



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, May 31, 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 April 26, 2023

IV. CMO Report

- a. Principal's Report
- b. Academic Support Update
- c. Financial Report

V. Updates

- a. ESSER
- b. Marketing

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

VII. Old Business

- a. Approval of PTO Policy Changes
- b. Food Service Update

VIII. New Business

- a. Approval of Building Expansion Contract
- b. Approval of HVAC Replacement & Repairs (pg. 94)
- c. Approval of Resolution to Transfer Banking Services (pg. 96)
- d. Approval of Contract with Blue Onyx Consulting, LLC (Administrative Consultant) (pg. 98)
- e. Approval of Design/Build Agreement for Classroom Expansion (MECA Engineering) (pg. 109)
- f. Approval of Agreement for Engineering Study, with Exhibit A (MECA Engineering – to determine suitability of site and obtain necessary data to initiate additional building projects) (pg. 164)
- g. Approval of Board Retreat (pg. 178)
- h. Approval of New Board Member

IX. Discussion Items

- a. Facility Updates
- b. Bus Transportation

X. PTA

XI. Open Communication/Public Comments

XII. Meeting Adjourned

The next board meeting is scheduled for June 28, 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, April 26, 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, April 26, 2023. The meeting was called to order by the Board Chair at 6:01 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, Secretary | Present |
| Cedric Steele | Present |

Other Attendees:

- Marisa Simmons, Principal, Thea Bowman Leadership Academy
- Melissa Morris, NW Regional Director, PLA
- Carlo Hershberger, Director of Finance & Accounting, PLA
- JoAnn Gama, Chief Human Assets Officer, PLA
- Tahirah Thompson, Director of Operations Facilities & New School Launch, PLA
- 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
- Jermaine Mead, Dean of Students, TBLA
- Emily Gaskill, Assistant Director of Accountability, Education One
- Andrea Robinson, Chief Academic Officer, PLA

a. Approval of Board Agenda

Motion: Jason Beres Support: Michelle Dickerson
Yays: 6 Nays: 0

The Board unanimously voted to approve the board agenda.

b. Approval of Board Minutes from March 29, 2023

Motion: Cliff Gooden Support: Jason Beres
Yays: 6 Nays: 0

The Board unanimously voted to approve the board minutes.

IV. Presentation

a. Victory 4 Kidz

Dr. Regina Beard, the founder of Victory 4 Kidz, provided a brief introduction and information on various healthcare careers for scholars to explore.

V. CMO Report

a. Principal's Report

Principal Simmons, provided an update on academics, professional development, the data dashboard, April events, and upcoming events.

b. Academic Support Update

Melissa Morris provided the academic support update and started with a brief introduction for Crissy Franco, VP of College and Technical Education. A comparison report on Gary Public Schools was provided, along with a shout-out to the intervention squad. Mr. Mead shared an overview of school safety.

ACTION ITEM: Mr. Mead is to look into a school that compares in construction to TBLA and shares one building; and a security consultant for a more detailed, broader reach of data.

ACTION ITEM: Michelle requested an improvement report be provided moving forward.

c. Financial Report

Carlo Hershberger presented a financial review of the income statement, cash balances, accounts payable balances, and days cash.

Motion: Jason Beres Support: Helen Hill
Yays: 5 Nays: 0 Abstain: 1

**Michelle Dickerson abstained due to her concern about why the end of February financials are being presented and not the end of March financials.*

The majority of the Board voted to approve the financial report.

ACTION ITEM: Carlo to look into why the end of February financials are being presented and not the end of March financials.

ACTION ITEM: Carlo to look into why the actuals are low compared to budget.

VI. Updates

a. ESSER

Johnny Jin, Chief Strategy & Development Officer, provided the ESSER update.

ACTION ITEM: Michelle requested the estimated cost, updates, and breakdown of additional expenses.

b. Marketing

Javi Dimas, VP of Enrollment, presented the enrollment and recruitment update. Ashley Minter, National Director of Marketing & Communications, shared out on billboard displays, mobile geo, radio, and marketing spending.

ACTION ITEM: Eve requested that board meetings be advertised and live on social media.

ACTION ITEM: Ashley to redirect the .org domain to the new .com website.

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

Emily Gaskill shared the accountability update, community connections, and upcoming events. The End of Year Satisfaction surveys are due on June 1st and are used in the annual review.

VIII. Old Business

a. Approval of Staff Pay & Benefits

Motion: Jason Beres Support: Cedric Steele

Yays: 6 Nays: 0

The Board unanimously voted to amend the staff raises to 5% (opposed to 3%) and approved the 5% increase.

The Board unanimously voted to accept options 1 and 2 of the performance incentive.

Motion: Michelle Dickerson Support: Helen Hill

Yays: 6 Nays: 0

The Board unanimously voted to approve the holiday bonus and table the marketing discussion.

Motion: Cedric Steele Support: Michelle Dickerson

Yays: 6 Nays: 0

The Board unanimously voted to table the PTO Policy Changes until accounting and legal clarification is received.

Motion: Jason Beres Support: Cliff Gooden

Yays: 6 Nays: 0

ACTION ITEM: JoAnn to confirm if the time accrued is a liability and provide further clarification on accounting and legal ramifications.

IX. New Business

a. Approval of Building Expansion Contract

The Board agreed to table this item, contingent upon further discussion with legal counsel.

Motion: Jason Beres Support: Cedric Steele
Yays: 6 Nays: 0

b. Approval of Playground RFP

Motion: Helen Hill Support: Cedric Steele
Yays: 6 Nays: 0

The Board unanimously voted to approve the playground RFP.

c. Approval of Curriculum Purchases

- i. Eureka Math 6-8 Renewal – \$13,967.49
 - ii. Eureka Math K-5 Renewal – \$18,805.22
 - iii. HMH Into Reading and Into Literature K-8 Renewal – \$36,549.04
 - iv. NWEA – \$10,876.50
- TOTAL = \$80,198.25

The Board unanimously voted to approve the curricula purchases for the upcoming school year.

Motion: Jason Beres Support: Cedric Steele
Yays: 6 Nays: 0

X. Discussion Items

a. Portables

Tahirah Thompson informed the Board that the portables have been completed. Principal Simmons provided an update regarding the timeline for moving into the portables.

XI. PTA

None

XII. Open Communication/Public Comments

None

XIII. Meeting Adjourned

A motion was made to adjourn the meeting.

Motion: Cedric Steele Support: Helen Hill

The meeting was adjourned at 8:10 PM.



Thea Bowman Leadership Academy

May Administration Team Report

Academic Updates:

The following has taken place:

- Staff Professional Development
- ILEARN testing
- AP English Exam
- NWEA Testing

May Events & Activities:

The following events took place this month:

- Staff Appreciation Week
- Senior Walkout/Decision Day
- 8th Grade Dance
- Junior/Senior Prom
- Kindergarten Celebration
- 8th Grade Continuation
- Sporting Events

Upcoming Events:

The following events will take place in June:

- Graduation-June 1, 2023 1:00 pm
- Last Day for Staff-June 2, 2023
- Summer School/Credit Recovery-June 12-July 6, 2023

Athletic Updates:

- Athletic events-visit our Athletic website for schedules

Facilities Tracking:

- Portable move
- Beautification projects

Enrollment:

The enrollment for May 2023 is as follows:

| Grade | Number of Scholars |
|--------------|---------------------------|
| K | 47 |
| 1st | 48 |
| 2nd | 60 |
| 3rd | 47 |
| 4th | 49 |
| 5th | 60 |
| 6th | 74 |
| 7th | 63 |
| 8th | 65 |
| 9th | 68 |
| 10th | 62 |
| 11th | 64 |
| 12th | 63 |
| TOTAL | 770 |



01

Core Value: Gratitude

PLA continues to honor and show appreciation to Administrators, Teachers and Support Staff at TBLA.



Teacher of the Year

Elementary School

Leslie Exford



Middle School

Suzanne Conover



High School

Andria Sprouse



02

Core Value: Gratitude

PLA continues to honor and show appreciation to Administrators, Teachers and Support Staff at TBLA.



Support Staff of the Year

Terry Williams

Congratulations to our Teachers and Support Staff Member of the year!



Thea Bowman - Financial Reviewas of: **4/30/2023****1) Income Statement****Revenue - year to date:**

| | | | |
|----|-------------|---------------------------------------|-----------|
| | 11,789,951 | actual | 4/30/2023 |
| | 14,717,995 | budget | 4/30/2023 |
| \$ | (2,928,044) | Below budget YTD (Negative to Budget) | |

Expenses - year to date:

| | | | |
|----|------------|---------------------------------------|-----------|
| | 10,731,550 | actual | 4/30/2023 |
| | 14,542,120 | budget | 4/30/2023 |
| \$ | 3,810,570 | Below Budget YTD (Positive to Budget) | |

Net Income - year to date:

| | | | |
|----|-----------|---------------------------------------|-----------|
| \$ | 1,058,401 | actual | 4/30/2023 |
| \$ | 175,875 | budget | 4/30/2023 |
| \$ | 882,526 | Above budget YTD (Positive to Budget) | |

2) Balance Sheet:**Cash Balances:**

| | | |
|----|-----------|-----------|
| \$ | 4,556,736 | 4/30/2023 |
|----|-----------|-----------|

Accounts Payable Balances:

| | | |
|----|---------|-----------|
| \$ | 109,773 | 4/30/2023 |
|----|---------|-----------|

Days Cash:

95

3) Enrollment

| | |
|----------------|-----|
| Budget | 825 |
| Sept Count Day | 841 |
| Feb Count Day | 792 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Balance Sheet

| | Actual 4/30/2023 | Actual 6/30/2022 |
|-----------------------------------|----------------------|----------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | 4,556,736.22 | 4,952,278.13 |
| Restricted Cash Bond | 496,490.07 | 173,599.44 |
| Accounts Receivable | 251,427.19 | 60,075.82 |
| Grants Receivable | 1,969,452.17 | 746,270.12 |
| Prepays | 132,498.27 | 80,691.69 |
| Deposits | 24,612.60 | 24,612.60 |
| Total | 7,431,216.52 | 6,037,527.80 |
| PROPERTY AND EQUIPMENT | | |
| Land | 859,885.95 | 859,885.95 |
| Building Improvements | 17,255,276.82 | 17,025,110.94 |
| Textbooks | 494,080.35 | 311,354.38 |
| Equipment | 1,583,667.35 | 1,512,815.90 |
| Computers | 2,364,251.91 | 2,260,525.72 |
| Software | 145,547.58 | 145,547.58 |
| Furniture | 840,499.77 | 834,756.93 |
| Accumulated Depreciation | (11,989,913.37) | (11,504,089.26) |
| Total | 11,553,296.36 | 11,445,908.14 |
| OTHER ASSETS | | |
| Bond Debt Reserve Fund | 1,173,550.65 | 1,173,536.24 |
| Bond Discount | 253,493.43 | 259,993.26 |
| Bond Issuance Costs | 782,626.01 | 802,693.34 |
| Deferred Expense | 2,950.00 | 3,050.00 |
| Total | 2,212,620.09 | 2,239,272.84 |
| Total Current Assets | 21,197,132.97 | 19,722,708.78 |
| Total Assets | 21,197,132.97 | 19,722,708.78 |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Accounts Payable | 109,773.25 | 66,310.91 |
| Accrued Expenses | 511,562.76 | 260,067.00 |
| Payroll Liabilities | 194,031.24 | 185,251.47 |
| Unearned Revenue | 112,285.62 | 0.00 |
| Total CURRENT LIABILITIES | 927,652.87 | 511,629.38 |
| LONG TERM LIABILITIES | | |
| Bonds Payable | 16,775,000.00 | 16,775,000.00 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Balance Sheet

