- Enrollment Goal: 852
- 64 Scholars are needed to meet our goal, taking TBLA from 788 to 852
- Our spend is \$75/scholar

Past Marketing Spend

What Other Competing Schools Are Doing:

- 21st Century Charter - \$18,350 on both static and digital boards in 2022
- About 1,264 students in grades K-12 with 4 buildings (lower elementary, upper elementary, junior high and a college & career center)

STAFF PAY & BENEFITS 23-24 Year

Board of Directors Meeting
Spring 2023



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Performance Incentive: OPTION 1

- Incentivize and recognize school staff for reaching ambitious student achievement goals
- Encourages staff to work together to improve the outcomes of their scholars and school each year
- Ensure a **10% increase in student proficiency** for ELA and Math on state assessments; **AND**
- Schools must **hit August 2023 enrollment** of preliminary 852 pending capacity confirmation (795 current, + 57)
- \$2,500 Instructional leaders and core content teachers of record
- \$1000 for teacher assistants, elective teachers and behavior interventionist
- \$500 operational, clerical & support staff

Total staff count: 91

Cost per semester: n/a

Cost per year: \$167,900 (max payout) including fringe benefits

Funding Source: ESSER III + Enrollment Growth

Payout: October 2023

Staff must be employed by January 1, 2023 to be eligible



Performance Incentive: OPTION 2

- Incentivize and recognize school staff for reaching ambitious student achievement goals
- Encourages staff to work together to improve the outcomes of their scholars and school each year
- Ensure a **10% increase in student proficiency** for ELA and Math on state assessments; **OR**
- Schools must **hit August 2023 enrollment** of preliminary 852 pending capacity confirmation (795 current, + 57)

- \$500 for ALL staff

Total staff count: 91

Cost per semester: n/a

Cost per year: \$45,500 (max payout) including fringe benefits

Funding Source: ESSER III + general budget

Payout: October 2023

Staff must be employed by January 1, 2023 to be eligible



HR Updates for 23-24 School Year

- Staff Raises
 - Requesting 3% increase for each returning staff member
- Retention Bonuses (Oct 24)
 - \$1,000 for all returning instructional staff members
 - \$500 for operational and support staff members
 - \$2,500 for school leader
- Holiday bonus next year of \$500



HR POLICY Updates

PTO Policy Changes

Current: Employees accrue 7.5 hours the first of each month from September to April for a total of 60 hours each academic year. No roll-over hours (use them or lose them).

TO: Provided that you are a full-time employee you will receive 80 hours of PTO at the beginning of the school year which can be used for personal days or sick days. Up to 40 unused hours of PTO will roll over to the next year. Requests for PTO should be submitted through HCC, our HR and Payroll system, and approved by your Building Leader(s).

Upon separation of employment, whether voluntary or involuntary, the employee will not be paid for any unused days.

Exempt (salaried) employees must take leave in full (8 hours) or half day (4 hours) increments. Non-exempt (hourly) employees must take leave in hourly increments in agreement with the number of hours of the absence.

Thea Bowman Leadership Academy Classroom Addition D/B Scoring Summary - April 17, 2023	Design - Builder 1: FORMS + FUNKTION ARCHITECTURE								Design - Builder 2: CM PARTNERS / MECCA								Value
	#1	#2	#3	#4	#5	#6	#7	#8	#1	#2	#3	#4	#5	#6	#7	#8	
TRC Member	#1	#2	#3	#4	#5	#6	#7	#8	#1	#2	#3	#4	#5	#6	#7	#8	
1.1 Minimum Requirements	(PASS / FAIL)								(PASS / FAIL)								
A: License and Registrations to complete project		p		p	p		p	p				p	p		p	p	
B: Capacity to obtain Performance / Payment Bonds		p		f	p		p	p				f	p		p	p	
C: Certificate of Insurance		p		p	p		p	p				p	p		p	p	
1.2 Design-Builder's Team Qualifications	(30 points possible)								(30 points possible)								
A: Key Staff	0	12	0	15	15	0	13	14	0	13	0	15	15	0	15	13	15
B: Team Composition	0	12	0	15	15	0	12	12	0	13	0	15	15	0	15	14	15
1.3 Design-Builder's Past Performance and Ability to Perform	(30 points possible)								(30 points possible)								
A: Similar Project Experience	0	9	0	6	10	0	8	7	0	8	0	10	10	0	10	9	10
B: Design-Build Experience	0	8	0	8	10	0	10	10	0	9	0	8	10	0	9	10	10
C: Ability to perform the work of the project	0	8	0	8	10	0	10	10	0	9	0	8	10	0	10	10	10
1.4 Proposed Design, Schedule, Work Plan	(30 points possible)								(30 points possible)								
A: Proposed Design, Schedule, Work Plan	0	12	0	6	15	0	12	10	0	14	0	8	15	0	12	9	15
B: Proposed Scope of the Project	0	10	0	7	15	0	14	8	0	14	0	8	15	0	14	10	15
1.5 Safety	(10 points possible)								(10 points possible)								
A: Safety record and plan	0	7	0	8	5	0	8	8	0	10	0	10	10	0	8	8	10
Total Points (100 possible points)	0	78	0	73	95	0	87	79	0	90	0	82	100	0	93	83	100
TRC Member	#1	#2	#3	#4	#5	#6	#7	#8	#1	#2	#3	#4	#5	#6	#7	#8	
Average Score of Eight TRC Members	82.40								89.60								
Price Proposal	\$ 5,252,516								\$ 3,947,650								
Final Calculated 'Value' (lower value equals better score)	63,744.13								44,058.59								
Thea Bowman Leadership Academy Classroom Addition D/B Scoring Summary - April 17, 2023	Design-Builder 1: FORMS + FUNKTION ARCHITECTURE								Design-Builder 2: CM PARTNERS / MECCA								





Progressive Design-Build Agreement for Indiana Public Works Projects per IC 5-30

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

This **AGREEMENT** is made as of the _ _ day of _ in the year of 2018, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

Thea Bowman Leadership Academy
3401 W. 5th Ave
Gary, IN 46204

DESIGN-BUILDER:

(Name and address)

MECA Engineering Corporation
5655 Broadway,
Merrillville, IN 46410

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Classroom Additions
Thea Bowman Leadership Academy

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

General

- 1.1 **Duty to Cooperate.** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.
- 1.2 **Definitions.** Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").
- 1.3 **Design Services.** Design-Builder shall, consistent with applicable State of Indiana licensing laws, provide design services, including architectural, engineering, and other design professional services required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.
- 1.4 **Design-Build Services** shall be delivered consistent with Indiana Code Section 5-30, as amended and all other Federal, State and Local guidelines, standards, ordinances, rules, regulations and laws.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

- 2.1.1 Owner shall provide Design-Builder with Owner's preliminary Project Criteria describing Owner's general program requirements and objectives for the Project as set forth in Exhibit A. Owner's preliminary Project Criteria shall include Owner's understanding of use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.
- 2.1.2 Design-Builder will assist Owner in developing detailed Project Criteria as part of the Phase 1 Services. Design-Builder shall document Project Criteria as part of the Phase 1 Report, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's Phase 1 Report and agree upon what revisions, if any, should be made to the Design-Builder's Phase 1 Report prior to the Owner's acceptance of the Design-Builder's Phase 1 Report.

2.2 Phased Services.

- 2.2.1 **Phase 1 Services.** Design-Builder shall perform the services of programming, design, pricing, and other services for the Project based on Owner's preliminary Project Criteria. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to approve the Design-Builder's Phase 1 Report and establish the Guaranteed Maximum Contract Price for Phase 2, as set forth in Section 2.3 below. The Guaranteed Maximum Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 7.0 herein, and is included within the Guaranteed Maximum Contract Price. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services.
- 2.2.2 **Phase 2 Services.** Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the

Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's Phase 1 Report and proposed Guaranteed Maximum Contract Price for Phase 2, Owner may proceed as set forth in Article 2.3.

2.3 **Phase 1 Report.** Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a Phase 1 Report to Owner (the "Phase 1 Report") that outlines the design scope and quality of the Project. The Phase 1 Report also defines the Work, as defined in Section 1.2.17 of the General Conditions, required for the completion of the design and construction of the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

- 2.3.1 The Phase 1 Report shall include the following unless the parties mutually agree otherwise:
- 2.3.1.1 The Guaranteed Maximum Contract Price that may be based on a Lump Sum or Design-Builder's Fee plus Cost of the Work, with an option for a GMP, which shall be the sum of:
 - 2.3.1.1.1 Design-Builder's Fee for Phase 1 Services as defined in Section 7.2.1 hereof;
 - 2.3.1.1.2 Design-Builder's Fee for Phase 2 Services as defined in Section 7.4.1 hereof;
 - 2.3.1.1.3 The estimated Cost of the Work as defined in Section 7.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 7.6.2 hereof; and
 - 2.3.1.1.4 If applicable, any prices established under Section 7.1.3 hereof;
 - 2.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Phase 1 Report;
 - 2.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Phase 1 Report, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
 - 2.3.1.4 The Scheduled Substantial Completion Date upon which the Phase 1 Report is based, to the extent said date has not already been established under Section 6.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
 - 2.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
 - 2.3.1.6 If applicable, a schedule of alternate prices;
 - 2.3.1.7 If applicable, a schedule of unit prices;
 - 2.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Phase 1 Report, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);
 - 2.3.1.9 If applicable, a Savings provision;
 - 2.3.1.10 If applicable, Performance Incentives; and
 - 2.3.1.11 A Project permit list, a list detailing the permits, governmental approvals and other reviews & approvals that are required for the Project. The Project permit

list must identify the Design-Builder's role and the Owner's role in obtaining each permit, review or approval

2.3.2 **Review and Adjustment to Phase 1 Report.**

2.3.2.1 After submission of the Phase 1 Report, Design-Builder and Owner shall meet to discuss and review the Phase 1 Report. If Owner has any comments regarding the Phase 1 Report, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Phase 1 Report.

2.3.2.2 **Acceptance of Phase 1 Report.** If Owner accepts the Phase 1 Report, as may be amended by Design-Builder, the Guaranteed Maximum Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Guaranteed Maximum Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

2.3.2.3 **Failure to Accept the Phase 1 Report.** If Owner rejects the Phase 1 Report, or fails to notify Design-Builder in writing on or before the date specified in the Phase 1 Report that it accepts the Phase 1 Report, the Phase 1 Report shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

2.3.2.3.1 Owner may suggest modifications to the Phase 1 Report, whereupon, if such modifications are accepted in writing by Design-Builder, the Phase 1 Report shall be deemed accepted and the parties shall proceed in accordance with Section 2.3.2.2 above;

2.3.2.3.2 Owner may authorize, in writing, for Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 7.1.2 hereof without a Guaranteed Maximum Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or

2.3.2.3.3 Owner may terminate this Agreement for convenience in accordance with Article 9 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, and Owner shall have Ownership of Work Product produced in Phase 1 Progressive Design Build Services in accordance with Article 5 below.

2.3.3 If, after conducting the conference identified in Section 2.3.2.3 above, Owner fails to exercise any of the options identified as sub-sections to Section 2.3.2.3, Design-Builder shall have the right to:

2.3.3.1 Continue with the Work as if Owner had elected to proceed in accordance with Item 2.3.2.3.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work,

2.3.3.2 Suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 9.2 hereof, or

2.3.3.3 May give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 2.3.2.4 within ten (10) business days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder

under Section 2.3.2.3.3, or if this Agreement is deemed completed under this paragraph, then neither party shall have any further liability or obligations to the other party under this Agreement.

Article 3

Contract Documents

- 3.1 The Contract Documents are comprised of the following:
 - 3.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement;
 - 3.1.2 This Agreement, including all exhibits;
 - 3.1.3 The General Conditions of Contract;
 - 3.1.4 The Phase 1 Report accepted by Owner in accordance with Section 2.3 herein.
 - 3.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;
 - 3.1.6 Exhibit B, Scope of Services; and
 - 3.1.7 The following other documents:
 - 3.1.7.1 Design-Builder's Design-Build Proposal dated April 12, 2023
 - 3.1.7.2 Thea Bowman Leadership Academy Combination Request for Qualifications and Request of Proposals dated March 6, 2023

Article 4

Interpretation and Intent

- 4.1 Design-Builder and Owner, at the time of acceptance of the Phase 1 Report by Owner in accordance with Section 2.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Phase 1 Report.
- 4.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

- 4.2.1 In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Phase 1 Report, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 3.1 hereof.
- 4.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- 4.4 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 5

Ownership of Work Product

- 5.1 **Work Product.** All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 5.2 through 5.5 below.
- 5.2 **Owner's Limited License upon Project Completion and Payment in Full to Design-Builder.** Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner the ownership and property interests in the Work Product, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein.
- 5.3 **Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate.** If Owner terminates this Agreement for its convenience as set forth in Article 9 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 5.2 above, conditioned on the following:
- 5.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 5.5 herein, and
- 5.3.2 Owner agrees to pay Design-Builder the additional sum of One and 00/100 Dollar (\$1.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 5.2 if Owner resumes the Project through its employees, agents, or third parties.
- 5.4 **Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 5.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 5.3 above.

- 5.5 **Owner's Indemnification for Use of Work Product.** Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 5, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 6

Contract Time

- 6.1 **Date of Commencement.** The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work of Phase 2 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement"), unless the parties mutually agree otherwise in writing.
- 6.2 **Substantial Completion and Final Completion.**
- 6.2.1 Substantial Completion of the entire Work shall be achieved no later than Scheduled Substantial Completion Date to be amended with Notice to Proceed with Phase 2 Services calendar days after the Date of Commencement ("Scheduled Substantial Completion Date"). The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:
- "Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."*
- 6.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows:
- 6.2.2.1 Interim Milestone Dates to be amended with Notice to Proceed with Phase 2 Services
- 6.2.3 All of the dates set forth in this Article 6 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.
- 6.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- ~~6.4 **Liquidated Damages.**~~
- ~~6.4.1 ~~Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 6. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not achieved. Owner shall be able to recover damages from Design-Builder to the extent it can demonstrate that said actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. [A limit on Design-Builder's Liability for Actual Damages may be established with Notice to Proceed with Phase 2 Services]~~~~
- ~~6.5 **Early Completion Bonus.** If Substantial Completion is attained on or before thirty (30) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 8.4 hereof an early completion bonus of [An~~

~~Early Completion Bonus may be established with Notice to Proceed with Phase 2 Services] Dollars (\$) for each day that Substantial Completion is attained earlier than the Bonus Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 6.2.2 or 6.2.3 hereof, this Section 6.6 will need to be modified accordingly.)~~

~~6.5.1 Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is [See Section 6.5 above.] Dollars (\$).~~

6.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed sixty (60) cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.

Article 7

Contract Price

7.1 Contract Price.

7.1.1 **Phase 1 Services:** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **[insert price] (\$XX.XX)** for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.1.2 **Phase 2 Services:** For successful completion of Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 7 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 7.2 hereof or in the Contract Price Amendment, or equal to the Design-Builder's Fee (as defined in Section 7.4 hereof) plus the Cost of the Work (as defined in Section 7.5 hereof), subject to any GMP established in Section 7.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

7.1.2.1 Contract Price shall include the entire amount to be paid by the Owner to the Design-Builder for Phase 1 Services.

~~7.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: (This is an optional section intended to provide the parties with flexibility to identify and price limited services.)~~

7.2 **Lump Sum.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of [Contract Price and Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services] ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

7.3 **Markups for Changes.** If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

7.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of [to be amended

with Notice to Proceed with Phase 2 Services] percent (%) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit X hereto.

- 7.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

7.4 Design-Builder's Fee.

- 7.4.1 Design-Builder's Fee shall be: [Contract Price and Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services]

(Choose one of the following:)

_____ Dollars (\$ _____), as adjusted in accordance with Section 7.4.2 below.

or

_____ percent (_____ %) of the Cost of the Work, as adjusted in accordance with Section 7.4.2 below.

- 7.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

- 7.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a Fee of [Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services] percent (%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth at Exhibit X hereto.

- 7.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no additional reduction to account for Design-Builder's Fee or any other markup.

7.5 Cost of the Work.

- 7.5.1 The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

- 7.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

- 7.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

- 7.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit X [Contract Price and Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services] and performing the function set forth in said Exhibit. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a X percent (X%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

- 7.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining

agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 7.5.1.1 through 7.5.1.3 hereof.

- 7.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- 7.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- 7.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.
- 7.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.
- 7.5.1.9 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.
- 7.5.1.10 Costs of removal of debris and waste from the Site.
- 7.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.
- 7.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- 7.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- 7.5.1.14 All fuel and utility costs incurred in the performance of the Work.
- 7.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
- 7.5.1.16 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- 7.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- 7.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

- 7.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- 7.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.
- 7.5.1.21 Accounting and data processing costs related to the Work.
- 7.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 7.5.1.23 Owner and Design-Builder agree that an escrow account in the amount of [Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services] Dollars (\$) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.

7.5.2 **Non-Reimbursable Costs.** The following shall be excluded from the Cost of the Work:

- 7.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 7.5.1.1, 7.5.1.2, and 7.5.1.3 hereof.
- 7.5.2.2 Overhead and general expenses, except as provided for in Section 7.5.1 hereof, or which may be recoverable for changes to the Work.
- 7.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.
- 7.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

~~7.6~~ **The Guaranteed Maximum Price.**

~~7.6.1~~ Design-Builder guarantees that it shall not exceed the GMP of _____ (\$x,xxx,xxx). [Contract Price and Basis of Contract Price to be established with Notice to Proceed with Phase 2 Services, and may, with Warsaw School Board Approval, be a different amount than stated here. This is a preliminary figure, and the Phase 1 Report **must** include a Scope of Work that can be achieved within this preliminary GMP. Additional Scope and Items that exceed the preliminary GMP may be included as alternates in the Phase 1 Report.] Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of [General Conditions Cap to be established with Notice to Proceed with Phase 2 Services] Dollars (\$ _____), and as set forth in the Contract Price Amendment ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said general conditions line item and the GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth in Section 7.3 herein. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of Phase 2 of this Agreement, it is recommended that such exhibit include the items set forth in Section 2.3 above, to ensure that the basis for the GMP is well understood)*

~~7.6.2~~ The GMP includes a Contingency in the amount of [Contingency to be established with Notice to Proceed with Phase 2 Services] Dollars (\$ _____) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or

~~omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price.~~

~~7.6.2.1 The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents.~~

~~7.6.2.2 Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months.~~

~~7.6.2.3 Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.~~

~~7.6.3 **Savings.** [Shared savings provisions, if any, to be established with Notice to Proceed with Phase 2 Services]~~

~~7.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 7.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:~~

~~**(Choose one of the following:)**~~

~~percent (%) to Design-Builder and
 percent (%) to Owner.~~

~~or~~

~~The first Dollars (\$) of Savings shall be provided to (choose either Design-Builder or Owner) ,
with the balance of Savings, if any, shared
percent (%) to Design-Builder and
 percent (%) to Owner.~~

~~7.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 8.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.~~

7.7 Allowance Items and Allowance Values.

7.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Phase 1 Report.

7.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

- 7.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- 7.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.
- 7.7.4.1 In the event the actual direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item is fifteen percent (15%) greater than or less than the Allowance Value, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be determined in accordance with Section 7.4.
- 7.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 7.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

~~7.8 Performance Incentives.~~

- ~~7.8.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit X [Any performance incentives to be established with Notice to Proceed with Phase 2 Services].~~

~~[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction, and similar items.]~~

Article 8

Procedure for Payment

- 8.1 **Payment for Phase 1 Services:** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder:
- 8.1.1 Design-Builder shall submit to the Owner on the [] day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with the percentage of completion of Phase 1 Services.
- 8.1.2 After Owner's receipt of each properly submitted and accurate Application for Payment, Owner shall make payment in accordance with Owner's standard monthly claims cycle and payment procedures.
- 8.1.3 Payment of Design-Builder's final Application for Payment for Phase 1 Services shall not be paid until:
- 8.1.3.1 Owner accepts Design-Builder's Phase 1 Report in accordance with Section 2.3.2.2 above,
- or
- 8.1.3.2 Owner rejects or formally fails to accept Design-Builder's Phase 1 Report in accordance with Section 2.3.2.3 above.

8.2 Phase 2: Contract Price Progress Payments.

- 8.2.1 Design-Builder shall submit to Owner on the [] day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.
- 8.2.1.1 The Application for Payment shall include a single line item for the value of Phase 1 Services, and indicate any previous payments made or earned amounts outstanding to be paid.
- 8.2.2 Owner shall make payment in accordance with Owner's standard monthly claims cycle and payment procedures after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- 8.2.3 If Design-Builder's Fee under Section 7.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.
- 8.2.4 Any progress payment submitted after the 25th day of the month shall be processed in the following month's claims cycle.

8.3 Retainage on Progress Payments.

- 8.3.1 Owner will initially retain ten percent (10%) of each Application for Payment until the Project is fifty percent (50%) complete. After 50% completion, and provided the project is making sufficient progress toward completion, further retainage may cease. If the project is not making sufficient progress toward completion, retainage may continue. The Owner's Project Representative shall determine whether or not to suspend further retainage or continue retainage after the project reaches 50% completion.
- 8.3.1.1 Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.
- 8.3.1.2 There is no retainage on:
- 8.3.1.2.1 Phase 1 Services
- 8.3.1.2.2 Design Services
- 8.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) 200% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.
- 8.3.3 If a warranty reserve has been established pursuant to Section 7.5.1.23 above, Owner shall at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 7.5.1.23 above.