| | Actual 4/30/2023 | Actual 6/30/2022 |
|--|-----------------------------|-----------------------------|
| Total | <u>16,775,000.00</u> | <u>16,775,000.00</u> |
| Total Liabilities | <u>17,702,652.87</u> | <u>17,286,629.38</u> |
| NET ASSETS | | |
| Unrestricted Net Assets | 3,494,480.10 | 2,432,979.40 |
| Temporarily Restricted Net Assets | 0.00 | 3,100.00 |
| Total | <u>3,494,480.10</u> | <u>2,436,079.40</u> |
| Total Net Assets | <u>3,494,480.10</u> | <u>2,436,079.40</u> |
| Total Liabilities and Net Assets | <u><u>21,197,132.97</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) | 1,058,400.70 | 1,589,802.48 |
| ENDING NET ASSETS | <u><u>3,494,480.10</u></u> | <u><u>2,436,079.40</u></u> |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 4/1/2023 - 4/30/2023 | Actual 7/1/2022 - 4/30/2023 | Budget 7/1/2022 - 4/30/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|----------------------|---------------------|
| INCOME | | | | | | |
| Federal Funding | | | | | | |
| Title I | 91,077.11 | 1,747,358.42 | 1,736,345.00 | 11,013.42 | 2,083,614.00 | 336,255.58 |
| Title II | 0.00 | 140,155.12 | 42,777.60 | 97,377.52 | 51,333.00 | (88,822.12) |
| Title IV | 4,336.64 | 63,077.31 | 70,466.60 | (7,389.29) | 84,560.00 | 21,482.69 |
| SPED | 0.00 | 88,946.56 | 58,725.00 | 30,221.56 | 70,470.00 | (18,476.56) |
| Federal Lunch Reimbursement | 70,677.19 | 433,605.32 | 521,700.00 | (88,094.68) | 626,040.00 | 192,434.68 |
| ESSER II | 381,666.52 | 1,500,861.99 | 2,511,702.40 | (1,010,840.41) | 3,014,043.00 | 1,513,181.01 |
| ESSER III | (20,532.29) | 689,529.12 | 3,000,000.00 | (2,310,470.88) | 3,600,000.00 | 2,910,470.88 |
| Total Federal Funding | 527,225.17 | 4,663,533.84 | 7,941,716.60 | (3,278,182.76) | 9,530,060.00 | 4,866,526.16 |
| State Funding | | | | | | |
| Basic Support | 420,209.77 | 5,843,100.66 | 5,611,776.60 | 231,324.06 | 6,734,132.00 | 891,031.34 |
| 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 | 420,209.77 | 6,952,912.81 | 6,696,012.60 | 256,900.21 | 7,818,368.00 | 865,455.19 |
| Other Revenue | | | | | | |
| Student Fees | 6,660.00 | 29,339.25 | 28,176.60 | 1,162.65 | 33,812.00 | 4,472.75 |
| Athletics | 1,737.00 | 58,425.14 | 49,337.10 | 9,088.04 | 54,819.00 | (3,606.14) |
| Other Income | 0.00 | 63,032.72 | 2,752.20 | 60,280.52 | 3,058.00 | (59,974.72) |
| Interest Income | 45.94 | 479.77 | 0.00 | 479.77 | 0.00 | (479.77) |
| Contributions | 0.00 | 20,288.25 | 0.00 | 20,288.25 | 0.00 | (20,288.25) |
| Student Fundraising Income | 0.00 | 1,753.00 | 0.00 | 1,753.00 | 0.00 | (1,753.00) |
| Insurance Reimbursements | 0.00 | 185.94 | 0.00 | 185.94 | 0.00 | (185.94) |
| Total Other Revenue | 8,442.94 | 173,504.07 | 80,265.90 | 93,238.17 | 91,689.00 | (81,815.07) |
| Total Income | 955,877.88 | 11,789,950.72 | 14,717,995.10 | (2,928,044.38) | 17,440,117.00 | 5,650,166.28 |
| EXPENSES | | | | | | |
| Personnel Costs | | | | | | |
| Salary and Wages | 351,180.27 | 3,616,609.36 | 3,768,341.60 | 151,732.24 | 4,522,010.00 | 905,400.64 |
| Bonuses | 0.00 | 104,600.00 | 20,000.00 | (84,600.00) | 40,000.00 | (64,600.00) |
| Stipends | 7,989.56 | 134,450.96 | 180,000.00 | 45,549.04 | 200,000.00 | 65,549.04 |
| Payroll Taxes | 27,356.93 | 317,304.56 | 339,150.80 | 21,846.24 | 406,981.00 | 89,676.44 |
| Health Insurance | 21,946.65 | 386,264.34 | 414,517.40 | 28,253.06 | 497,421.00 | 111,156.66 |
| Retirement Expense | 7,265.03 | 124,170.64 | 188,417.40 | 64,246.76 | 226,101.00 | 101,930.36 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 4/1/2023 - 4/30/2023 | Actual 7/1/2022 - 4/30/2023 | Budget 7/1/2022 - 4/30/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|---|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|---------------------|---------------------|
| Substitutes | 0.00 | (7,600.00) | 48,204.00 | 55,804.00 | 53,560.00 | 61,160.00 |
| Total Personnel Costs | 415,738.44 | 4,675,799.86 | 4,958,631.20 | 282,831.34 | 5,946,073.00 | 1,270,273.14 |
| Professional Fees | | | | | | |
| SPED Services | 0.00 | 40,798.76 | 141,941.70 | 101,142.94 | 157,713.00 | 116,914.24 |
| Instruction Services | 23,613.00 | 138,359.00 | 136,232.00 | (2,127.00) | 152,464.00 | 14,105.00 |
| Staff Training & Recruitment | 0.00 | 16,759.97 | 16,266.00 | (493.97) | 16,266.00 | (493.97) |
| Accounting Fees | 2,880.00 | 38,130.00 | 33,645.00 | (4,485.00) | 40,374.00 | 2,244.00 |
| Admin Professional Services | 163,882.97 | 1,575,463.72 | 1,496,943.20 | (78,520.52) | 1,796,332.00 | 220,868.28 |
| Legal Fees | 2,000.00 | 9,593.75 | 12,043.20 | 2,449.45 | 14,452.00 | 4,858.25 |
| Marketing | 0.00 | 259.20 | 1,477.00 | 1,217.80 | 2,954.00 | 2,694.80 |
| Honors Diploma | 0.00 | 29,551.89 | 7,044.10 | (22,507.79) | 8,453.00 | (21,098.89) |
| Total Professional Fees | 192,375.97 | 1,848,916.29 | 1,845,592.20 | (3,324.09) | 2,189,008.00 | 340,091.71 |
| Classroom Supplies & Materials | | | | | | |
| Classroom Supplies & Materials | 1,352.84 | 172,646.73 | 464,923.20 | 292,276.47 | 557,908.00 | 385,261.27 |
| Curricular Materials | 0.00 | 47,657.45 | 187,500.00 | 139,842.55 | 225,000.00 | 177,342.55 |
| Total Classroom Supplies & Materials | 1,352.84 | 220,304.18 | 652,423.20 | 432,119.02 | 782,908.00 | 562,603.82 |
| School Breakfast & Lunch Expense | | | | | | |
| School Breakfast & Lunch Expense | 34,392.11 | 284,573.21 | 460,992.96 | 176,419.75 | 563,436.00 | 278,862.79 |
| Total Breakfast & Lunch | 34,392.11 | 284,573.21 | 460,992.96 | 176,419.75 | 563,436.00 | 278,862.79 |
| Student Transportation Expenses | | | | | | |
| Student Transportation Expense | 17,255.00 | 146,368.82 | 35,772.48 | (110,596.34) | 43,722.00 | (102,646.82) |
| Total Student Transportation | 17,255.00 | 146,368.82 | 35,772.48 | (110,596.34) | 43,722.00 | (102,646.82) |
| 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 | 2,827.52 | 136,774.87 | 203,180.00 | 66,405.13 | 243,816.00 | 107,041.13 |
| Total Extra-Curricular | 2,827.52 | 136,774.87 | 203,180.00 | 66,405.13 | 243,816.00 | 107,041.13 |
| Technology Expenses | | | | | | |
| Technology Expenses | 26,542.76 | 344,137.46 | 361,125.00 | 16,987.54 | 433,350.00 | 89,212.54 |
| Total Technology | 26,542.76 | 344,137.46 | 361,125.00 | 16,987.54 | 433,350.00 | 89,212.54 |
| Facility and Equipment Expenses | | | | | | |
| Building Rent | 30,542.85 | 377,861.76 | 543,583.20 | 165,721.44 | 652,300.00 | 274,438.24 |
| Building Maintenance | 513.64 | 156,516.78 | 2,673,336.60 | 2,516,819.82 | 3,208,004.00 | 3,051,487.22 |
| Grounds Maintenance | 0.00 | 10,865.00 | 28,010.00 | 17,145.00 | 33,612.00 | 22,747.00 |
| Janitorial Services & Supplies | 6,370.40 | 54,221.78 | 73,679.00 | 19,457.22 | 88,415.00 | 34,193.22 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 4/1/2023 - 4/30/2023 | Actual 7/1/2022 - 4/30/2023 | Budget 7/1/2022 - 4/30/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|--|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|----------------------|-----------------------|
| Security Services | 47,050.20 | 440,857.26 | 209,948.20 | (230,909.06) | 251,938.00 | (188,919.26) |
| Equipment Rental | 5,573.79 | 53,427.92 | 55,012.40 | 1,584.48 | 66,015.00 | 12,587.08 |
| Equipment Expense and Maintenance | 0.00 | 1,800.82 | 44,176.60 | 42,375.78 | 53,012.00 | 51,211.18 |
| Trash Removal | 4,598.41 | 40,414.61 | 21,696.60 | (18,718.01) | 26,036.00 | (14,378.61) |
| Total Facility and Equipment | 94,649.29 | 1,135,965.93 | 3,649,442.60 | 2,513,476.67 | 4,379,332.00 | 3,243,366.07 |
| Utilities | | | | | | |
| Utilities | 22,182.72 | 145,701.39 | 163,120.00 | 17,418.61 | 195,744.00 | 50,042.61 |
| Total Utilities | 22,182.72 | 145,701.39 | 163,120.00 | 17,418.61 | 195,744.00 | 50,042.61 |
| Other Expenses | | | | | | |
| Authorizer Fees | 15,006.91 | 170,633.50 | 168,353.20 | (2,280.30) | 202,024.00 | 31,390.50 |
| Office Supplies | 3,696.04 | 29,815.81 | 18,304.00 | (11,511.81) | 21,965.00 | (7,850.81) |
| Insurance Expense | 13,303.67 | 140,601.66 | 133,290.00 | (7,311.66) | 159,948.00 | 19,346.34 |
| Bank Fees | 198.22 | 9,409.61 | 8,712.40 | (697.21) | 10,455.00 | 1,045.39 |
| Admin Travel | 185.36 | 6,484.82 | 3,067.40 | (3,417.42) | 3,681.00 | (2,803.82) |
| Other Food Purchases | 10,829.75 | 24,845.00 | 11,145.00 | (13,700.00) | 13,374.00 | (11,471.00) |
| Interest Expense | 80,710.94 | 807,109.39 | 1,008,886.60 | 201,777.21 | 1,210,664.00 | 403,554.61 |
| Postage | 531.69 | 5,281.09 | 5,229.00 | (52.09) | 6,275.00 | 993.91 |
| Student Fundraising Expenses | 0.00 | 2,540.00 | 0.00 | (2,540.00) | 0.00 | (2,540.00) |
| Membership Dues & Fees | 236.09 | 5,699.69 | 2,332.00 | (3,367.69) | 2,332.00 | (3,367.69) |
| Field Trips | 26,765.50 | 64,128.26 | 13,014.90 | (51,113.36) | 14,461.00 | (49,667.26) |
| Nurse Supplies | 2,295.83 | 2,295.83 | 3,655.00 | 1,359.17 | 4,386.00 | 2,090.17 |
| Other Event Expenses | 8,356.19 | 11,512.76 | 5,482.80 | (6,029.96) | 6,092.00 | (5,420.76) |
| COVID-19 Operation Related Expenses | 0.00 | 0.00 | 33,333.20 | 33,333.20 | 40,000.00 | 40,000.00 |
| Total Other Expenses | 162,116.19 | 1,280,357.42 | 1,414,805.50 | 134,448.08 | 1,695,657.00 | 415,299.58 |
| Depreciation & Amortization | | | | | | |
| Depreciation Expense | 47,921.55 | 485,824.11 | 582,000.00 | 96,175.89 | 698,400.00 | 212,575.89 |
| Amortization Expense | 2,656.71 | 26,567.16 | 214,863.30 | 188,296.14 | 257,836.00 | 231,268.84 |
| Total Depreciation & Amortization | 50,578.26 | 512,391.27 | 796,863.30 | 284,472.03 | 956,236.00 | 443,844.73 |
| Total Expenses | 1,020,011.10 | 10,731,550.02 | 14,542,120.44 | 3,810,570.42 | 17,429,454.00 | 6,697,903.98 |
| Net Income (Loss) | (64,133.22) | 1,058,400.70 | 175,874.66 | 882,526.04 | 10,663.00 | (1,047,737.70) |