- 8.4 **Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that: (a) Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

- 8.5 **Interest.** Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing sixty (60) days after payment is due at the rate of one point over prime rate (as established by Chase Bank NA, Indianapolis) per month until paid.
- 8.6 **Record Keeping and Finance Controls.** Design-Builder acknowledges that this Agreement is to be administered on an “open book” arrangement relative to Costs of the Work.
- 8.6.1 Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents.
- 8.6.2 During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner’s accountants and auditors shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder’s records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment.
- 8.6.3 Such inspection shall take place at Design-Builder’s offices during normal business hours unless another location and time is agreed to by the parties.
- 8.6.4 Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit.
- 8.6.5 Any lump sum agreed to by the Owner and Design-Builder as part of this Agreement is not subject to audit.

Article 9

Termination for Convenience

- 9.1 Upon ten (10) days’ written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:
- 9.1.1 All services performed and Work executed and for proven loss, cost, or expense in connection with the services and Work;
- 9.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and
- 9.1.3 Overhead and profit in the amount of [Contract terms for Termination for Convenience to be established with Notice to Proceed with Phase 2 Services] percent (%) on the sum of items 9.1.1 and 9.1.2 above.
- 9.2 In addition to the amounts set forth in Section 9.1 above, Design-Builder shall be entitled to receive one of the following as applicable:
- 9.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid [Contract terms for Termination for Convenience to be established with Notice to Proceed with Phase 2 Services] percent (%) of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price.
- 9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid [Contract terms for Termination for Convenience to be established with Notice to Proceed with Phase 2 Services] percent (%) of the remaining balance of the Contract Price or, if a

GMP has not been established, the remaining balance of the most recent estimated Contract Price.

- 9.3 If Owner terminates this Agreement pursuant to Section 9.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 5.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 5.

Article 10

Representatives of the Parties

10.1 Owner's Representatives.

- 10.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Name
Title
Contact Information

-

10.2 Design-Builder's Representatives.

- 10.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Name
Title
Contact Information

- 10.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Name
Title
Contact Information

Article 11

Bonds and Insurance

11.1 **Insurance.** Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

11.2 **Bonds and Other Performance Security.** Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

(Check one box only. If no box is checked, then no bond is required.)

Required Not Required

Payment Bond.

(Check one box only. If no box is checked, then no bond is required.)

Required Not Required

Other Performance Security.

(Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.)

Required Not Required

Article 12

Other Provisions

12.1 Other provisions are as follows:

12.1.1 **Antidiscrimination Provisions:** As required by Indiana Code Section 5-16-6, as amended; Design-Builder agrees;

12.1.1.1 That the hiring of employees for the performance of Work under this Contract, or any consultant or subcontractor hereunder, no contractor or consultant or subcontractor, nor any person acting on behalf of such contractor, consultant or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified to, and available to perform the Work to which the employment relates;

12.1.1.2 That no contractor, consultant, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the Work under this Contract on account of race, religion, color, sex, national origin or ancestry;

12.1.1.3 That the Design-Builder and all of its consultants and subcontractors shall adhere to the Owner's non-discrimination policies;

12.1.1.4 That there may be deducted from the amount payable to the Design-Builder by Owner a penalty of five (\$5.00) dollars for each individual for each calendar day during which such individual was discriminated against or intimidated in violation of the provisions of this Contract; and

12.1.1.5 That this Contract may be cancelled or terminated by Owner for cause, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this Section of the Contract.

12.1.2 E-Verify Provisions

- 12.1.2.1 As required by Indiana Code Section 22-5-1.7, as amended; Design-Builder will enroll in and verify the work eligibility status of all newly hired employees through the federal E-Verify program for as long as the program remains in existence.
- 12.1.2.2 Design-Builder will sign the Owner's E-Verify affidavit to this effect, as well as certify that the Design-Builder does not knowingly employ an unauthorized alien.

12.1.3 Standard of Care

- 12.1.3.1 Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.

12.1.4 Final Resolution of Claims

- 12.1.4.1 Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in Hamilton County, Indiana.

12.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Preliminary Project Criteria

Exhibit B – Design-Builder's Scope of Services – Phase 1

Exhibit C – Design-Builder's Scope of Services – Phase 2
(at the time of authorization for Phase 2 Services)

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition) ("General Conditions of Contract"), as amended.

Insurance Exhibit

Permits Exhibit (at the time of authorization for Phase 2 Services)

Contract Price Amendment (at the time of authorization for Phase 2 Services).

Article 13

Limitation of Liability

13.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed [Contract terms for any Limitation of Liability to be established with Notice to Proceed with Phase 2 Services] _____ percent (_ %) of the Contract Price. The parties

agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

Signature Page

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

Thea Bowman Leadership Academy

Meca Engineering Corporation

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Signature)

(Printed Name)

(Title)

(Signature)

(Printed Name)

(Title)

Date: _____

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.



Insurance Exhibit

Design-Builder's Insurance Requirements

(The Parties are strongly encouraged to consult their insurance advisors prior to completing this Exhibit)

1.1 Insurance Types and Limits

1.2 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions, as follows as well as Article 5 of the General Conditions of Contract:

(Specify each type of insurance as applicable, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Employer's Liability (Bodily Injury by Accident)	\$	\$	\$
a. By Disease	\$500,000	\$	\$
b. Each Accident	\$500,000	\$	\$
c. Each Employee	\$500,000	\$	\$
3. Commercial General Liability			
a. Bodily Injury/Property Damage per occurrence limit	\$2,000,000	n/a	\$
b. Bodily Injury/Property Damage aggregate limit	n/a	\$2,000,000	\$
c. Products/Completed Operation Aggregate Limit	n/a	\$2,000,000	\$
d. Personal and Advertising Injury aggregate Limit.	n/a	\$1,000,000	\$
e. Medical Expense Limit (any one person)	\$5,000	\$5,000	\$
4. Contractor's Protective Liability (if applicable)	\$	\$	\$
5. Commercial Automobile Liability	\$1,000,000	\$1,000,000	\$
6. Professional Errors and Omissions pursuant to Section 1.3 below (per claim/aggregate)	\$1,000,000	\$1,000,000	\$
7. Contractor's Pollution Liability including coverage for microbial matter (if applicable)	\$	\$	\$
8. Umbrella Excess Liability Insurance	\$5,000,000	\$5,000,000	\$
9. Other Coverages Required on a Project Specific Basis (e.g. Aircraft Liability)	\$	\$	\$

1.3 The insurance required by this Section 1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.4 Select One:

- The professional liability policy required pursuant to Section 1.1.6 above shall be written on a Project specific basis and the policy premium shall be paid by Owner.
- The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant. Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 15 Days written notice of any cancellation or non-renewal. The Design Consultant's practice policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances

1.5 Any coverage required to be maintained after Final Payment shall be identified below.

Professional Liability Insurance (E+0) must be maintained for a minimum of three (3) years after the Date of Final Completion

2.1 Endorsements and Certificates

2.2 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard ISO unmodified coverage form or equivalent. Endorsements excluding, restricting, or limiting coverage may be acceptable under certain circumstances provided the same are agreed upon by Owner and Design-Builder. For example, Nuclear Energy Exclusions and those Exclusionary Endorsements relating to Pollutants, Asbestos, Lead, etc. may be acceptable depending on project parameters and the grant of coverage that is provided for such exposures under the Professional Liability and Contractors Pollution Liability policies.

2.3 General Liability, Automobile Liability, Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

- .1 Unintentional Errors and Omissions Endorsement
- .2 Notice of Occurrence Endorsement
- .3 Knowledge of Occurrence Endorsement

2.4 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.5 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must be as broad as the underlying policies.

2.6 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If coverage in whole or in part is written on a claims-made basis, the policy must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

2.5.1 The policy is to provide coverage for off-site Transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site Disposal, Treatment and Storage facilities.

2.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.2 Owner and Owner's officers, directors, consultants and employees shall be included as an additional insured on general liability, umbrella and automobile liability policies of insurance of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability policy of insurance. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below:

Additional Insured includes:

3.3 Additional Insured coverage provided under the Commercial General Liability Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates

4.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.3 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment is made.

4.4 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.5 If the Professional Liability coverage is provided on a Project specific basis it shall include an extended reporting period of 3 years beyond the date for Substantial Completion of the Project unless otherwise specified.



Insurance Exhibit

Owner's Insurance Requirements

(The Parties are strongly encouraged to consult their insurance advisors prior to completing this Exhibit)

1.1 Insurance Types and Limits

1.2 Owner shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions, as follows as well as Article 5 of the General Conditions of Contract:

(Specify each type of insurance as applicable, applicable limits and deductible amounts, required endorsements, and other terms and conditions, as applicable.)

Type of Insurance	Minimum Limits Required Per Claim/Occurrence	Minimum Limits Required Aggregate Policy Limits	Maximum Deductible
1. Worker's Compensation	Statutory Limits	Statutory Limits	
2. Builder's Risk Insurance	\$	\$ Contract Sum	\$

1.3 The insurance required by this Section 1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.4 Any coverage required to be maintained after Final Payment shall be identified below.

(List here any coverage to be maintained after Final Payment)

1.5 In the event the Owner is providing any design services (either in-house or through a separate designer contracted by Owner), the Owner shall provide to Design-Builder evidence of professional liability coverage for that scope of work.

2.1 Additional Insureds

2.2 Design-Builder and Design-Builder's officers, directors and employees and Subcontractors and Design Consultants of any tier shall be included as an additional insured on general liability, umbrella liability and automobile liability policies of insurance of the Owner. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Owner shall furnish to Design-Builder a copy of all Certificates of Insurance showing the parties named as an additional insured as set forth above. Design-Builder shall not be an additional insured on any other of Owner's policies except for those which are specifically listed below:

(List here any other policies for which the Design-Builder will be an additional insured, as well as other entities who are to be named as an additional insured on any of the specified policies)



STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535

Second Edition, 2010

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Washington, DC

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Article 1 General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 545 *Progressive Design-Build Agreement (amended for IC 5-30)* - 2016 Edition.

1.2.2 *Basis of Design Documents* are as follows:

1.2.2.1 Owner's Request for Proposal dated ???;

1.2.2.2 Design-Builder's Proposal, ???;

1.2.2.5 The Design-Builder's Phase 1 Report, as amended and approved by the Warsaw School Board.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, design professional, licensed to practice in the State of Indiana who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, design professional, Licensed to practice in the State of Indiana who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.11 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.12 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements. Owner's Project Criteria are defined by Exhibit A attached to the Agreement and the approved Phase 1 Report.

1.2.13 *Site* is the land or premises on which the Project is located.