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 |
|---|----------------|---|-----------|--------------------|--------------------|---------------------|--------------------|------------------|---------------|
| ADT Commercial | | | | | | | | | |
| ADT Commercial | 150197520 | 4/16/2023 | 4/16/2023 | \$92.92 | \$0.00 | | \$92.92 | 4/16/2023 | 14 |
| | | <i>Totals for ADT Commercial:</i> | | <u>\$92.92</u> | <u>\$0.00</u> | | <u>\$92.92</u> | | |
| Anderson's | | | | | | | | | |
| Anderson's | 4372669 | 4/24/2023 | 4/24/2023 | \$4031.16 | \$0.00 | | \$4031.16 | 4/24/2023 | 6 |
| | | <i>Totals for Anderson's:</i> | | <u>\$4031.16</u> | <u>\$0.00</u> | | <u>\$4031.16</u> | | |
| AT&T | | | | | | | | | |
| AT&T | 6906628706 | 4/19/2023 | 4/19/2023 | \$2669.80 | \$0.00 | | \$2669.80 | 5/19/2023 | 0 |
| | | <i>Totals for AT&T:</i> | | <u>\$2669.80</u> | <u>\$0.00</u> | | <u>\$2669.80</u> | | |
| Brianna Steele | | | | | | | | | |
| Brianna Steele | 4/28/2023 | 4/28/2023 | 4/28/2023 | \$36.09 | \$0.00 | | \$36.09 | 4/28/2023 | 2 |
| | | <i>Totals for Brianna Steele:</i> | | <u>\$36.09</u> | <u>\$0.00</u> | | <u>\$36.09</u> | | |
| Gaylord Opryland | | | | | | | | | |
| Gaylord Opryland | PMS #44042 | 4/28/2023 | 4/28/2023 | \$23906.19 | \$0.00 | | \$23906.19 | 4/28/2023 | 2 |
| | | <i>Totals for Gaylord Opryland:</i> | | <u>\$23906.19</u> | <u>\$0.00</u> | | <u>\$23906.19</u> | | |
| Haggard, Arthur | | | | | | | | | |
| Haggard, Arthur | | 4/28/2023 | 4/28/2023 | \$107.09 | \$0.00 | | \$107.09 | 5/8/2023 | 0 |
| | | <i>Totals for Haggard, Arthur:</i> | | <u>\$107.09</u> | <u>\$0.00</u> | | <u>\$107.09</u> | | |
| Johnson Controls Security Solutions | | | | | | | | | |
| Johnson Controls Security Solutions | 38703921 | 4/8/2023 | 4/8/2023 | \$732.28 | \$0.00 | | \$732.28 | 4/23/2023 | 7 |
| | | <i>Totals for Johnson Controls Security Solutions:</i> | | <u>\$732.28</u> | <u>\$0.00</u> | | <u>\$732.28</u> | | |
| Just A Dash Catering LLC | | | | | | | | | |
| Just A Dash Catering LLC | THE21 | 4/12/2023 | 4/12/2023 | \$40224.96 | \$0.00 | | \$40224.96 | 4/27/2023 | 3 |
| Just A Dash Catering LLC | THE22 | 4/30/2023 | 4/30/2023 | \$35601.37 | \$0.00 | | \$35601.37 | 5/15/2023 | 0 |
| | | <i>Totals for Just A Dash Catering LLC:</i> | | <u>\$75826.33</u> | <u>\$0.00</u> | | <u>\$75826.33</u> | | |
| Physicians Coding and Education Services | | | | | | | | | |
| Physicians Coding and Education Services | CTE04302023 | 4/30/2023 | 4/30/2023 | \$2618.00 | \$0.00 | | \$2618.00 | 5/10/2023 | 0 |
| | | <i>Totals for Physicians Coding and Education Services:</i> | | <u>\$2618.00</u> | <u>\$0.00</u> | | <u>\$2618.00</u> | | |
| Troupe, Antoinette | | | | | | | | | |
| Troupe, Antoinette | | 4/28/2023 | 4/28/2023 | \$359.75 | \$0.00 | | \$359.75 | 4/28/2023 | 2 |
| | | <i>Totals for Troupe, Antoinette:</i> | | <u>\$359.75</u> | <u>\$0.00</u> | | <u>\$359.75</u> | | |
| | | GRAND TOTALS: | | \$110379.61 | \$0.00 | | \$110379.61 | | |

Phalen Leadership Academy - Indiana Open Invoice Report

Unapplied Credit Memo Schedule

| <u>Vendor Name</u> | <u>Credit Memo Number</u> | <u>Credit Memo Date</u> | <u>Description</u> | <u>Post Status</u> | <u>Post Date</u> | <u>Ending Credit Balance</u> |
|--------------------------------------|---------------------------|-------------------------|---|--------------------|------------------|------------------------------|
| 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
April 2023**

| Date | Payment Number | Name of Claimant | Amount Allowed | Amount of Voucher | Description |
|-----------|----------------|---|----------------|-------------------|--|
| 4/6/2023 | 6117 | ADT Commercial | \$92.02 | \$92.02 | Services 4/14-5/13/2023 |
| 4/6/2023 | 6118 | AT&T | \$2,688.78 | \$2,688.78 | Internet Charges |
| 4/6/2023 | 6119 | CINTAS Corporation | \$1,337.42 | \$1,337.42 | Supplies |
| 4/6/2023 | 6120 | College Board | \$2,340.00 | \$2,340.00 | PSAT/NMSQT (October 2022 admin) |
| 4/6/2023 | 6121 | Gary SouthShore RailCats | \$2,700.00 | \$2,700.00 | Field Rental April 4, 7, 12, 13, 17 |
| 4/6/2023 | 6122 | Gold Medal Chicago ML30 | \$988.17 | \$988.17 | Snacks |
| 4/6/2023 | 6125 | Johnson Controls Security Solutions | \$982.49 | \$982.49 | Quarterly Billing for March 2023 |
| 4/6/2023 | 6126 | Lil Lou's Beauty and Barber College | \$5,000.00 | \$5,000.00 | Human Services Cosmetology (March 31, 2023) |
| 4/6/2023 | 6128 | Mead, Jermaine | \$667.20 | \$667.20 | Travel Reimbursement IIAAA 3.18 |
| 4/6/2023 | 6130 | RSI Truck & Bus Repair Inc. | \$13,740.00 | \$13,740.00 | March and April Transportation; Track Comp. |
| 4/6/2023 | 6132 | Seesaw Learning, Inc | \$3,430.00 | \$3,430.00 | Student License |
| 4/6/2023 | 6133 | Swain, Deron | \$108.50 | \$108.50 | Team Entry Fee Reimbursement |
| 4/6/2023 | 6135 | Troupe, Clark | \$301.31 | \$301.31 | Travel Reimbursement 3/21/2023 & Batting Cage |
| 4/6/2023 | 6136 | ULINE | \$595.41 | \$595.41 | Building Supplies |
| 4/6/2023 | 6137 | Warehouse Direct | \$331.89 | \$331.89 | Janitorial Supplies |
| 4/6/2023 | 93237 | Nextiva | \$1,182.10 | \$1,182.10 | Tech Support |
| 4/7/2023 | 93216 | Indiana American Water | \$1,829.98 | \$1,829.98 | Dom Services 2.14-3.14.2023 |
| 4/7/2023 | 93238 | Human Capital Concepts | \$224,335.53 | \$224,335.53 | Batch 202319/202320 |
| 4/13/2023 | 6139 | Adobe Inc. | \$2,460.00 | \$2,460.00 | Adobe Acrobat Pro |
| 4/13/2023 | 6140 | ADT Commercial | \$92.02 | \$92.02 | Servuces 3/14-4/13/2023 |
| 4/13/2023 | 6141 | Agape Union Transport | \$1,350.00 | \$1,350.00 | Transportaion Ending 3/31/2023 |
| 4/13/2023 | 6142 | Anderson's | \$4,031.16 | \$4,031.16 | Prom Decor Set Up |
| 4/13/2023 | 6143 | Ball State University | \$1,539.00 | \$1,539.00 | Taryn Eastland |
| 4/13/2023 | 6144 | CINTAS Corporation | \$668.71 | \$668.71 | Supplies |
| 4/13/2023 | 6145 | Harris Law Firm, P.C. | \$2,000.00 | \$2,000.00 | March Fees 2023 |
| 4/13/2023 | 6146 | Johnson Controls Security Solutions | \$3,396.86 | \$3,396.86 | Installment billing |
| 4/13/2023 | 6147 | Korellis Roofing, Inc. | \$474.44 | \$474.44 | Job#41065 |
| 4/13/2023 | 6148 | Main Sporting Goods | \$506.00 | \$506.00 | PTEC Baseball Hats |
| 4/13/2023 | 6149 | Midwest Telecom of America, Inc | \$245.09 | \$245.09 | Tech Services |
| 4/13/2023 | 6150 | NASSP | \$1,020.00 | \$1,020.00 | Membership Dues |
| 4/13/2023 | 6151 | Physicians Coding and Education Services | \$75.00 | \$75.00 | Davion Mitchell CNA Exam Cost |
| 4/13/2023 | 6152 | Tatum Security LLC | \$22,312.50 | \$22,312.50 | 2 SRO, 4 Officers, 1 Officer |
| 4/13/2023 | 6153 | Warehouse Direct | \$1,213.09 | \$1,213.09 | Janitorial Supplies |
| 4/13/2023 | 6154 | Willscot | \$39,515.18 | \$39,515.18 | Various contracts (7) |
| 4/17/2023 | 6155 | Tatum Security LLC | \$15,387.50 | \$15,387.50 | 2 SRO, 4 Officers, 1 Officer |
| 4/17/2023 | 93252 | NIPSCO | \$9,763.18 | \$9,763.18 | Electric Services |
| 4/17/2023 | 93253 | NIPSCO | \$4,145.44 | \$4,145.44 | Gas Services |
| 4/17/2023 | 93254 | PEX | \$5,000.00 | \$5,000.00 | Charges |
| 4/18/2023 | 6156 | Physicians Coding and Education Services | \$5,236.00 | \$5,236.00 | Prenursing Pathway Tuition |
| 4/20/2023 | 6157 | Amazon Capital Services | \$4,882.83 | \$4,882.83 | Office, Classroom, Building, and Janitorial Supplies |
| 4/20/2023 | 6158 | Amazon Capital Services | \$390.97 | \$390.97 | Classroom and Office Supplies |
| 4/20/2023 | 6159 | Anew Life Youth Development | \$1,000.00 | \$1,000.00 | Transportation 2/27-3/3, 3/6-3/10, 3/13-3/17, 3/27-3/31/2023 |
| 4/20/2023 | 6160 | Arrow Pest Control | \$103.00 | \$103.00 | Monthly Services |
| 4/20/2023 | 6161 | CINTAS Corporation | \$661.64 | \$661.64 | Supplies |
| 4/20/2023 | 6162 | Close Education | \$369.00 | \$369.00 | Mindplay Student Licenses |
| 4/20/2023 | 6163 | Education One, LLC | \$15,006.91 | \$15,006.91 | Admin Fee April 2023 |
| 4/20/2023 | 6164 | Engravables | \$324.00 | \$324.00 | Red Marble |
| 4/20/2023 | 6165 | Gary SouthShore RailCats | \$200.00 | \$200.00 | School Day Tickets 5/16/2023 and 5/18/2023 |
| 4/20/2023 | 6166 | Haggard, Arthur | \$1,025.67 | \$1,025.67 | Travel Reimbursement 3/17, 3/18, & 3/25 |
| 4/20/2023 | 6167 | Hobart High School Athletic | \$75.00 | \$75.00 | Use of Baseball Field May 2, 15, and 16 |
| 4/20/2023 | 6168 | Infinite Campus | \$1,300.00 | \$1,300.00 | 24/7 Tech Services K Blume |
| 4/20/2023 | 6169 | Lancer Associates | \$10,419.38 | \$10,419.38 | Design Development & Mileage |
| 4/20/2023 | 6170 | Main Sporting Goods | \$51.00 | \$51.00 | Referee Supplies |
| 4/20/2023 | 6171 | Northern Indiana Commuter Transportation District | \$175.68 | \$175.68 | Round Trip South Shore Train Ride (34 Riders) |
| 4/20/2023 | 6172 | Purchase Power | \$531.69 | \$531.69 | Postage |
| 4/20/2023 | 6173 | Scholastic Inc. | \$504.68 | \$504.68 | Taryn Eastland, Dynamath, and Story Works-Digital |
| 4/20/2023 | 6174 | Simmons, Marisa | \$185.36 | \$185.36 | Travel Reimbursement (IPLI Meeting) |
| 4/20/2023 | 6175 | TIAA Commercial Finance Inc | \$5,573.79 | \$5,573.79 | Equipment Rental |
| 4/20/2023 | 6176 | ULINE | \$1,541.51 | \$1,541.51 | Building Supplies |
| 4/20/2023 | 6177 | Urban Elevator Service, LLC | \$362.66 | \$362.66 | Monthly Elevator Services |
| 4/20/2023 | 6178 | Whittaker & Company, PLLC | \$2,880.00 | \$2,880.00 | Corporate Tax Return & Personal Property Return |
| 4/20/2023 | 6179 | William Thomas | \$212.00 | \$212.00 | Reimbursement: Self-Guided Tour 5/4/2023 |
| 4/20/2023 | 6180 | YouthBuild Gary | \$14,520.00 | \$14,520.00 | Semester 2 Courses |
| 4/21/2023 | 93239 | Human Capital Concepts | \$205,032.74 | \$205,032.74 | Batch 202321 |
| 4/24/2023 | 93240 | Human Capital Concepts | \$8,783.48 | \$8,783.48 | Batch 202323 |
| 4/24/2023 | 93244 | Bank Fees | \$198.22 | \$198.22 | Service Charges |
| 4/24/2023 | 93245 | INPRS | \$6,824.61 | \$6,824.61 | PERF - 4/7 Payroll |
| 4/24/2023 | 93246 | INPRS | \$6,310.42 | \$6,310.42 | PERF - 3/17 Payroll |

**THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
April 2023**

| Date | Payment Number | Name of Claimant | Amount Allowed | Amount of Voucher | Description |
|--------------|----------------|--|---------------------|---------------------|---------------------------------------|
| 4/24/2023 | 93247 | INPRS | \$2,745.05 | \$2,745.05 | TRF - 4/7 Payroll |
| 4/24/2023 | 93248 | INPRS | \$2,744.17 | \$2,744.17 | 3/17 Payroll |
| 4/24/2023 | 93249 | INPRS | \$132.49 | \$132.49 | TRF 3/17 ADJ |
| 4/24/2023 | 93250 | INPRS | \$132.49 | \$132.49 | 3/17 ADJ |
| 4/24/2023 | 93251 | Indiana American Water | \$132.87 | \$132.87 | Fire Services |
| 4/25/2023 | 93243 | PEX | \$8,000.00 | \$8,000.00 | Charges |
| 4/26/2023 | 93241 | Human Capital Concepts | \$324.00 | \$324.00 | Batch 202324 |
| 4/26/2023 | 93242 | Waste Management | \$4,598.41 | \$4,598.41 | Trash Services 4/1-4/30/2023 |
| 4/27/2023 | 6181 | Agape Union Transport | \$1,200.00 | \$1,200.00 | Transportation 4/7/2023 & 4/14/2023 |
| 4/27/2023 | 6182 | CINTAS Corporation | \$661.64 | \$661.64 | Supplies |
| 4/27/2023 | 6183 | Golean McCloud | \$293.87 | \$293.87 | Reimbursement - Kindergarted Round Up |
| 4/27/2023 | 6184 | Haggard, Arthur | \$150.68 | \$150.68 | Brandon Sprint Showcase |
| 4/27/2023 | 6185 | Lil Lou's Beauty and Barber College | \$10,000.00 | \$10,000.00 | Tuition & Books Cosmetology |
| 4/27/2023 | 6186 | Main Sporting Goods | \$105.00 | \$105.00 | Embroidery |
| 4/27/2023 | 6187 | Midwest Telecom of America, Inc | \$2,412.98 | \$2,412.98 | BCDR Server |
| 4/27/2023 | 6188 | Northwest Athletic Officials Association | \$1,200.00 | \$1,200.00 | Athletic Fees |
| 4/27/2023 | 6189 | RSI Truck & Bus Repair Inc. | \$4,225.00 | \$4,225.00 | Charter 4/8-4/16 |
| 4/27/2023 | 6190 | School Nurse Supply, Inc. | \$2,295.83 | \$2,295.83 | Nursing Supplies |
| 4/27/2023 | 6191 | Tatum Security LLC | \$23,912.50 | \$23,912.50 | 2 SRO, 4 Officers, 1 Officer |
| 4/27/2023 | 6192 | United Rentals (North America), Inc. | \$777.57 | \$777.57 | Office Trailer and Steps (Rental) |
| Grand | | | <u>\$738,572.76</u> | <u>\$738,572.76</u> | |

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 \$738,572.76.

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Balance Sheet

| | Actual 3/31/2023 | Actual 6/30/2022 |
|-----------------------------------|----------------------|----------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash | 4,835,088.29 | 4,952,278.13 |
| Restricted Cash Bond | 415,777.52 | 173,599.44 |
| Accounts Receivable | 180,750.00 | 60,075.82 |
| Grants Receivable | 1,512,904.19 | 746,270.12 |
| Prepays | 160,282.59 | 80,691.69 |
| Deposits | 24,612.60 | 24,612.60 |
| Total | 7,129,415.19 | 6,037,527.80 |
| PROPERTY AND EQUIPMENT | | |
| Land | 859,885.95 | 859,885.95 |
| Building Improvements | 17,244,857.44 | 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 | (11,941,991.82) | (11,504,089.26) |
| Total | 11,588,385.55 | 11,445,908.14 |
| OTHER ASSETS | | |
| Bond Debt Reserve Fund | 1,173,545.56 | 1,173,536.24 |
| Bond Discount | 254,143.41 | 259,993.26 |
| Bond Issuance Costs | 784,632.74 | 802,693.34 |
| Deferred Expense | 2,950.00 | 3,050.00 |
| Total | 2,215,271.71 | 2,239,272.84 |
| Total Current Assets | 20,933,072.45 | 19,722,708.78 |
| Total Assets | 20,933,072.45 | 19,722,708.78 |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES | | |
| Accounts Payable | 64,163.30 | 66,310.91 |
| Accrued Expenses | 300,632.82 | 260,067.00 |
| Payroll Liabilities | 234,663.01 | 185,251.47 |
| Total CURRENT LIABILITIES | 599,459.13 | 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 3/31/2023 | Actual 6/30/2022 |
|--|---------------------------------|---------------------------------|
| Total Liabilities | <u>17,374,459.13</u> | <u>17,286,629.38</u> |
| NET ASSETS | | |
| Unrestricted Net Assets | 3,558,613.32 | 2,432,979.40 |
| Temporarily Restricted Net Assets | 0.00 | 3,100.00 |
| Total | <u>3,558,613.32</u> | <u>2,436,079.40</u> |
| Total Net Assets | <u>3,558,613.32</u> | <u>2,436,079.40</u> |
| Total Liabilities and Net Assets | <u><u>20,933,072.45</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) | 1,122,533.92 | 1,589,802.48 |
| ENDING NET ASSETS | <u>3,558,613.32</u> | <u>2,436,079.40</u> |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 3/1/2023 - 3/31/2023 | Actual 7/1/2022 - 3/31/2023 | Budget 7/1/2022 - 3/31/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|--------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|----------------------|---------------------|
| INCOME | | | | | | |
| Federal Funding | | | | | | |
| Title I | 109,244.89 | 1,656,281.31 | 1,562,710.50 | 93,570.81 | 2,083,614.00 | 427,332.69 |
| Title II | 17,118.87 | 140,155.12 | 38,499.84 | 101,655.28 | 51,333.00 | (88,822.12) |
| Title IV | 14,681.42 | 58,740.67 | 63,419.94 | (4,679.27) | 84,560.00 | 25,819.33 |
| SPED | 7,152.00 | 88,946.56 | 52,852.50 | 36,094.06 | 70,470.00 | (18,476.56) |
| Federal Lunch Reimbursement | 50,000.00 | 362,928.13 | 469,530.00 | (106,601.87) | 626,040.00 | 263,111.87 |
| ESSER II | 257,818.35 | 1,119,195.47 | 2,260,532.16 | (1,141,336.69) | 3,014,043.00 | 1,894,847.53 |
| ESSER III | 96,138.61 | 710,061.41 | 2,700,000.00 | (1,989,938.59) | 3,600,000.00 | 2,889,938.59 |
| Total Federal Funding | 552,154.14 | 4,136,308.67 | 7,147,544.94 | (3,011,236.27) | 9,530,060.00 | 5,393,751.33 |
| State Funding | | | | | | |
| Basic Support | 598,474.74 | 5,422,890.89 | 5,050,598.94 | 372,291.95 | 6,734,132.00 | 1,311,241.11 |
| 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 | 598,474.74 | 6,532,703.04 | 6,134,834.94 | 397,868.10 | 7,818,368.00 | 1,285,664.96 |
| Other Revenue | | | | | | |
| Student Fees | 8,405.25 | 22,679.25 | 25,358.94 | (2,679.69) | 33,812.00 | 11,132.75 |
| Athletics | 2,649.30 | 56,688.14 | 43,855.20 | 12,832.94 | 54,819.00 | (1,869.14) |
| Other Income | 1,963.00 | 63,032.72 | 2,446.40 | 60,586.32 | 3,058.00 | (59,974.72) |
| Interest Income | 43.21 | 433.83 | 0.00 | 433.83 | 0.00 | (433.83) |
| Contributions | 1,629.00 | 20,288.25 | 0.00 | 20,288.25 | 0.00 | (20,288.25) |
| Student Fundraising Income | 0.00 | 1,753.00 | 0.00 | 1,753.00 | 0.00 | (1,753.00) |
| Insurance Reimbursements | 185.94 | 185.94 | 0.00 | 185.94 | 0.00 | (185.94) |
| Total Other Revenue | 14,875.70 | 165,061.13 | 71,660.54 | 93,400.59 | 91,689.00 | (73,372.13) |
| Total Income | 1,165,504.58 | 10,834,072.84 | 13,354,040.42 | (2,519,967.58) | 17,440,117.00 | 6,606,044.16 |
| EXPENSES | | | | | | |
| Personnel Costs | | | | | | |
| Salary and Wages | 358,954.58 | 3,265,429.09 | 3,391,507.44 | 126,078.35 | 4,522,010.00 | 1,256,580.91 |
| Bonuses | 0.00 | 104,600.00 | 20,000.00 | (84,600.00) | 40,000.00 | (64,600.00) |
| Stipends | 35,338.50 | 126,461.40 | 160,000.00 | 33,538.60 | 200,000.00 | 73,538.60 |
| Payroll Taxes | 29,237.17 | 289,947.63 | 305,235.72 | 15,288.09 | 406,981.00 | 117,033.37 |
| Health Insurance | 44,214.43 | 364,317.69 | 373,065.66 | 8,747.97 | 497,421.00 | 133,103.31 |
| Retirement Expense | 14,520.96 | 116,905.61 | 169,575.66 | 52,670.05 | 226,101.00 | 109,195.39 |
| Substitutes | (1,600.00) | (7,600.00) | 42,848.00 | 50,448.00 | 53,560.00 | 61,160.00 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 3/1/2023 - 3/31/2023 | Actual 7/1/2022 - 3/31/2023 | Budget 7/1/2022 - 3/31/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|--------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|------------------|---------------------|
| Total Personnel Costs | 480,665.64 | 4,260,061.42 | 4,462,232.48 | 202,171.06 | 5,946,073.00 | 1,686,011.58 |
| Professional Fees | | | | | | |
| SPED Services | 7,152.00 | 40,798.76 | 126,170.40 | 85,371.64 | 157,713.00 | 116,914.24 |
| Instruction Services | 13,836.00 | 114,746.00 | 121,232.00 | 6,486.00 | 152,464.00 | 37,718.00 |
| 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 | 30,280.50 | (4,969.50) | 40,374.00 | 5,124.00 |
| Admin Professional Services | 51,710.75 | 1,411,580.75 | 1,347,248.88 | (64,331.87) | 1,796,332.00 | 384,751.25 |
| Legal Fees | 4,000.00 | 7,593.75 | 10,838.88 | 3,245.13 | 14,452.00 | 6,858.25 |
| Marketing | 0.00 | 259.20 | 1,477.00 | 1,217.80 | 2,954.00 | 2,694.80 |
| Honors Diploma | 5,506.00 | 29,551.89 | 6,339.69 | (23,212.20) | 8,453.00 | (21,098.89) |
| Total Professional Fees | 82,204.75 | 1,656,540.32 | 1,659,853.35 | 3,313.03 | 2,189,008.00 | 532,467.68 |
| Classroom Supplies & Materials | | | | | | |
| Classroom Supplies & Materials | (18,206.82) | 171,293.89 | 418,430.88 | 247,136.99 | 557,908.00 | 386,614.11 |
| Curricular Materials | 208.78 | 47,657.45 | 168,750.00 | 121,092.55 | 225,000.00 | 177,342.55 |
| Total Classroom Supplies & Materials | (17,998.04) | 218,951.34 | 587,180.88 | 368,229.54 | 782,908.00 | 563,956.66 |
| School Breakfast & Lunch Expense | | | | | | |
| School Breakfast & Lunch Expense | 42,989.52 | 250,181.10 | 409,771.52 | 159,590.42 | 563,436.00 | 313,254.90 |
| Total Breakfast & Lunch | 42,989.52 | 250,181.10 | 409,771.52 | 159,590.42 | 563,436.00 | 313,254.90 |
| Student Transportation Expenses | | | | | | |
| Student Transportation Expense | 25,580.00 | 129,113.82 | 31,797.76 | (97,316.06) | 43,722.00 | (85,391.82) |
| Total Student Transportation | 25,580.00 | 129,113.82 | 31,797.76 | (97,316.06) | 43,722.00 | (85,391.82) |
| 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 | 15,578.23 | 133,947.35 | 182,862.00 | 48,914.65 | 243,816.00 | 109,868.65 |
| Total Extra-Curricular | 15,578.23 | 133,947.35 | 182,862.00 | 48,914.65 | 243,816.00 | 109,868.65 |
| Technology Expenses | | | | | | |
| Technology Expenses | 38,522.01 | 317,594.70 | 325,012.50 | 7,417.80 | 433,350.00 | 115,755.30 |
| Total Technology | 38,522.01 | 317,594.70 | 325,012.50 | 7,417.80 | 433,350.00 | 115,755.30 |
| Facility and Equipment Expenses | | | | | | |
| Building Rent | 139,747.47 | 347,318.91 | 489,224.88 | 141,905.97 | 652,300.00 | 304,981.09 |
| Building Maintenance | 7,530.70 | 156,003.14 | 2,406,002.94 | 2,249,999.80 | 3,208,004.00 | 3,052,000.86 |
| Grounds Maintenance | 0.00 | 10,865.00 | 25,209.00 | 14,344.00 | 33,612.00 | 22,747.00 |
| Janitorial Services & Supplies | 2,601.54 | 47,851.38 | 66,311.10 | 18,459.72 | 88,415.00 | 40,563.62 |
| Security Services | 41,888.95 | 393,807.06 | 188,953.38 | (204,853.68) | 251,938.00 | (141,869.06) |
| Equipment Rental | 10,350.66 | 47,854.13 | 49,511.16 | 1,657.03 | 66,015.00 | 18,160.87 |

Phalen Leadership Academy - Indiana
Thea Bowman Leadership Academy
Income Statement

| | Actual 3/1/2023 - 3/31/2023 | Actual 7/1/2022 - 3/31/2023 | Budget 7/1/2022 - 3/31/2023 | Favorable (Unfavorable) | Annual Budget | Budget Remaining |
|--|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------|----------------------|-----------------------|
| Equipment Expense and Maintenance | 0.00 | 1,800.82 | 39,758.94 | 37,958.12 | 53,012.00 | 51,211.18 |
| Trash Removal | 4,647.81 | 35,816.20 | 19,526.94 | (16,289.26) | 26,036.00 | (9,780.20) |
| Total Facility and Equipment | 206,767.13 | 1,041,316.64 | 3,284,498.34 | 2,243,181.70 | 4,379,332.00 | 3,338,015.36 |
| Utilities | | | | | | |
| Utilities | 16,859.23 | 123,518.67 | 146,808.00 | 23,289.33 | 195,744.00 | 72,225.33 |
| Total Utilities | 16,859.23 | 123,518.67 | 146,808.00 | 23,289.33 | 195,744.00 | 72,225.33 |
| Other Expenses | | | | | | |
| Authorizer Fees | 16,986.29 | 155,626.59 | 151,517.88 | (4,108.71) | 202,024.00 | 46,397.41 |
| Office Supplies | 0.00 | 26,119.77 | 16,473.60 | (9,646.17) | 21,965.00 | (4,154.77) |
| Insurance Expense | 14,444.77 | 127,297.99 | 119,961.00 | (7,336.99) | 159,948.00 | 32,650.01 |
| Bank Fees | 201.40 | 9,211.39 | 7,841.16 | (1,370.23) | 10,455.00 | 1,243.61 |
| Admin Travel | 1,944.18 | 6,299.46 | 2,760.66 | (3,538.80) | 3,681.00 | (2,618.46) |
| Other Food Purchases | 1,888.17 | 14,015.25 | 10,030.50 | (3,984.75) | 13,374.00 | (641.25) |
| Interest Expense | 80,710.94 | 726,398.45 | 907,997.94 | 181,599.49 | 1,210,664.00 | 484,265.55 |
| Postage | (457.10) | 4,749.40 | 4,706.10 | (43.30) | 6,275.00 | 1,525.60 |
| Student Fundraising Expenses | 0.00 | 2,540.00 | 0.00 | (2,540.00) | 0.00 | (2,540.00) |
| Membership Dues & Fees | (360.00) | 5,463.60 | 2,332.00 | (3,131.60) | 2,332.00 | (3,131.60) |
| Field Trips | 0.00 | 37,362.76 | 11,568.80 | (25,793.96) | 14,461.00 | (22,901.76) |
| Nurse Supplies | 0.00 | 0.00 | 3,289.50 | 3,289.50 | 4,386.00 | 4,386.00 |
| Other Event Expenses | 913.35 | 3,156.57 | 4,873.60 | 1,717.03 | 6,092.00 | 2,935.43 |
| COVID-19 Operation Related Expenses | 0.00 | 0.00 | 29,999.88 | 29,999.88 | 40,000.00 | 40,000.00 |
| Total Other Expenses | 116,272.00 | 1,118,241.23 | 1,273,352.62 | 155,111.39 | 1,695,657.00 | 577,415.77 |
| Depreciation & Amortization | | | | | | |
| Depreciation Expense | 46,420.18 | 437,902.56 | 523,800.00 | 85,897.44 | 698,400.00 | 260,497.44 |
| Amortization Expense | 2,656.71 | 23,910.45 | 193,376.97 | 169,466.52 | 257,836.00 | 233,925.55 |
| Total Depreciation & Amortization | 49,076.89 | 461,813.01 | 717,176.97 | 255,363.96 | 956,236.00 | 494,422.99 |
| Total Expenses | 1,056,517.36 | 9,711,538.92 | 13,080,718.42 | 3,369,179.50 | 17,429,454.00 | 7,717,915.08 |
| Net Income (Loss) | 108,987.22 | 1,122,533.92 | 273,322.00 | 849,211.92 | 10,663.00 | (1,111,870.92) |