1.2.14 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.15 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.16 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, as further defined in Section 6.2.1 of the Agreement.

1.2.17 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Phase 1 Report is accepted by the Owner and a Notice to Proceed with Phase 2 Progressive Design-Build Services is issued, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after Issuance of a Notice to Proceed with Phase 2 Progressive Design-Build Services to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.1.5 Design-Builder represents and warrants the following to Owner, in addition to the other representations and warranties contained in the Contract Documents, as an inducement to Owner to execute the Agreement, which representations and warranties shall survive Final Completion of the Work:

2.1.5.1 That Design-Builder is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents

2.1.5.2 That Design-Builder is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

2.1.5.3 That Design-Builder is authorized to do business in the state of Indiana and is properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over the Work and the site of the Project.

2.1.5.4 That Design-Builder's execution of the Agreement and its performance thereof is within its duly authorized powers.

2.1.5.5 That Design-Builder's duly authorized representative has visited the site of the Project, familiarized himself with local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

2.1.5.6 That there is no pending or threatened litigation against Design-Builder except as previously disclosed in writing to Owner.

2.1.6 Within ten (10) days after Design-Builder executes the Agreement, but not later than the start of Work on the Project, Design-Builder shall deliver to the Owner certified as true and accurate with no material changes as of the time of delivery:

2.1.6.1 A copy of Design-Builder's license and the Designer(s) of Record's license.

2.1.6.2 A copy of Design-Builder's sales tax registration certificate.

2.1.6.3 All required Performance Bonds and Labor and Material Payment Bonds.

2.1.6.4 A copy of all applicable certifications or qualifications required by the Contract Documents or applicable law and regulation.

2.1.6.5 A list of Design-Builder's project staff.

2.1.6.6 All required certificates of insurance, including endorsement of Owner as "additional insured".

2.1.6.7 Warsaw Schools affidavit for the Federal E-Verify employment program.

2.1.6.8 All other information required by the Contract Documents.

2.1.7 The relationship between Owner and Design-Builder is that of independent contractor. The Contract Documents shall not be construed to make Design-Builder the agent, servant or employee of Owner or to create any joint venture, partnership or any other association between Owner and Design-Builder other than that of independent contractor.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Phase 2 Design Completion Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The

Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in Project Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Phase 2 Construction Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract

Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall be responsible to Owner for acts and omissions of Design-Builder's employees, subcontractors, consultants and their agents and employees, and other persons performing portions of the Work for, on behalf of, Design-Builder or any of its subcontractors or consultants.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.7.7 As required by Indiana Code Section 5-16-8-2, as amended, Design-Builder shall use only steel and foundry products made in the United States in the performance of the Work unless Owner has determined, in writing, that the cost of steel or foundry products is considered to be unreasonable.

2.7.7.1 For the purposes of this Section, the price of steel or foundry products of domestic origin will not be considered unreasonable if the price does not exceed the sum of the offered price of like steel or foundry products of foreign origin (including and applicable duty) plus a differential of 15% of the offered price of the steel or foundry products of foreign origin.

2.7.8 No asbestos containing material may be used as a building material for the Work. For all materials used for the Work which were marked on the material or packaging with the following or similar wording; "*May contain mineral fibers,*" Design-Builder shall provide to Owner either the manufacturer's certification that the material does not contain asbestos, or a laboratory report from an EPA accredited laboratory indicating that the material does not contain asbestos in accordance with EPA and OSHA requirements.

2.7.9 Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering any adjacent facility or property, or interrupting, restricting or otherwise infringing, or interfering with the use thereof. All such work shall be performed in compliance with state and federal regulations and any other authority applicable to the site with respect to surface and groundwater and shall be at no additional cost to Owner. The discharge of any substance other than storm water into any storm drain, inlet, creek or ditch, including street gutters and curb inlets is strictly prohibited. Design-Builder shall pay Owner for all costs Owner incurs based upon Design-Builder's noncompliance with this provision, including, but not limited to repair or remediation costs, fines or penalties imposed on Owner by any regulating authority and attorneys' fees arising out of a prohibited discharge.

2.7.10 Neither Design-Builder nor any entity for whom Design-Builder is responsible shall erect any sign on the Site without Owner's prior written consent. Such consent may be withheld in

Owner's sole discretion.

2.7.11 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, Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority. Design-Builder shall bear all related costs of tests, inspections and approvals. If such procedures for testing, inspections or approval reveal failure of 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 shall be at Design-Builder's expense. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by Design-Builder and promptly delivered to Owner, and posted to the Project Website within two (2) working days of the Design-Builder's receipt of each certificate of testing, inspection or approval. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.7.12 Design-Builder shall provide full-time on-site supervision at any time the Construction Phase of the Work is in progress. A site office shall be provided by the Design-Builder that includes, at a minimum:

- .1 Sufficient space for project-related meetings during construction.
- .2 A workstation for Owner's Representative or Design Criteria Developer when either is at the Project Site
- .3 Internet and wifi access
- .4 A copier / scanner / printer
- .5 PPE and Safety Equipment for visitors
- .6 All mandated safety equipment and MDS data.

2.8 Design-Builder's Responsibility for Project Safety and Site Security.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise set forth in the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Any duty or obligation of safety by Design-Builder is owed solely to Owner and

governmental authorities, and any safety programs, policies or measures provided by Design-Builder are solely for the benefit of Owner and governmental authorities. Unless required under law, Design-Builder does not owe any additional safety duty or obligation to any of its subcontractors or their employees, sub-subcontractors or suppliers, or any other individual at the Project Site. Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all applicable laws, ordinances, codes, rules, and regulations, including those related to health and safety matters or their performance of the Work, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.8.4 The provisions of Indiana Code Section 36-1-12-20 and IOSHA regulations 29CFR 1926, Subpart P, relating to trench safety systems are incorporated herein by this reference.

2.8.5 The Design-Builder shall provide a site-specific safety and traffic plan that includes, at a minimum, the following elements:

- .1** A Construction entrance(s) to Jefferson Street. Construction access directly to Indiana State Road 28 will not be allowed. Provide a system of cleaning that will keep Jefferson Street free of construction dirt and debris.
- .2** Full time closed circuit video surveillance of the project construction site entrance and the construction of the building. The building construction camera shall be available for viewing as a web camera.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion. All warranties made to Owner by Design-Builder or its subcontractors and suppliers of any tier shall survive completion or termination of the Agreement.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the entire Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents 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 Design-Builder's liability with respect to Design-Builder's obligations other than specifically to correct the Work..

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to unreasonably delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Design-Builder is responsible to review all Owner-provided information identified above as part of Phase 1 Progressive Design-Build Services.

3.2.2.1 Within ten (10) days of a Notice to Proceed with Phase 1 Progressive Design-

Build Services, Design-Builder is to complete its initial review of Owner-Provided information and provide written notice to the Owner of any deficiencies in the Owner-provided information.

3.2.2.2 Design-Builder shall assist the Owner in obtaining corrections to any deficient information.

3.2.2.3 As part of the Phase 1 Progressive Design-Build Report, Design-Builder shall, as part of the Project Narrative (Uniformat Element 1040 – Existing Conditions) include a summary of the review process, any measures taken to obtain corrections to deficient information, and affirmation that all Owner-provided information, as corrected, is sufficient for the needs of the Project.

3.2.3 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees as set forth in the Project Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to

cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Time to the extent Design-Builder's cost time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees, agents and consultants from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.6 Design-Builder is solely responsible for compliance with all laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities concerning spills, leaks, releases and discharges and the subsequent clean up that may be required during the performance of this Agreement and which occur as a result of or are contributed to by the actions of its agents, employees, subcontractors or sub-subcontractors. Design-Builder agrees to clean up such spills, leaks, releases and discharges to the satisfaction of Owner and in a manner that complies with all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities. Clean up shall be at no cost to Owner. If a spill, leak, release or discharge occurs, Design-Builder shall notify Owner within 30 minutes after the occurrence is discovered.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions."

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than two (2) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

4.2.3 Owner will promptly investigate such condition and, if Owner determines that it differs materially and causes an increase or decrease in Design-Builder's cost of, or time required for, performance of the Work, will approve an equitable adjustment in the Contract Time, Contract Price or both, but only to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state of Indiana, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Any professional liability shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.1.4 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.1.5 Each Insurance Certificate provided by Design-Builder shall name the following entities and individuals as additional insureds:

.1

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in Indiana such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect

Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in Indiana property insurance (aka "Builder's Risk" Insurance) upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Design-Builder is responsible for the payment of any deductibles under claims made on behalf of the Design-Builder on the insurance required by this Section 5.3.1.

5.3.2 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

5.5 Notwithstanding anything to the contrary in the Agreement, no agreement or provision contained herein to procure or provide insurance shall be deemed or construed to constitute a waiver of liability, an agreement to exculpate a party from the consequences of its own negligence, or limit Owner's recourse to the proceeds of such insurance, and the operation of Morsches Lumber v. Probst, 388 N.E. 2nd 284 (Ind. Ct. App.1979) is hereby not applicable to the Agreement.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 As required by Indiana Code Section 36-1-12-20(c), as amended, the requirements of which are incorporated by reference under Section 2.8.4 hereof, the cost for trench safety systems, if any shall be paid for as a separate pay item or in the pay of the principal Work with which safety systems are associated.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the

Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.2.5 Funds retained by Owner, as specified in the Agreement, shall be placed in an escrow account with a bank, savings and loan institution or the State of Indiana, as the escrow agent. The escrow agent shall be selected by mutual agreement between Owner and Design-Builder under a written agreement. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall hold the escrowed principal and income until receipt of notice from Owner and Design-Builder, specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. The escrow agent shall be compensated for the agent's services. Owner and Design-Builder shall agree on a reasonable fee comparable with fees being charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrowed income.