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 |
|---|----------------|--------------|-----------|------------------|--------------------|---------------------|------------------|------------------|---------------|
| ADT Commercial | | | | | | | | | |
| ADT Commercial | 149786707 | 3/15/2023 | 3/15/2023 | \$92.02 | \$0.00 | | \$92.02 | 3/15/2023 | 16 |
| ADT Commercial | 149381435 | 3/1/2023 | 3/1/2023 | \$92.02 | \$0.00 | | \$92.02 | 3/1/2023 | 30 |
| <i>Totals for ADT Commercial:</i> | | | | <u>\$184.04</u> | <u>\$0.00</u> | | <u>\$184.04</u> | | |
| Agape Union Transport | | | | | | | | | |
| Agape Union Transport | #020 | 3/17/2023 | 3/17/2023 | \$750.00 | \$0.00 | | \$750.00 | 3/17/2023 | 14 |
| Agape Union Transport | #021 | 3/31/2023 | 3/31/2023 | \$600.00 | \$0.00 | | \$600.00 | 3/31/2023 | 0 |
| <i>Totals for Agape Union Transport:</i> | | | | <u>\$1350.00</u> | <u>\$0.00</u> | | <u>\$1350.00</u> | | |
| AT&T | | | | | | | | | |
| AT&T | 0415077701 | 3/19/2023 | 3/19/2023 | \$2688.78 | \$0.00 | | \$2688.78 | 4/18/2023 | 0 |
| <i>Totals for AT&T:</i> | | | | <u>\$2688.78</u> | <u>\$0.00</u> | | <u>\$2688.78</u> | | |
| Ball State University | | | | | | | | | |
| Ball State University | 901194835 | 3/1/2023 | 3/1/2023 | \$1539.00 | \$0.00 | | \$1539.00 | 3/1/2023 | 30 |
| <i>Totals for Ball State University:</i> | | | | <u>\$1539.00</u> | <u>\$0.00</u> | | <u>\$1539.00</u> | | |
| CINTAS Corporation | | | | | | | | | |
| CINTAS Corporation | 149899550 | 3/20/2023 | 3/20/2023 | \$668.71 | \$0.00 | | \$668.71 | 3/30/2023 | 1 |
| <i>Totals for CINTAS Corporation:</i> | | | | <u>\$668.71</u> | <u>\$0.00</u> | | <u>\$668.71</u> | | |
| College Board | | | | | | | | | |
| College Board | 382326780B | 3/7/2023 | 3/7/2023 | \$2340.00 | \$0.00 | | \$2340.00 | 3/7/2023 | 24 |
| <i>Totals for College Board:</i> | | | | <u>\$2340.00</u> | <u>\$0.00</u> | | <u>\$2340.00</u> | | |
| Gary SouthShore RailCats | | | | | | | | | |
| Gary SouthShore RailCats | 734643 | 3/17/2023 | 3/17/2023 | \$2700.00 | \$0.00 | | \$2700.00 | 4/1/2023 | 0 |
| <i>Totals for Gary SouthShore RailCats:</i> | | | | <u>\$2700.00</u> | <u>\$0.00</u> | | <u>\$2700.00</u> | | |
| Gold Medal Chicago ML30 | | | | | | | | | |
| Gold Medal Chicago ML30 | 397233 | 3/1/2023 | 3/1/2023 | \$988.17 | \$0.00 | | \$988.17 | 3/16/2023 | 15 |
| <i>Totals for Gold Medal Chicago ML30:</i> | | | | <u>\$988.17</u> | <u>\$0.00</u> | | <u>\$988.17</u> | | |
| Haggard, Arthur | | | | | | | | | |
| Haggard, Arthur | | 3/29/2023 | 3/29/2023 | \$392.04 | \$0.00 | | \$392.04 | 4/8/2023 | 0 |
| Haggard, Arthur | | 3/18/2023 | 3/18/2023 | \$633.63 | \$0.00 | | \$633.63 | 3/28/2023 | 3 |
| <i>Totals for Haggard, Arthur:</i> | | | | <u>\$1025.67</u> | <u>\$0.00</u> | | <u>\$1025.67</u> | | |
| Infinite Campus | | | | | | | | | |
| Infinite Campus | SRVINV031054 | 3/15/2023 | 3/15/2023 | \$1300.00 | \$0.00 | | \$1300.00 | 3/31/2023 | 0 |
| <i>Totals for Infinite Campus:</i> | | | | <u>\$1300.00</u> | <u>\$0.00</u> | | <u>\$1300.00</u> | | |
| Johnson Controls Security Solutions | | | | | | | | | |
| Johnson Controls Security Solutions | 38590677 | 3/11/2023 | 3/11/2023 | \$982.49 | \$0.00 | | \$982.49 | 3/26/2023 | 5 |
| Johnson Controls Security Solutions | 38629643 | 3/29/2023 | 3/29/2023 | \$3396.86 | \$0.00 | | \$3396.86 | 4/13/2023 | 0 |

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 |
|---|----------------|--------------|-----------|-----------------|--------------------|---------------------|----------------|------------------|---------------|
| <i>Totals for Johnson Controls Security Solutions:</i> | | | | \$4379.35 | \$0.00 | | \$4379.35 | | |
| Korellis Roofing, Inc. | | | | | | | | | |
| Korellis Roofing, Inc. | 41065 | 3/30/2023 | 3/30/2023 | \$474.44 | \$0.00 | | \$474.44 | 4/29/2023 | 0 |
| <i>Totals for Korellis Roofing, Inc.:</i> | | | | \$474.44 | \$0.00 | | \$474.44 | | |
| Lil Lou's Beauty and Barber College | | | | | | | | | |
| Lil Lou's Beauty and Barber College | TBLA4455-March | 3/31/2023 | 3/31/2023 | \$5000.00 | \$0.00 | | \$5000.00 | 3/31/2023 | 0 |
| <i>Totals for Lil Lou's Beauty and Barber College:</i> | | | | \$5000.00 | \$0.00 | | \$5000.00 | | |
| Main Sporting Goods | | | | | | | | | |
| Main Sporting Goods | 109239 | 3/14/2023 | 3/14/2023 | \$51.00 | \$0.00 | | \$51.00 | 3/24/2023 | 7 |
| <i>Totals for Main Sporting Goods:</i> | | | | \$51.00 | \$0.00 | | \$51.00 | | |
| Mead, Jermaine | | | | | | | | | |
| Mead, Jermaine | | 3/29/2023 | 3/29/2023 | \$667.20 | \$0.00 | | \$667.20 | 3/29/2023 | 2 |
| <i>Totals for Mead, Jermaine:</i> | | | | \$667.20 | \$0.00 | | \$667.20 | | |
| NASSP | | | | | | | | | |
| NASSP | 9001652976 | 3/17/2023 | 3/17/2023 | \$250.00 | \$0.00 | | \$250.00 | 3/17/2023 | 14 |
| NASSP | 9001665263 | 3/17/2023 | 3/17/2023 | \$385.00 | \$0.00 | | \$385.00 | 3/17/2023 | 14 |
| NASSP | 9001681614 | 3/17/2023 | 3/17/2023 | \$385.00 | \$0.00 | | \$385.00 | 3/17/2023 | 14 |
| <i>Totals for NASSP:</i> | | | | \$1020.00 | \$0.00 | | \$1020.00 | | |
| Physicians Coding and Education Services | | | | | | | | | |
| Physicians Coding and Education Services | CTE02282023 | 3/1/2023 | 3/1/2023 | \$6218.00 | \$0.00 | | \$6218.00 | 3/11/2023 | 20 |
| Physicians Coding and Education Services | CTE03312023 | 3/31/2023 | 3/31/2023 | \$2618.00 | \$0.00 | | \$2618.00 | 4/10/2023 | 0 |
| <i>Totals for Physicians Coding and Education Services:</i> | | | | \$8836.00 | \$0.00 | | \$8836.00 | | |
| RSI Truck & Bus Repair Inc. | | | | | | | | | |
| RSI Truck & Bus Repair Inc. | 17985 | 3/29/2023 | 3/29/2023 | \$1610.00 | \$0.00 | | \$1610.00 | 3/29/2023 | 2 |
| RSI Truck & Bus Repair Inc. | 17969 | 3/27/2023 | 3/27/2023 | \$1300.00 | \$0.00 | | \$1300.00 | 3/27/2023 | 4 |
| <i>Totals for RSI Truck & Bus Repair Inc.:</i> | | | | \$2910.00 | \$0.00 | | \$2910.00 | | |
| Scholastic Inc. | | | | | | | | | |
| Scholastic Inc. | M7339239 | 3/7/2023 | 3/7/2023 | \$208.78 | \$0.00 | | \$208.78 | 3/22/2023 | 9 |
| Scholastic Inc. | M7338866 | 3/7/2023 | 3/7/2023 | \$250.00 | \$0.00 | | \$250.00 | 3/22/2023 | 9 |
| Scholastic Inc. | M7353914 | 3/7/2023 | 3/7/2023 | \$45.90 | \$0.00 | | \$45.90 | 3/22/2023 | 9 |
| <i>Totals for Scholastic Inc.:</i> | | | | \$504.68 | \$0.00 | | \$504.68 | | |
| Swain, Deron | | | | | | | | | |
| Swain, Deron | | 3/20/2023 | 3/20/2023 | \$108.50 | \$0.00 | | \$108.50 | 3/30/2023 | 1 |
| <i>Totals for Swain, Deron:</i> | | | | \$108.50 | \$0.00 | | \$108.50 | | |
| Tatum Security LLC | | | | | | | | | |
| Tatum Security LLC | 0000517 | 3/27/2023 | 3/27/2023 | \$15387.50 | \$0.00 | | \$15387.50 | 3/27/2023 | 4 |

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 |
|---------------------------------------|----------------|--------------|-----------|-------------------|--------------------|---------------------|-------------------|------------------|---------------|
| <i>Totals for Tatum Security LLC:</i> | | | | \$15387.50 | \$0.00 | | \$15387.50 | | |
| Troupe, Clark | | | | | | | | | |
| Troupe, Clark | | 3/29/2023 | 3/29/2023 | \$301.31 | \$0.00 | | \$301.31 | 4/13/2023 | 0 |
| <i>Totals for Troupe, Clark:</i> | | | | \$301.31 | \$0.00 | | \$301.31 | | |
| ULINE | | | | | | | | | |
| ULINE | 161484451 | 3/21/2023 | 3/21/2023 | \$595.41 | \$0.00 | | \$595.41 | 4/20/2023 | 0 |
| <i>Totals for ULINE:</i> | | | | \$595.41 | \$0.00 | | \$595.41 | | |
| Willscot | | | | | | | | | |
| Willscot | 9017113658 | 3/13/2023 | 3/13/2023 | \$4874.87 | \$0.00 | | \$4874.87 | 3/23/2023 | 8 |
| Willscot | 9017113656 | 3/13/2023 | 3/13/2023 | \$4875.03 | \$0.00 | | \$4875.03 | 3/23/2023 | 8 |
| <i>Totals for Willscot:</i> | | | | \$9749.90 | \$0.00 | | \$9749.90 | | |
| GRAND TOTALS: | | | | \$64769.66 | \$0.00 | | \$64769.66 | | |