6.2.6 Owner shall have no obligation to pay or see to the payment of money to any Subcontractor except as may otherwise be required by law. Notwithstanding anything in the Contract Documents to the contrary, Owner, in its sole discretion, may elect to make any payment requested by Design-Builder on behalf of a Subcontractor or Supplier of any tier jointly payable to Design-Builder and such person or entity. Design-Builder and such Subcontractor or Supplier shall be responsible for the allocation and disbursement of any such joint payment. In no event shall any joint payment be construed to create (i) any contractual relationship between Owner and such Subcontractor or Supplier of any tier, (ii) any obligations from Owner to such Subcontractor or Supplier, or (iii) any rights in such Subcontractor or Supplier against Owner.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Owner may withhold payment in whole or in part, or because of subsequently discovered evidence or subsequent observations, may nullify the whole or part of a payment previously issued, to such extent as may be necessary in Owner's opinion to protect Owner from loss for which Design-Builder is responsible, because of:

6.3.2.1 Defective Work not remedied;

6.3.2.2 Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Owner is provided by Design-Builder;

6.3.2.3 Failure of Design-Builder to make payments properly to Subcontractors or for labor, materials or equipment;

6.3.2.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

6.3.2.5 Damage to Owner or a separate contractor;

6.3.2.6 Reasonable evidence that the Work will not be completed within the Contract Time(s), and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

6.3.2.7 Failure to carry out the Work in accordance with the Contract Documents or Legal Requirements.

6.3.3 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement. Owner shall not be deemed to be in default of the Agreement by reason of withholding payment while any of the grounds set forth in this Section 6.3 remain uncured.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants, Subcontractors and suppliers, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.5.2 Design-Builder and each of its subcontractors, employees, agents and assigns acknowledge that all properties at which the Work will occur are public properties not subject to mechanics liens under Indiana law.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete in Owner's opinion, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work, Owner shall release to Design-Builder all retained amounts, less an amount equal to 200% of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the

extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not unreasonably interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.2.6 Record Documents, including a record copy of the Project Website.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and latent defects and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

6.7.5 Final Payment is further subject to the provisions of Indiana Code Section 36-1-12-14(f), which are incorporated herein by reference, regarding final payment, payment by the escrow agent, and withholding for uncompleted minor items.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on

any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Taxes

7.2.1 Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.2.2 Materials and equipment purchased as part of the Work that become a permanent part of the structure or facility being constructed are not subject to state gross retail or use tax, and the Contract Price and the amount of any Change Orders shall not include such tax. The amount of any tax paid by Design-Builder, other than the foregoing, shall be separately itemized on Design-Builder's Applications for Payment, and Owner will have the right to contest such amounts. An exemption certificate will be furnished by Owner upon request and must be filed with vendors by Design-Builder for exemption from payment of the tax on exempt material and equipment purchased.

7.2.3 Owner is required by statute to withhold certain taxes, including the Indiana Gross Income Tax, from all payments made to non-resident contractors who are corporations and to remit such tax quarterly to the Indiana Department of Revenue. A "non-resident contractor" or foreign corporation which is registered with the Indiana Secretary of State to do business in the State of Indiana shall be exempt from this withholding.

7.3 Payment Claim Indemnification.

7.3.1 Providing that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project.. Within thirty (30) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees and expenses.

7.3.2 Pursuant to Indiana law, no mechanic's lien(s) may be recorded against any project or property owned by Owner.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, trustees, consultants and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable regardless of whether or not caused in part by a party indemnified hereunder, unless due to the sole negligence of Owner.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, trustees, consultants, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.4.3 Design-Builder's indemnity obligations under this Section 7.4 specifically include, without limitation, all fines, penalties, damages, liability, cost, expenses (including without limitation attorneys' fees and expenses), and punitive damages, if any, rising out of, or in connection with any (i) violation or failure to comply with any law statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Design-Builder, its Subcontractors, Consultants or any person or entity for whom the Design-Builder is responsible, (ii) means, methods, procedures, techniques, or sequences of execution or performance of the Work, and (iii) failure to secure and pay for permits, fees, approvals, licenses and inspections as required under the Contract Documents, or any violation of any permit or other approval of a public authority applicable to the Work by Design-Builder, its Subcontractors, Consultants or any person or entity for whom the Design-Builder is responsible.

7.4.4 The provision of Section 7.4 shall survive the completion or termination of the Agreement.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 6 of the Agreement.

8.1.2 If Owner determines that the Work has failed to progress or reach the level of completion required by the Contract Documents, and such failure is the fault of Design-Builder, Owner may, but is not obligated to, order Design-Builder to take necessary corrective measures to expedite the progress of the Work, including, without limitation; (1) additional shifts or overtime; (2) additional manpower, equipment and facilities; and (3) similar measures (referred to collectively as "extraordinary measures"). If so ordered by Owner, such extraordinary measures shall continue until the Work achieves the level of completion required by the Contract Documents. Owner's right to require extraordinary measures is solely for the purposes of ensuring Design-Builder's compliance with the construction schedule and shall not entitle Design-Builder to an increase in the Contract Price.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions,

conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 Notwithstanding anything to the contrary in the Contract Documents, Design-Builder's sole and exclusive remedy for any (i) delay in the commencement, prosecution or completion of the Work, (ii) hinderance, interference or obstruction in the performance of the Work, (iii) loss of productivity, or (iv) other similar claims (collectively referred to in this Section 8.2.2 as "Delays") whether or not such Delays are foreseeable, shall be an extension of the Contract Time(s) in which to complete the Work if an extension is permitted under Section 8.2.1. In no event shall Design-Builder be entitled to any other compensation or damages in connection with any Delay, including, without limitation, consequential damages. Design-Builder expressly acknowledges and understands that it shall assume all monetary risk which may be occasioned by such Delay and that it shall not be entitled to claim or recover any increase in the Contract Price or damages or any additional compensation of any type whatsoever as a consequence of any such Delays whether or not contemplated by the parties and regardless of the severity or duration thereof.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 No course of conduct or dealing between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by an alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim for an increase in the Contract Price or for a change in the Contract Time(s) in the absence of a Change Order or Work Change Directive.

9.1.4 Execution of a Change Order or Work Change Directive constitutes a final settlement of all matters included in the scope of the proposed change, including, but not limited to, all costs of any kind whatsoever associated with such change and all adjustments to the Contract Price, the Contract Time(s) and the construction schedule.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract

Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed ten (10) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise

mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.2.5 Any mediation, arbitration or litigation relating to the Agreement shall be held in ??? County, Indiana and subject to the jurisdiction of state courts located in ??? County, Indiana.

Attorneys Fees.

10.3.1 Each party shall bear its own expenses for legal counsel consulted in connection with or utilized in any dispute resolution proceeding other than binding arbitration or litigation in court. The prevailing party in any arbitration that results in a binding, enforceable decision or litigation that results in a judgment shall be entitled to recover from the other party reasonable attorney's fees and expenses incurred by the prevailing party for the work required to initiate the arbitration or file suit and work performed thereafter in connection with the arbitration or litigation, but not for expenses incurred in the unsuccessful dispute resolution proceedings preceding the initiation of arbitration or litigation. For the purposes of this paragraph, "prevailing party" shall mean the party that receives all or substantially all of the relief sought by the party in the dispute.

10.3.2 Wherever the Contract Documents entitle Owner to recover its attorneys' fees the term "attorneys' fees" shall include, without limitation, the following related expenses paid or incurred by Owner: (1) attorneys' fees; (ii) paralegal fees; (iii) documentary evidence and expert witness costs; (iv) court reporter charges; (v) filing fees, recording fees, copying charges and the like; and (vi) travel, lodging and meal expense.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Time(s) and Contract Price if its cost or time to perform the Work has been materially and adversely impacted by any suspension or stoppage of the Work by Owner not due to the fault of Design-Builder or its employees, agents or subcontractors.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall promptly pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay undisputed amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Time(s) and Contract Price to the extent it has been materially and adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy Design-Builder.

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 Design-Builder, its trustee or other successor, shall furnish, upon request of Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If Design-Builder fails to comply with its foregoing obligations, Owner shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to Owner under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

12.4 Project Website.

12.3.1 A Project Website (Docunet Online) will be established during the Owner's procurement of Design-Build Services and shall be maintained over the entire life of the Project, until the Project achieves Final Completion.

12.3.2 The Owner shall initially establish the Project Website, and shall provide website administration and maintenance, including all monthly website support fees, until the Design-Builder's Phase 1 Progressive Design-Build Report has been accepted by the Owner.

12.3.3 The Design-Builder shall assume responsibility for administration and maintenance of the Project Website, including all monthly website support fees (\$300.00 per month to Docunet Online) upon Notice to Proceed with Phase 2 Progressive Design-Build Services until Final Completion of the Project. Design-Builder shall maintain Administrator access credentials for the Owner's Project Representative and Design Criteria Developer at all times.

12.3.4 Design-Builder may propose an alternative Project Website host, at Design-Builder's cost, for Phase 2 Progressive Design-Build Services as part of its Phase 1 Progressive Design-Build Report. The Owner may accept or reject the alternative Project Website, solely at its own discretion.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, or as required under Indiana Public Access Laws.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.2.2 Notwithstanding Section 13.2.1, Design-Builder and Owner agree that Owner may assign the Agreement to a Public or Private D2050 Building Corporation if the method of funding so dictates.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the state of Indiana.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any

applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient, or (iv) if transmitted by e-mail, by the date and time stated in a machine generated delivery receipt to the valid e-mail account of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Assistance with Federal Programs.

13.10.1 The Internal Revenue Code may allow various tax benefits to companies that implement energy efficiency and renewable energy projects with public entities in some situations. Owner agrees to assist Design-Builder in applying for these federal programs, should any be applicable due to the execution of this Contract and the performance of the Work. Design-Builder agrees to reimburse the Owner for any labor or other costs incurred by Owner in helping Design-Builder complete applications for these programs.

13.11 Software Upgrades and Compatibility; Remote Access

13.11.1 It is understood that from time to time operating software that may be an inherent part of Owner's facilities and/or the Project improvements will be upgraded and/or transitioned to new platform by the developer of such software, outside of the control of Design-Builder. Owner shall be responsible for reasonable costs associated with any and all mandatory software upgrades and/or compatibility requirements that occur after the Date of Substantial Completion. In addition, during the Contract Time and the period of the Warranty, Owner agrees to grant Design-Builder limited, temporary remote access as follows:

13.11.1.1 Access to Owner's HVAC system via VPN connection;

13.11.1.2 Access to relay emails from the HVAC devices for alarm notification and energy reporting;

13.11.1.3 Access to the HVAC devices for retrieval of weather data, time sync and other necessary functions;

13.11.1.4 Access for use in commissioning HVAC devices;

13.11.1.5 Owner understands and acknowledges that the building automation system for the Project will be uploading telemetry and building control system operating data to a centralized online repository for ease of management and reporting. Owner agrees to allow unrestricted outbound internet access as appropriate to facilitate communications from the equipment installed by Design-Builder.



**Thea Bowman Leadership Academy
Gary, Indiana**

**Request for Proposal (RFP)
Playground**

v 1.0 original March 30, 2023

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SECTION 01: OVERVIEW

- A. Thea Bowman Leadership Academy (“TBLA” or the “school”) is an Indiana charter school located in Gary, Indiana. TBLA serves students in grades K-12 with a total enrollment of ~800 students, with plans to support up to 1,000 students.
- B. **GENERAL SCOPE.** TBLA is soliciting emailed proposals to establish a contract through competitive negotiations for the procurement of playground equipment, including expansion of their current playground and to add a secondary playground, and installation.
- a. TBLA is seeking Contractor(s) who possess the experience, ability and resources to provide playground equipment, and installation. TBLA desires high quality, competitively priced equipment that is manufactured and installed per ADA requirements; consumer product safety standards for playground equipment and surfacing; Building Codes; federal, state, and local requirements and regulations; and TBLA expectations.
 - b. The complete range of services such as, but not limited to, installation, design, layout, disposal of old mulch, and any other related services to provide customer support.
 - c. All equipment will conform to the most recent Consumer Product Safety Commission (CPSC), American Society for Testing and Materials (ASTM) and International Play Equipment Manufacturers Association (IPEMA) warranty and standards specifications.
 - d. All equipment will comply with the American Disabilities Act (ADA) regulations.
 - e. Assess, evaluate and determine the safety and operational status of the various types of equipment, structures and fixtures found within educational playgrounds facilities. Provide a complete and comprehensive report identifying areas of concern and equipment needing maintenance, repair and/or replacement.
 - f. Develop a short-term action plan to remediate, resolve and/or remove any unsafe conditions.
 - g. Provide TBLA with necessary construction services for site preparation (*including permitting if needed*) and installation of all equipment offered under this RFP.
 - h. Provide TBLA employees with the necessary training and support services to allow their staff to conduct safety inspections, to perform maintenance according to manufacturer's instructions, and install equipment, structures and fixtures according to manufacturer's specifications.
 - i. Upon request, provide the labor, equipment, supplies and materials to inspect existing facilities and make any maintenance and repairs required to bring the facility into good working order.

More detailed requirements can be found below.

C. SELECTION SCHEDULE

Advertisement: This RFP will be published on TBLA's website from Wednesday, April 5, 2023 to Wednesday, April 19th, 2023.

Site Visit Walkthrough Date at TBLA: April 12th from 10:00 AM - 2:00 PM

Submission of Proposals Due: Proposals will be accepted until 4:00 p.m. Wednesday, April 19, 2023.

Proposal Opening: Proposals will be opened at 8:00 a.m. Wednesday, April 5, 2023.

Review of Submitted Proposals: Thursday, April 20, 2023 through Friday, April 21, 2023.

Tentative Award Date: Approximately Wednesday, April 26, 2023 pending board approval.

Bidder to Provide Equipment and Services: The entire project **MUST** be completed and billed no later than **Friday, September 15th 2023.**

- D. **AWARD OF CONTRACT.** The contract will be awarded to the Bidder whose proposal is determined to be the most advantageous to the school, taking into consideration evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The final determination shall be in writing. The contract file will contain the basis on which the award is made. The school can reject any and all proposals, and it can waive any informality or technicality in any proposal received if it determines it would serve the best interests of the school. Following the award decision, all Bidders will be notified and all proposals become public information.

TBLA reserves the right to award any resultant contracts(s) as a whole or split award between competing parties. TBLA reserves the right to evaluate the proposal for each item separately. Selection of a proposal does not mean that all aspects of the proposal are acceptable. TBLA reserves the right to discuss proposals and negotiate modification of the proposal prices, terms, quantity, and conditions with any responsive, responsible quoting party who submits a proposal determined to be reasonably susceptible of being selected for the award, in conjunction with the award criteria contained herein, prior to the selection of the accepted proposal and/or the execution of a contract, to ensure satisfactory procurement.

- E. **EVALUATION CRITERIA.** Awards will be made to the bidder(s) whose bid or proposal meets the requirements and criteria set forth by the school system and whose offer is determined to be the most advantageous to the school, taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract. Contract(s) shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority using the criteria set forth below.

<u>Requirement(s)</u>	<u>Points</u>
Proposal Price	30
Experience	20
Scope of Services	20
Local Preference – Geographic Proximity (20 points)	20
Personnel Qualifications	05
Quality of References	05

- F. **CONTACTS.** Except for the designated contacts listed below, Bidders are not permitted to communicate with TBLA staff regarding this solicitation during the period between the RFP issue date and the announcement of the award.

- G. **QUOTES.** All quotes should include detailed line items and subtotals along with the total price. All proposals must indicate that they are valid for no less than ninety (90) days from the proposal due date.

The Bidder's written proposal will be the basis for selection. However, following initial screening of all quotes received, TBLA may request additional information, clarification, or an onsite presentation.

By submitting a quote, the Bidder represents it has read and clearly understands this RFP and it is capable of providing the required services on the agreed contract commencement date.

- H. **COLLUSION.** Bidders are not to collude with other Bidders and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the quote.

SECTION 02: PROPOSAL INFORMATION

- A. Proposals must be submitted by the due date and time and in compliance with Section 03 of this RFP.
- B. The goods and services required and offered in a proposal should meet the needs described below. Only one proposal may be submitted and considered per Bidder. Bidders may include any special or unique services they plan to provide.
- C. Submission of a proposal will be construed to mean that the Bidder understands the requirements contained herein, and the Bidder can supply the described services.
- D. A register of proposals will be prepared and shall be open for public inspection after the contract is awarded. The school will cooperate with all potential Bidders, to the extent reasonably possible, in their attempt to obtain information. Discussions may be conducted with Bidders who submit proposals for the purpose of assuring full understanding of, and responsiveness to, the solicitation requirements.
- E. Selection of the successful Bidder will form a contract pursuant to which the successful Bidder must honor for the school the prices for the equipment and services along with the other terms and conditions outlined in the successful proposal. All pricing and other terms must be honored through the entirety of the project. Therefore, if selected, the successful Bidder must be prepared to execute an agreement with the school pursuant to which it will provide the services and equipment on the terms and conditions outlined in the successful proposal. The successful Bidder must be willing to enter into an agreement with the school in substantially the form set forth in Schedule 1 of this RFP.
- F. It is understood that the school reserves the right to accept or reject any or all proposals and/or to waive any or all formalities in any proposal or in the proposal process deemed to be in the best interests of the school. No agreement exists on the part of TBLA until a contract is approved and executed by the school's Board of Directors.
- G. Proposals received by any unapproved form are not acceptable and will not be considered.

- H. All inquiries, questions or requests for clarification must be submitted via email to Antoinette Troupe at atroupe@theabowmanacademy.org or Marisa Simmons at msimmons@theabowmanacademy.org. Submissions and received prior to the Submission of Proposals Due date and time.
- I. This RFP does not obligate the school to pay for any costs of any kind whatsoever that may be incurred by a Bidder or any third parties in connection with a response proposal. All responses and supporting documentation shall become property of the school. Further, the school shall not be liable to any Bidder, person, or entity for any losses, expenses, costs, claims or damages of any kind arising out of, by reason of, or attributable to, the Bidder responding to this RFP.
- J. Acceptance of an offer by the school does not obligate the school to enter into a contract with or purchase any item from the Bidder, and no agreement to purchase will exist on the part of the school until an agreement is properly approved by the school's board of directors.

SECTION 03: PROPOSAL REQUIREMENTS

Potential Bidders are hereby invited to submit a proposal to be TBLA for their playground(s).

FORMS. It is mandatory that each proposal contain the forms listed in Appendix A.

SUBMISSION. Proposals must be submitted by email to Antoinette Troupe at atroupe@theabowmanacademy.org or Marisa Simmons at msimmons@theabowmanacademy.org in PDF format. The email message submitting the proposal must have a subject line reading "PROPOSAL FOR TBLA PLAYGROUND" and be submitted on or before the **Submission of Proposals Due** date and time.

SAM.GOV. Service providers must be registered with sam.gov, or will be before the delivery date of services.

DAVIS BACON ACT. The project must adhere to the Davis Bacon Act.

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

SECTION 04: EVALUATION CRITERIA

Note: Proposals that are not compliant with proposal specifications will not be considered.

Proposal Price (30 Points): This criterion is based on the Bidder's budget and estimated pricing. This includes the Bidder's ability to provide a budget that is thorough, specific, and supports the needs of the school. The points assigned to each Bidders cost proposal will be based on the lowest proposal price.

Experience (20 points): This criterion is based on the overall depth and quality of the Bidder's experience providing the required services to charter schools (or similar) as demonstrated in the proposal. A Bidder's experience working with current clients who are charter schools will be weighted more heavily.

Scope of Services (20 points): This criterion is based on the Bidder's demonstrated expertise and ability to provide the full scope of required services to charter schools. This criterion includes the Bidder's willingness to enter into a service agreement on substantially the terms proposed.

Local Preference – Geographic Proximity (20 points): This criterion is based on the Bidder's geographic proximity to TBLA's schools and its ability to otherwise provide required services in a timely manner. A Bidder's close proximity to the school will be weighted more heavily.

Personnel Qualifications (5 points): This criterion is based on the demonstrated qualifications of the Bidder's personnel.

Quality of References (5 points): This criterion is based on the information obtained regarding the quality of the Bidder's services from the references provided. Information obtained from references that are charter schools (or similar) currently working with the Bidder will be weighted more heavily.

Total points available based on Evaluation Criteria: 100 points

APPENDIX A REQUIRED RESPONSE FORMS

Instructions: The following forms **MUST** be completed and submitted as part of the Proposal.

Appendix A01: Contractor Cover Letter with Information

Appendix A02: Pricing Proposal for Services

Appendix A03: Subcontractors

Appendix A05: References

Appendix A06: Familial Relationship Affidavit

Appendix A07: Non-Collusion Affidavit

A Proposal must include a completed copy of each form, in the order listed above. Failure to submit each of the above forms may be cause for rejection of a Proposal.

APPENDIX A01 CONTRACTOR COVER LETTER WITH INFORMATION

Prospective Bidders are required to submit a written "Contractor Cover Letter with Information" via email. By submitting a "Contractor Cover Letter with Information", a prospective Bidder will receive future amendments and notices concerning this RFP.

It is mandatory that each proposal contain a cover letter which includes the following:

- A statement of the Bidder's intent to provide the services outlined in the proposal;
- The complete company name and address;
- The company contact person's name, phone number, and email address;
- The company's website, if applicable;
- The signature of the company's authorized representative, including position/title;
- The date of submission.

Submission of a proposal will be construed to mean that the Bidder understands the requirements contained herein, and the Bidder can supply the described services.

Authorized signature in the cover letter certifies that the Proposal as submitted complies with all Terms and Conditions as set forth in this RFP.

Authorized signature also certifies that this company has no business or personal relationships with any other company or person that could be considered a conflict of interest or potential conflict of interest with TBLA, and that there are no principals, officers, agents, employees, or representatives of this company that have any business or personal relations with any other companies or persons that could be considered a conflict of interest or a potential conflict of interest with TBLA, pertaining to any and all work or services to be performed as a result of this RFP and any resulting Contract with TBLA.

Kidstuff Playsystems Inc
5400 Miller Ave
Gary IN 46403
Mike Catchur
219-771-3540
mcatchur@yahoo.com

www.kidstuffplaysystems.com

APPENDIX A02 PRICING PROPOSAL

1. **SERVICES.** Complete and submit pricing for each service(s) proposed.