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
March 2023**

| Date | Payment Number | Name of Claimant | Amount Allowed | Amount of Voucher | Description |
|-----------|----------------|---|----------------|-------------------|---|
| 3/2/2023 | 6041 | CINTAS Corporation | \$668.71 | \$668.71 | Supplies |
| 3/2/2023 | 6042 | Damsel Services Inc. | \$18,808.65 | \$18,808.65 | Building Maintenance & Repairs |
| 3/2/2023 | 6043 | Impact Networking Indiana, LLC | \$75.84 | \$75.84 | Supplies |
| 3/2/2023 | 6044 | On Deck Sports | \$837.44 | \$837.44 | Gym Class Supplies |
| 3/2/2023 | 6045 | Tatum Security LLC | \$22,375.00 | \$22,375.00 | 2 SRO, 4 Officers, 1 Officer |
| 3/2/2023 | 6046 | United Rentals (North America), Inc. | \$777.57 | \$777.57 | Office Trailer and Steps (Rental) |
| 3/2/2023 | 6047 | Urban Elevator Service, LLC | \$362.66 | \$362.66 | Monthly Elevator Services |
| 3/2/2023 | 6048 | Varitronics, LLC | \$10,548.97 | \$10,548.97 | Printer, Laminator, Cutout Maker/Starter Kit |
| 3/2/2023 | 6049 | Warehouse Direct | \$1,661.22 | \$1,661.22 | Janitorial Supplies |
| 3/2/2023 | 6050 | Troupe, Antoinette | \$2,860.00 | \$2,860.00 | Reimbursement - 1/2 Down for 8 Classrooms |
| 3/3/2023 | 93221 | EventLink Services | \$1.00 | \$1.00 | Event Service |
| 3/6/2023 | 93222 | Indiana American Water | \$423.62 | \$423.62 | Dom Services (Jan 18-Feb 13.2023) |
| 3/6/2023 | 93223 | Nextiva | \$1,193.81 | \$1,193.81 | Tech Support |
| 3/9/2023 | 6052 | Agape Union Transport | \$1,350.00 | \$1,350.00 | Transportation |
| 3/9/2023 | 6053 | AKA Comp Solutions | \$5,208.00 | \$5,208.00 | Device Management Services |
| 3/9/2023 | 6054 | AT&T | \$2,699.17 | \$2,699.17 | Internet Charges |
| 3/9/2023 | 6055 | Bond, Brandy | \$98.00 | \$98.00 | Reimbursement for Senior Trip Overpayment |
| 3/9/2023 | 6056 | CINTAS Corporation | \$1,337.42 | \$1,337.42 | Supplies |
| 3/9/2023 | 6057 | Entrepreneurial Ventures in Education, Inc. | \$162,219.00 | \$162,219.00 | March 2023 (FY23) Mgmt Fee |
| 3/9/2023 | 6058 | Gary Lawn Doctors, LLC | \$1,000.00 | \$1,000.00 | Snow Removal and Salt |
| 3/9/2023 | 6059 | Global Psychological | \$316.00 | \$316.00 | Psychological Services |
| 3/9/2023 | 6060 | Jalen Knight | \$2,832.50 | \$2,832.50 | Coaches |
| 3/9/2023 | 6061 | Leroy Nelson | \$1,750.00 | \$1,750.00 | Boys Varsity Head Coach (1 of 2) |
| 3/9/2023 | 6062 | Main Sporting Goods | \$375.00 | \$375.00 | Sporting Goods |
| 3/9/2023 | 6063 | Marks, Ariel | \$1,802.50 | \$1,802.50 | Coaches |
| 3/9/2023 | 6064 | McGee, Nicholas | \$1,030.00 | \$1,030.00 | coaches |
| 3/9/2023 | 6065 | Physicians Coding and Education Services | \$2,618.00 | \$2,618.00 | Prenursing Pathway Tuition |
| 3/9/2023 | 6066 | Power Sports Network | \$400.00 | \$400.00 | Pom Team Shirts |
| 3/9/2023 | 6067 | RSI Truck & Bus Repair Inc. | \$3,415.00 | \$3,415.00 | Transportation |
| 3/9/2023 | 6068 | Swain, Deron | \$1,350.00 | \$1,350.00 | Coaches |
| 3/9/2023 | 6069 | Tatum Security LLC | \$23,087.50 | \$23,087.50 | 2 SRO, 4 Officers, 1 Officer |
| 3/9/2023 | 6070 | Taylor, Antonio | \$2,550.00 | \$2,550.00 | Girls Varsity Basketball Head Coach (2 Of 2) |
| 3/9/2023 | 6072 | Terre Haute South Athletics | \$440.00 | \$440.00 | Individual Entries and Relay Entries |
| 3/9/2023 | 6073 | Trine University | \$1,386.00 | \$1,386.00 | Dual Enrollment |
| 3/9/2023 | 6074 | Troupe, Clark | \$772.50 | \$772.50 | Baseball Boys Varsity Assistant Coach (1 of 2) |
| 3/9/2023 | 93229 | Human Capital Concepts | \$232,344.63 | \$232,344.63 | Payroll |
| 3/15/2023 | 93224 | INPRS | \$2,875.19 | \$2,875.19 | PERF and TRF |
| 3/15/2023 | 93225 | INPRS | \$132.49 | \$132.49 | PERF and TRF |
| 3/15/2023 | 93226 | INPRS | \$2,776.10 | \$2,776.10 | PERF and TRF |
| 3/15/2023 | 93227 | INPRS | \$6,480.63 | \$6,480.63 | PERF and TRF |
| 3/15/2023 | 93234 | INPRS | \$136.24 | \$136.24 | PERF and TRF |
| 3/15/2023 | 93235 | INPRS | \$6,514.11 | \$6,514.11 | PERF and TRF |
| 3/16/2023 | 6078 | Agape Union Transport | \$1,350.00 | \$1,350.00 | Transportation |
| 3/16/2023 | 6079 | Ball State University | \$3,105.00 | \$3,105.00 | Tynesia Bowe and Marisa Simmons |
| 3/16/2023 | 6080 | Bond, Christopher | \$1,545.00 | \$1,545.00 | Boys Varsity Assistant Coach (2 of 2) |
| 3/16/2023 | 6081 | CINTAS Corporation | \$668.71 | \$668.71 | Supplies |
| 3/16/2023 | 6082 | Elite Sportswear LP | \$1,952.67 | \$1,952.67 | Supplies |
| 3/16/2023 | 6083 | Fisher, Rob | \$1,545.00 | \$1,545.00 | Girls Varsity Basketball Assistant Coach (2 of 2) |
| 3/16/2023 | 6084 | H2I Group | \$765.00 | \$765.00 | Backstop Motor |
| 3/16/2023 | 6085 | Haggard, Arthur C | \$1,030.00 | \$1,030.00 | Boys Middle Head Coach 6th & 7th Gd (2 of 2) |
| 3/16/2023 | 6086 | Hampton, Erick | \$618.00 | \$618.00 | MS Girls Assistant Coach (2 of 2) |
| 3/16/2023 | 6087 | Jostens | \$815.35 | \$815.35 | Diplomas |
| 3/16/2023 | 6088 | Just A Dash Catering LLC | \$23,461.05 | \$23,461.05 | Student Meals |
| 3/16/2023 | 6089 | Main Sporting Goods | \$170.00 | \$170.00 | HS Baseball |
| 3/16/2023 | 6090 | Midwest Telecom of America, Inc | \$503.14 | \$503.14 | Tech Services |
| 3/16/2023 | 6091 | Purchase Power | \$98.65 | \$98.65 | Postage |
| 3/16/2023 | 6092 | Robinson, Tyrae | \$1,030.00 | \$1,030.00 | Boy Assistant Junior Varsity (2 of 2) |
| 3/16/2023 | 6093 | RSI Truck & Bus Repair Inc. | \$12,770.00 | \$12,770.00 | Transportation |
| 3/16/2023 | 6094 | Tatum Security LLC | \$22,725.00 | \$22,725.00 | 2 SRO, 4 Officers, 1 Officer |
| 3/16/2023 | 6095 | Haggard, Arthur | \$280.41 | \$280.41 | Track Meet and NIAAA Sale Reimbursement |
| 3/16/2023 | 93230 | PEX | \$5,000.00 | \$5,000.00 | PEX Charges |
| 3/20/2023 | 93218 | Indiana American Water | \$132.87 | \$132.87 | Fire Services 2.2-3.1.2023 |
| 3/20/2023 | 93218 | NIPSCO | \$5,880.50 | \$5,880.50 | Gas Services |

**THEA BOWMAN LEADERSHIP ACADEMY
ACCOUNTS PAYABLE VOUCHER REGISTER
March 2023**

| Date | Payment Number | Name of Claimant | Amount Allowed | Amount of Voucher | Description |
|--------------------|----------------|---|---------------------|---------------------|--|
| 3/20/2023 | 93218 | NIPSCO | \$10,422.24 | \$10,422.24 | Electric Services |
| 3/22/2023 | 93231 | Bank Fees | \$201.40 | \$201.40 | Services Charges |
| 3/23/2023 | 93232 | Human Capital Concepts | \$220,982.44 | \$220,982.44 | Payroll |
| 3/24/2023 | 93233 | Waste Management | \$4,647.81 | \$4,647.81 | Trash Services 3.1-3.31.2023 |
| 3/29/2023 | 93236 | EventLink Services | \$972.00 | \$972.00 | Event Services |
| 3/30/2023 | 6096 | Aaron Haggard | \$643.00 | \$643.00 | Girls Junior Varsity Head Coach (1 payment March 2023) |
| 3/30/2023 | 6097 | Anew Life Youth Development | \$2,000.00 | \$2,000.00 | Transportation |
| 3/30/2023 | 6098 | Arrow Pest Control | \$103.00 | \$103.00 | Monthly Services |
| 3/30/2023 | 6099 | BSN Sports | \$6,582.65 | \$6,582.65 | Sports Equipment |
| 3/30/2023 | 6100 | Commercial Specialties, Inc | \$7,476.00 | \$7,476.00 | Remaining Balance |
| 3/30/2023 | 6101 | Education One, LLC | \$16,986.29 | \$16,986.29 | Admin Fee March 2023 |
| 3/30/2023 | 6102 | Global Psychological | \$120.00 | \$120.00 | Psychological Services |
| 3/30/2023 | 6103 | Great Lakes Electrical Maintenance, Inc | \$12,975.00 | \$12,975.00 | Finish Intasll of Amp Services |
| 3/30/2023 | 6104 | Harris Law Firm, P.C. | \$4,000.00 | \$4,000.00 | Feb and March Fees |
| 3/30/2023 | 6105 | Hill, Earmon | \$772.50 | \$772.50 | Boys Varsity Assistenat Coach (1 of 2) |
| 3/30/2023 | 6106 | Just A Dash Catering LLC | \$38,389.52 | \$38,389.52 | Student Meals |
| 3/30/2023 | 6107 | LiveSchool Inc | \$11,300.00 | \$11,300.00 | 1yr LiveSchool Plus/Guided Implementation |
| 3/30/2023 | 6108 | Nakia Taylor | \$1,122.50 | \$1,122.50 | Girls Varsity Track Assistant (1 of 2) |
| 3/30/2023 | 6109 | Nextiva | \$1,193.81 | \$1,193.81 | Tech Support |
| 3/30/2023 | 6110 | PremiStar-Indiana | \$5,960.00 | \$5,960.00 | Heating System Maintenance |
| 3/30/2023 | 6111 | Quintessence Travels LLC | \$2,500.00 | \$2,500.00 | Senior Class Trip |
| 3/30/2023 | 6112 | RSI Truck & Bus Repair Inc. | \$2,105.00 | \$2,105.00 | Transportation |
| 3/30/2023 | 6113 | Tennille Milsap | \$515.00 | \$515.00 | Golf Head Coach (2 of 2) |
| 3/30/2023 | 6114 | TIAA Commercial Finance Inc | \$10,350.66 | \$10,350.66 | Equipment Rental (Feb & March) |
| 3/30/2023 | 6115 | Tradewinds Services, Inc. | \$7,032.00 | \$7,032.00 | SPED Services |
| 3/30/2023 | 6116 | United Rentals (North America), Inc. | \$777.57 | \$777.57 | Office Trailer and Steps (Rental) |
| Grand Total | | | \$985,467.21 | \$985,467.21 | |

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 \$985,467.21.

Thea Bowman Leadership Academy
 FY 2023-24 Draft Budget - Summary

| | Budget FY24 | Per Scholar | % |
|-----------------------|-------------------|---------------|-------------|
| Enrollment | 825 | | |
| Total State Funding | 8,179,920 | 9,915 | 44% |
| Total Federal Funding | 2,223,346 | 2,695 | 12% |
| Total ESSER Funding | 7,946,938 | 9,633 | 43% |
| Total Other Revenue | 100,427 | 122 | 1% |
| Total Revenue | 18,450,632 | 22,364 | 100% |

| | Forecast FY23 | Per Scholar | % |
|-----------------------|-------------------|---------------|------------|
| Enrollment | 841 | | |
| Total State Funding | 8,224,690 | 9,969 | 45% |
| Total Federal Funding | 2,895,095 | 3,509 | 16% |
| Total ESSER Funding | 2,528,168 | 3,064 | 14% |
| Total Other Revenue | 134,970 | 164 | 1% |
| Total Revenue | 13,782,924 | 16,707 | 75% |

| | | | |
|-----------------------------------|-------------------|---------------|-------------|
| Total Personnel Expenses | 8,011,695 | 9,711 | 45% |
| Total Facility Expenses | 2,232,649 | 2,706 | 13% |
| Total Capital Expenses | - | - | 0% |
| Total Nutrition Expenses | 531,442 | 644 | 3% |
| Total Technology & Curriculum | 1,127,741 | 1,367 | 6% |
| Total Contracted | 2,854,845 | 3,460 | 16% |
| Total Depreciation & Amortization | 773,468 | 938 | 4% |
| Total Other Expenses | 2,247,071 | 2,724 | 13% |
| Total Expenses | 17,778,911 | 21,550 | 100% |

| | | | |
|-----------------------------------|-------------------|---------------|------------|
| Total Personnel Expenses | 5,779,359 | 7,005 | 33% |
| Total Facility Expenses | 1,747,097 | 2,118 | 10% |
| Total Capital Expenses | - | - | 0% |
| Total Nutrition Expenses | 473,024 | 573 | 3% |
| Total Technology & Curriculum | 767,116 | 930 | 4% |
| Total Contracted | 1,975,327 | 2,394 | 11% |
| Total Depreciation & Amortization | 614,869 | 745 | 3% |
| Total Other Expenses | 1,879,216 | 2,278 | 11% |
| Total Expenses | 13,236,008 | 16,044 | 74% |

| | |
|---------------|---------|
| Total Surplus | 671,721 |
|---------------|---------|

| | |
|---------------|---------|
| Total Surplus | 546,916 |
|---------------|---------|