APPENDIX A03 SUBCONTRACTORS

List any subcontractors that will or may be used. Provide the following:

Subcontractor Name *Briteway Builders LLC*
Subcontractor Address *732 Polk St Gary IN 46402*
Subcontractor Phone Number *219-313-2204*
Have you worked with this subcontractor within the last 12 months? *yes*
What scope of work will this subcontractor perform?

Installation of play structure and surfacing.

APPENDIX A04 REFERENCES

Please list the entities for which your company has provided any of the services contemplated by this RFP.
Attach an additional sheet if necessary.

Preference is given for K-12 schools for which this service is currently being performed by your company, or has been performed within the past three (3) years by your company.

REFERENCE INFORMATION

Reference Company/Organization Name: Gary Lighthouse Charter Schools
Contact Name: Marikite Segrest
Contact Phone Number: 219-433-4617
Date of Service Initiation: 3-22-23
Date of Service Completion: 4-3-23
Services Provided:

Installation of Playsystems
Demolition of old equipment
Provided and installed safety surface

Gary Community Schools
Barry O'Quinn
773-691-7965
12-21-22

12-31-22

Services performed same as above

Hobart Schools New Veterans elementary
Chris LaFollette
219-363-4716
8-13-20
9-29-20

GEO Foundation
21st Century Charter School
Linda Scott

219-886-9339

8-21-21

11-21-21

Provided and installed playsystem
and surfacing .

APPENDIX A05 FAMILIAL RELATIONSHIP AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND FURNISHED WITH EVERY BID

FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF _____
COUNTY OF _____
TAX ID#: _____

_____, being duly sworn, deposes and states that they are the _____ (title) of "Bidder," which has submitted to the School a Proposal to provide services as the Technology Services Provider, and hereby represents and warrants, except as provided below, that no familial relationships exist between the Bidder or any employee of the Bidder, the charter management company, and any member of the Board of TBLA or the staff of TBLA.

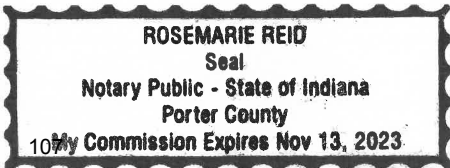
(If no exceptions, please state.)

List any Familial Relationships:

Richard N. Hagelberg
Affiant's Signature

On this 5th day of April, 2023, before me, a Notary Public, in and for the above-referenced county, personally appeared Richard Hagelberg, who made oath that they have read the foregoing Affidavit of Bidder – Familial Relationships, by they signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

Rosemarie Reid, Notary Public State of Indiana, County of Porter
My commission expires: 11-13-23,
Acting in the County of Porter, Indiana



APPENDIX A06 NON-COLLUSION AFFIDAVIT

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE Bidder AND FURNISHED WITH EVERY BID

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____
TAX ID#: _____

_____, being duly sworn, deposes and states that they are the _____ (title) of "Bidder," which has submitted to the School a Proposal to provide services as the Technology Services Provider. Except as specified below, the Bidder constitutes the only firm having any interest in the Proposal or in any contract, benefit or profit which may, might or could accrue as a result of said Proposal, said exceptions being as follows:

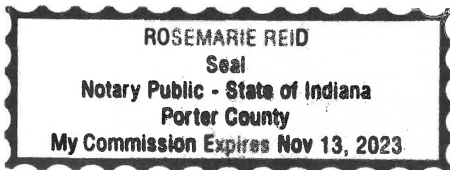
(If no exceptions, please state.)

Affiant further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud, and that no employee, administrator or Board member of TBLA is directly or indirectly interested in the Proposal.

Richard N. Hagelberg
Affiant's Signature

On this 5th day of April, 2023, before me, a Notary Public, in and for the above-referenced county, personally appeared Richard Hagelberg, who made oath that they have read the foregoing Non-Collusion Affidavit, by they signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he believes same to be true.

Rosemarie Reid, Notary Public State of Indiana, County of Porter
My commission expires: 11-13-23
Acting in the County of Porter, Indiana





Kidstuff Playsystems

"You can't buy a safer, better, or tougher playground system."



Kidstuff Playsystems, Inc. | 5400 Miller Avenue | Gary, IN 46403 | www.kidstuffplaysystems.com | 1-800-255-0153

April 7, 2023

Thea Bowman Academy
Ms. Maria Simmons, Principal
Ms. Tahirah Thompson, National Operations Director 3401 W. 5th Ave.
Gary, IN 46406

Dear Ms. Thompson,

Thank you for giving Kidstuff Playsystems, Inc. the opportunity to quote a new playground structure. Kidstuff Playsystems, Inc. has been manufacturing in Gary, Indiana since 1982.

As part of our commitment to manufacturing top quality and safe equipment, Kidstuff Playsystems, Inc. is a participant in the IPEMA certification program for public playground equipment. Visit www.ipema.org for a list of certified products.

Model 7638-02-221 PlaySystem	\$45,440.00
Area 43' x 38', approximately 35 children, color choice available	
30 - ft. Borders 12" in height @ \$85.00 each	\$ 2,550.00
80 - 2,000 lb. Super Sacks Loose Rubber, 6" depth, \$700.00 each, color blue	\$56,000.00
180 yards Geotextile fabric with pins @ \$4.00 per yard	\$ 720.00
11 - 2,000 Super Sacks of Loose Rubber, 6" depth, \$700.00 each Color Blue	\$ 7,700.00
Installation Cost	\$17,858.00
Freight	<u>\$ 2,600.00</u>
TOTAL	\$76,868.00

Our normal terms are 1/2 down with order, balance on delivery.

We would like to remind you that we meet all CPSC, ASTM, and ADA guidelines. Our warranty is the best in the industry.

We are pleased to be working with you on this exciting project.

*** You will comply with all the RFP requirements**

*** You can meet the completion and billing deadlines of September 15, 2023**

Cordially yours,

A handwritten signature in black ink that reads "Michael J. Catchur". The signature is written in a cursive style with a large, sweeping "M" and "C".

Michael J. Catchur

Accepted By: _____ Date: _____



Kidstuff Playsystems

"You can't buy a safer, better, or tougher playground system."



Kidstuff Playsystems, Inc. | 5400 Miller Avenue | Gary, IN 46403 | www.kidstuffplaysystems.com | 1-800-255-0153

April 7, 2023

Thea Bowman Academy
Ms. Maria Simmons, Principal
Ms. Tahirah Thompson, National Operations Director 3401 W. 5th Ave.
Gary, IN 46406

Dear Ms. Thompson,

Thank you for giving Kidstuff Playsystems, Inc. the opportunity to quote surfacing. Kidstuff Playsystems, Inc. has been manufacturing in Gary, Indiana since 1982.

As part of our commitment to manufacturing top quality and safe equipment, Kidstuff Playsystems, Inc. is a participant in the IPEMA certification program for public playground equipment. Visit www.ipema.org for a list of certified products.

Remove existing borders and wood fiber from 5-12 area	\$ 3,450.00
Add 30 - 4 ft. perimeter borders along fence @ \$85.00 each	\$ 2,550.00
80 - 2,000 lb. Super Sacks Loose Rubber, 6" depth, \$700.00 each, color blue	\$56,000.00
1,000 yards Geotextile fabric with pins @ \$4.00 per yard	\$ 4,000.00
Installation Cost	\$24,000.00
Freight	<u>\$ 6,000.00</u>
TOTAL	\$96,000.00

Our normal terms are 1/2 down with order, balance on delivery.

We would like to remind you that we meet all CPSC, ASTM, and ADA guidelines. Our warranty is the best in the industry.

We are pleased to be working with you on this exciting project.

*** You will comply with all the RFP requirements**

*** You can meet the completion and billing deadlines of September 15, 2023**

Cordially yours,

A handwritten signature in black ink that reads "Michael J. Catchur". The signature is written in a cursive style with a large, prominent initial "M".

Michael J. Catchur

Accepted By: _____ Date: _____



Kidstuff
playsystems



Kidstuff
playsystems

Curriculum Request

Curriculum	Cost
Eureka Math (6-8 renewal)	\$13,967.49
Eureka Math (K-5 renewal)	\$18,805.22
HMH Into Reading and Into Literature (K-8 renewal)	\$36,549.04
NWEA	\$10,876.50

TOTAL = \$80,198.25



every child
is capable of
greatness

Great Minds Quote

Date	February 16, 2023	Quote Number	00276720
Expiration Date		Contact Name	Adrienne Iszler
Prepared By	Taylor McEvilly	Phone	3176947321
Email	taylor.mcevilly@greatminds.org	Email	aiszler@phalenacademies.org
Bill to Name	Thea Bowman Leadership Academy	Ship to Name	Thea Bowman Leadership Academy
Bill To	3401 W 5th Ave Gary, IN 46406	Ship To	3401 W 5th Ave Gary, IN 46406

Make Payment to:

Great Minds PBC Tax ID: 84-3785772

Phone: 202.223.1854

Email: ordertracking@greatminds.org

Mail payment to:

Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka - Print	ISBN	Quantity	List Price	Discount	Total Price
Grade 6					
Eureka Math Grade 6 Learn, Practice, Succeed Workbook Set (Modules 1-6)	978-1-64054-970-8	73.00	\$37.54	5.00%	\$2,603.40
Eureka Math Grade 6 Teacher Edition Set (Books #1-6; Modules 1-6)	978-1-63255-612-7	2.00	\$165.00	0.00%	\$330.00
Grade 7					
Eureka Math Grade 7 Learn, Practice, Succeed Workbook Set (Modules 1-6)	978-1-64054-978-4	86.00	\$37.54	0.00%	\$3,228.44
Eureka Math Grade 7 Teacher Edition Set (Books #1-6; Modules 1-6)	978-1-63255-619-6	3.00	\$165.00	0.00%	\$495.00

Grade 8					
Eureka Math Grade 8 Learn, Practice, Succeed Workbook Set (Modules 1-7)	978-1-64054-987-6	77.00	\$37.54	5.00%	\$2,746.05
Eureka Math Grade 8 Teacher Edition Set (Books #1-6; Modules 1-7)	978-1-63255-626-4	4.00	\$165.00	0.00%	\$660.00

Eureka - Online	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math in Sync & Digital Suite (School Yr) bundle (print/digital): Service End Date (6/30 of School Year 2023 - 2024 unless noted otherwise)	GM-01856	236.00	\$12.60	0.00%	\$2,973.60

Print \$10,344.44
Online \$2,973.60

Solution Subtotal	\$13,318.04
Discount	(\$281.55)
Shipping and Handling	\$931.00
*Pre-Tax Solution Total	\$13,967.49
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$13,967.49

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

***Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.**



every child
is capable of
greatness

Great Minds Quote

Date	February 16, 2023	Quote Number	00262579
Expiration Date		Contact Name	Adrienne Iszler
Prepared By	Taylor McEvilly	Phone	3176947321
Email	taylor.mcevilly@greatminds.org	Email	aiszler@phalenacademies.org
Bill to Name	Thea Bowman Leadership Academy	Ship to Name	Thea Bowman Leadership Academy
Bill To	3401 W 5th Ave Gary, IN 46406	Ship To	3401 W 5th Ave Gary, IN 46406

Make Payment to:

Great Minds PBC Tax ID: 84-3785772

Phone: 202.223.1854

Email: ordertracking@greatminds.org

Mail payment to:

Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Eureka - Print	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Eureka Math Grade K Learn, Practice, Succeed Workbook Set (Modules 1-6)	978-1-64054-049-1	55.00	\$46.20	5.00%	\$2,413.95
Eureka Math Grade K Teacher Edition Set (Books #1-6; Modules 1-6)	978-1-63255-876-3	3.00	\$165.00	0.00%	\$495.00
Grade 1					
Eureka Math Grade 1 Learn, Practice, Succeed Workbook Set (Modules 1-6)	978-1-64054-099-6	58.00	\$46.20	5.00%	\$2,545.62
Eureka Math Grade 1 Teacher Edition Set (Books #1-6; Modules 1-6)	978-1-63255-354-6	3.00	\$165.00	0.00%	\$495.00

Grade 2					
Eureka Math Grade 2 Learn, Practice, Succeed Workbook Set (Modules 1-8)	978-1-64054-045-3	61.00	\$46.20	5.00%	\$2,677.29
Eureka Math Grade 2 Teacher Edition Set (Books #1-7; Modules 1-8)	978-1-63255-362-1	3.00	\$165.00	0.00%	\$495.00
Grade 3					
Eureka Math Grade 3 Learn, Practice, Succeed Workbook Set (Modules 1-7)	978-1-64054-046-0	72.00	\$46.20	5.00%	\$3,160.08
Eureka Math Grade 3 Teacher Edition Set (Books #1-7; Modules 1-7)	978-1-63255-370-6	2.00	\$165.00	0.00%	\$330.00
Grade 4					
Eureka Math Grade 4 Learn, Practice, Succeed Workbook Set (Modules 1-7)	978-1-64054-047-7	58.00	\$46.20	5.00%	\$2,545.62
Eureka Math Grade 4 Teacher Edition Set (Books #1-6; Modules 1-7)	978-1-63255-377-5	2.00	\$165.00	0.00%	\$330.00
Grade 5					
Eureka Math Grade 5 Learn, Practice, Succeed Workbook Set (Modules 1-6)	978-1-64054-048-4	60.00	\$46.20	5.00%	\$2,633.40
Eureka Math Grade 5 Teacher Edition Set (Books #1-6; Modules 1-6)	978-1-63255-384-3	3.00	\$165.00	0.00%	\$495.00

Eureka - Online	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Eureka Math in Sync & Digital Suite (School Yr) bundle (print/digital): Service End Date (6/30 of School Year 2023 - 2024 unless noted otherwise)	GM-01856	364.00	\$12.60	0.00%	\$4,586.40

Print \$19,456.80
Online \$4,586.40

Solution Subtotal	\$24,043.20
Discount	(\$840.84)
Shipping and Handling	\$1,751.11
*Pre-Tax Solution Total	\$24,953.47
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$24,953.47

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

**Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.*



Houghton Mifflin Harcourt

Proposal #008626665

Prepared For

Thea Bowman Leadership Academy

Attention:

Abigail Gaddis

agaddis@phalenacademies.org

For the Purchase of:

Into Reading K-5 & Into Literature 6-8

Digital & Consumables - 1 Year

Prepared By

Karen Fleming

karen.fleming@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Abigail Gaddis
agaddis@phalenacademies.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for Thea Bowman Leadership Academy

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Grade K					
Student Digital Licenses					
1810818	9780358573876 Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	55	\$1,320.00	
Total for Student Digital Licenses		\$1,320.00			
Teacher Digital Licenses					
1809680	9780358565635 Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			3
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1795626	9780358449256 Into Reading Student myBook Softcover Grade K	\$45.00	55	\$2,475.00	
Total for A la Carte Items Available for Purchase		\$2,475.00			
Total for Grade K		\$3,795.00			

Grade 1					
Student Digital Licenses					
1810818	9780358573876 Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	58	\$1,392.00	
Total for Student Digital Licenses		\$1,392.00			
Teacher Digital Licenses					
1809680	9780358565635 Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			3
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1805083	9780358525950 Into Reading Student myBook Softcover Set Grade 1	\$45.00	58	\$2,610.00	
Total for A la Carte Items Available for Purchase		\$2,610.00			

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Chicago, IL 60693

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agaddis@phalenacademies.org

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 1				\$4,002.00	
Grade 2					
Student Digital Licenses					
1810818	9780358573876 Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	61	\$1,464.00	
Total for Student Digital Licenses				\$1,464.00	
Teacher Digital Licenses					
1809680	9780358565635 Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Student/ Materials					
1805084	9780358525967 Into Reading Student myBook Softcover Set Grade 2	\$45.00	61	\$2,745.00	
Total for A la Carte Items Available for Purchase				\$2,745.00	
Total for Grade 2				\$4,209.00	

Grade 3					
Student Digital Licenses					
1810818	9780358573876 Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	72	\$1,728.00	
Total for Student Digital Licenses				\$1,728.00	
Teacher Digital Licenses					
1809680	9780358565635 Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					

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Chicago, IL 60693

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Abigail Gaddis
agaddis@phalenacademies.org

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FAX: 800-269-5232

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student Materials					
1805085 9780358525974	Into Reading Student myBook Softcover Set Grade 3	c \$45.00	72	\$3,240.00	
Total for A la Carte Items Available for Purchase				\$3,240.00	
<hr/> Total for Grade 3				\$4,968.00	
Grade 4					
Student Digital Licenses					
1810818 9780358573876	Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	58	\$1,392.00	
Total for Student Digital Licenses				\$1,392.00	
Teacher Digital Licenses					
1809680 9780358565635	Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses				\$0.00	
A la Carte Items Available for Purchase					
Student Materials					
1805086 9780358526025	Into Reading Student myBook Softcover Set Grade 4	c \$45.00	58	\$2,610.00	
Total for A la Carte Items Available for Purchase				\$2,610.00	
<hr/> Total for Grade 4				\$4,002.00	

Grade 5					
Student Digital Licenses					
1810818 9780358573876	Into Reading Student License Digital 1 Year Grades K-6 Package Includes: Digital Student Resources 1 Year Grades K-6 Implementation Success	\$24.00	60	\$1,440.00	
Total for Student Digital Licenses				\$1,440.00	
Teacher Digital Licenses					
1809680 9780358565635	Into Reading Teacher License Digital with Teacher's Corner 1 Year Grades K-6 Package Includes: Digital Teacher Resources 1 Year Grades K-6 Access to Teacher's Corner	\$100.00			4

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14046 Collections Center Drive
Chicago, IL 60693

Attention:
Abigail Gaddis
agaddis@phalenacademies.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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Proposal for
Thea Bowman Leadership Academy

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1805087 9780358526032	Into Reading Student myBook Softcover Set Grade 5	\$45.00	60	\$2,700.00	
Total for A la Carte Items Available for Purchase		\$2,700.00			

Total for Grade 5 **\$4,140.00**

Grade 6					
Student Digital Licenses					
1810813 9780358573852	Into Literature Student License Digital 1 Year Grade 6-8 Includes: Digital Student Resources 1 Year Grades 6-8 Implementation Success	\$24.00	73	\$1,752.00	
Total for Student Digital Licenses		\$1,752.00			
Teacher Digital Licenses					
1809678 9780358565611	Into Literature Teacher License Digital with Teacher's Corner 1 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Material					
1791526 9780358416395	Into Literature Student Edition Softcover Grade 6	\$11.50	73	\$839.50	
Total for A la Carte Items Available for Purchase		\$839.50			

Total for Grade 6 **\$2,591.50**

Grade 7					
Student Digital Licenses					
1810813 9780358573852	Into Literature Student License Digital 1 Year Grade 6-8 Includes: Digital Student Resources 1 Year Grades 6-8 Implementation Success	\$24.00	86	\$2,064.00	
Total for Student Digital Licenses		\$2,064.00			
Teacher Digital Licenses					

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Abigail Gaddis
agaddis@phalenacademies.org

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Thea Bowman Leadership Academy

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1809678 9780358565611	Into Literature Teacher License Digital with Teacher's Corner 1 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1791527 9780358416401	Into Literature Student Edition Softcover Grade 7	\$11.50	86	\$989.00	
Total for A la Carte Items Available for Purchase		\$989.00			
Total for Grade 7		\$3,053.00			
Grade 8					
Student Digital Licenses					
1810813 9780358573852	Into Literature Student License Digital 1 Year Grade 6-8 Includes: Digital Student Resources 1 Year Grades 6-8 Implementation Success	\$24.00	77	\$1,848.00	
Total for Student Digital Licenses		\$1,848.00			
Teacher Digital Licenses					
1809678 9780358565611	Into Literature Teacher License Digital with Teacher's Corner 1 Year Grades 6-8 Includes: Into Literature Digital Teacher Resources 1 Year Grades 6-8 Access to Teacher's Corner	\$100.00			4
Total for Teacher Digital Licenses		\$0.00			
A la Carte Items Available for Purchase					
Student Materials					
1791528 9780358416418	Into Literature Student Edition Softcover Grade 8	\$11.50	77	\$885.50	
Total for A la Carte Items Available for Purchase		\$885.50			
Total for Grade 8		\$2,733.50			

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Proposal for Thea Bowman Leadership Academy

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
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<i>Total Savings:</i>	\$3,400.00
<i>Subtotal Purchase Amount:</i>	\$33,494.00
<i>Shipping & Handling:</i>	\$3,055.04

Total Cost of Proposal (PO Amount):	\$36,549.04
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 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Thea Bowman Leadership Academy	Thea Bowman Leadership Academy
3401 W 5th Ave	3401 W 5th Ave
Gary, IN 46406-1727	Gary, IN 46406-1727
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
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Page 8 of 8

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NWEA
121 NW Everett St
Portland, OR 97209
United States

Invoice # 89099
7/1/2023

Bill To

Thea Bowman Leadership Academy
3401 W 5th Ave
Gary IN 46406
United States

Amount Due

\$10,876.50

Due Date: 7/31/2023

Partner ID	PO #	Terms	Due Date
14116		Net 30	7/31/2023

Quantity	Description	Rate	Amount
785	MAP Growth K-12	\$12.50	\$9,812.50
152	MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$1,064.00

Subtotal	\$10,876.50
Tax	\$0.00
Total	\$10,876.50
Amount Paid	\$0.00
Amount Due	\$10,876.50

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