Thea Bowman Leadership Academy
Draft FY24 Budget

| | FY24 Budget | FY23 Forecast |
|-------------------------------------|-------------------|-------------------|
| Enrollment | 825 | 841 |
| INCOME | | |
| Federal Funding | | |
| Title I | 1,356,344 | 2,013,400 |
| Title II | 86,608 | 186,873 |
| Title IV | 116,040 | 54,118 |
| SPED | 167,680 | 167,680 |
| CSP Teacher Recruitment & Retention | - | - |
| PPP Federal Grant | - | - |
| CARES Grant | - | - |
| ESSER II Grant | 580,261 | 1,581,420 |
| ESSER III Grant | 7,366,677 | 946,748 |
| Federal Lunch Reimbursement | 496,675 | 473,024 |
| Total Federal Funding | 10,170,284 | 5,423,263 |
| State Funding | | |
| Basic Support | 7,031,784 | 7,035,825 |
| Charter School Grant | 1,031,250 | 1,051,250 |
| Performance Awards | 62,840 | 62,840 |
| Formative Assessment Grant | - | - |
| Textbook Reimbursement | 54,046 | 54,046 |
| Other state grants | 12,335 | 12,335 |
| State Lunch Match | 8,394 | 8,394 |
| Gifted and Talented | - | - |
| Total State Funding | 8,179,920 | 8,224,690 |
| Other Revenue | | |
| Textbook Rental Fees | - | - |
| Student Fees | 14,195 | 14,195 |
| Athletics | 66,257 | 66,257 |
| Other Income | 19,975 | 41,098 |
| Interest Income | - | 606 |
| Contributions | - | 12,656 |
| Student Fundraising Income | - | 158 |
| Student Lunch Revenue | - | - |
| Insurance Reimbursements | - | - |
| In-Kind Revenue | - | - |
| Total Other Revenue | 100,427 | 134,970 |
| Total Income | 18,450,632 | 13,782,924 |
| EXPENSES | | |
| Personnel Costs | | |
| Salary and Wages | 5,658,451 | 4,504,931 |
| Bonuses | 494,135 | 138,750 |
| Stipends | 320,996 | 160,800 |
| Payroll Taxes | 509,261 | 359,476 |
| Health Insurance | 622,430 | 459,928 |

Thea Bowman Leadership Academy
Draft FY24 Budget

| | FY24 Budget | FY23 Forecast |
|---|------------------|------------------|
| Retirement Expense | 282,923 | 145,474 |
| Substitutes | 123,500 | 10,000 |
| Total Personnel Costs | 8,011,695 | 5,779,359 |
| Professional Fees | | |
| SPED Services | 155,000 | 54,399 |
| EL Professional Services | - | - |
| Curriculum | - | - |
| Instruction Services | 352,464 | 166,031 |
| Staff Training & Recruitment | 31,648 | 30,727 |
| Accounting Fees | 42,392 | 40,250 |
| Admin Professional Services | 2,214,076 | 1,653,951 |
| Legal Fees | 25,000 | 7,188 |
| Marketing | 12,000 | 518 |
| Honors Diploma | 22,264 | 22,264 |
| Total Professional Fees | 2,854,845 | 1,975,327 |
| Classroom Supplies & Materials | | |
| Classroom Supplies & Materials | 411,320 | 278,392 |
| Curricular Materials | 250,421 | 75,760 |
| COVID-19 Instruction Related Expenses | - | - |
| Total Classroom Supplies & Materials | 661,741 | 354,152 |
| School Breakfast & Lunch Expense | | |
| School Breakfast & Lunch Expense | 531,442 | 473,024 |
| Total Breakfast & Lunch | 531,442 | 473,024 |
| Student Transportation Expenses | | |
| Student Transportation Expense | 233,975 | 172,152 |
| Total Student Transportation | 233,975 | 172,152 |
| Student Uniform Expense | | |
| Student Uniform Expense | 523 | 518 |
| Total Student Uniform | 523 | 518 |
| Extra-Curricular Expenses | | |
| Extra-Curricular Expenses | 230,650 | 176,082 |
| Total Extra-Curricular | 230,650 | 176,082 |
| Technology Expenses | | |
| Technology Expenses | 466,000 | 412,964 |
| Total Technology | 466,000 | 412,964 |
| Facility and Equipment Expenses | | |
| Building Rent | 502,546 | 462,025 |
| Furniture & Equipment | 375,000 | 172,868 |
| Building Maintenance | 312,006 | 208,004 |
| Grounds Maintenance | 43,612 | 10,130 |
| Janitorial Services & Supplies | 100,077 | 76,982 |

Thea Bowman Leadership Academy
Draft FY24 Budget

| | FY24 Budget | FY23 Forecast |
|--|-------------------|-------------------|
| Security Services | 555,480 | 529,028 |
| Equipment Rental | 66,015 | 64,072 |
| Equipment Exp & Maint | 3,710 | 3,602 |
| Trash Removal | 46,910 | 45,544 |
| Total Facility and Equipment | 2,005,356 | 1,572,255 |
| Utilities | | |
| Utilities | 227,294 | 174,841 |
| Total Utilities | 227,294 | 174,841 |
| Other Expenses | | |
| Authorizer Fees | 210,954 | 203,836 |
| Office Supplies | 31,328 | 28,480 |
| Insurance Expense | 201,372 | 167,810 |
| Bank Fees | 1,500 | 17,134 |
| Admin Travel | 7,152 | 6,944 |
| Other Food Purchases | 21,583 | 19,621 |
| Refunds | - | - |
| Interest Expense | 1,173,531 | 968,531 |
| Postage | 7,884 | 7,654 |
| Student Fundraising Expenses | - | - |
| Membership Dues & Fees | 11,923 | 11,576 |
| Community Service Supplies | - | - |
| Field Trips | 74,610 | 64,878 |
| Nurse Supplies | 4,386 | - |
| Other Event Expenses | 35,700 | 34,000 |
| Covid 19 Related Expenses | - | - |
| Total Other Expenses | 1,781,923 | 1,530,464 |
| Depreciation & Amortization | | |
| Depreciation Expense | 739,994 | 582,989 |
| Amortization Expense | 33,474 | 31,880 |
| Total Depreciation & Amortization | 773,468 | 614,869 |
| Total Expenses | 17,778,911 | 13,236,008 |
| Net Ordinary Income (Loss) | 671,721 | 546,916 |

Thea Bowman Leadership Academy
FY24 Capital Budget

| <u>Capital Assets:</u> | Additions | Deletions | 6/30/2024 | Funding Source |
|-----------------------------------|------------------|-----------|------------------|----------------|
| Facility Improvements - ESSER III | 5,336,250 | | 5,336,250 | ESSER III |
| Facility Improvements - ESSER II | 225,000 | | | ESSER II |
| Facility Improvements - ESSER II | 133,535 | | | ESSER II |
| Total Capital Assets | 5,694,785 | - | 5,336,250 | |

Less Accumulated Depreciation:

| | | | | |
|---------------------------------------|------------------|----------|------------------|--|
| Facility Improvements | (88,938) | | (88,938) | |
| Facility Improvements | (8,182) | | (8,182) | |
| Facility Improvements | (19,076) | | (19,076) | |
| Total Accumulated Depreciation | (116,196) | - | (116,196) | |
| Capital Assets, Net | 5,578,590 | - | 5,220,054 | |

Project estimated completion of Dec 31, 2023. Depreciate for 6 months of FY24.

Detail of Capital Projects:

| | | |
|--|----|------------------|
| Addition of (2) Single stall staff restrooms to support virus reduction and support social distancing amount staff. Part of the Expansion project | \$ | 56,250 |
| Addition of (5) staff offices to support virus reduction and support social distancing amount staff. *Part of the Expansion project | \$ | 168,750 |
| Additional Multi-use space Cafeteria/Gym/Stage/Storage to expand the cafeteria and kitchen along with additional storage space adjacent to the kitchen for supplies. | \$ | 1,237,500 |
| Additional space for media center/library and extracurricular and after school activities and 2 additional locker rooms (1 male and 1 female). | \$ | 311,250 |
| Alleviate overcrowding and address capacity issues by adding 6 permanent classrooms including - ES Art, MS/HS Art, Computer Lab, ES Music room, MS/HS Music room, Science Lab | \$ | 2,812,500 |
| Alleviate overcrowding and sanitary hazards by adding 4 additional restrooms, 2 for each gender. | \$ | 750,000 |
| | \$ | 5,336,250 |
| <u>July - Sept. 23</u> | | |
| School Buses to support transportation including support for homeless scholars, transportation to supplemental after school programs and activities, and opportunities for students to attend events such as career fairs and college visits | \$ | 225,000 |
| Replacement of HVAC units throughout the school building that are beyond useful life and no longer functioning consistently and at a level that ensures filtered air flow throughout the building | \$ | 133,535 |
| | \$ | 358,535 |
| Total | \$ | 5,694,785 |



ESSER Update

**Thea Bowman Leadership
Academy
School Year 22-23**

May 2023

May 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 approved on 5/15/23 • 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 approved on 5/15/23 • Amendment 2: moved FY23 RA and MA to ESSER II to accommodate expansion projects |



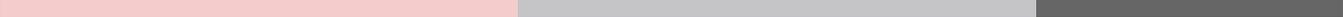
ESSER Overview



| 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 |
| Total | | \$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 |





Thank you for your partnership!



Thea Bowman Leadership Academy

Enrollment Updates

Biafran Stiff

Student Enrollment Coordinator

GRADE LEVEL DATA

| Current Student Enrollment SY22/23 | New Applications SY23/24 | SY23/24 Returning Scholar | SY23/24 Registrations |
|------------------------------------|--------------------------|---------------------------|---------------------------|
| 770 | 130 | 548 | Process to begin June 5th |

RECRUITMENT STRATEGIES

Postcards USPS

- I. Mailing enrollment postcards to every house in TBLA Zip Code to let families know we are still accepting applications

Community Partners

- I. Continue to partner with local businesses stores & restaurants.
2. This will allow TBLA marketing material to be advertised in more locations throughout the city & surrounding areas.

Boots To The Ground

- I. Tabling weekly at local summer events being held at the Gary Public Library, Barber Dean Youth Center and other festivals & venues during the summer.

STUDENT ENGAGEMENT STRATEGIES



Dean And Barber Youth Center Partnership



Local street fair (Tables)



TBLA Back to school community event



Continue to recruit new kindergarten scholars



Boots to the ground recruitment



Daily Social Media Posts on facebook



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.



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

School and Community Nutrition Programs
Indiana Government Center North, 9th Floor
100 N Senate Ave
Indianapolis, IN 46204 www.doe.in.gov/food

Food Service Management Company (FSMC) Request for Proposals (RFP)



Thea Bowman Leadership Academy
#9460 3401 W. 5th Avenue, Gary, IN 46402

July 1, 2023 to June 30, 2024

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a [Form AD-3027, USDA Program Discrimination Complaint Form online](#) , or obtain the form from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:

*U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or*

2. Fax:

(833) 256-1665 or (202) 690-7442; or

3. Email: program.intake@usda.gov

This institution is an equal opportunity provider.

General Information

A. Intent

This solicitation is for the purpose of entering into a contract with a Food Service Management Company for the operation of a food service program for Thea Bowman Leadership Academy, herein after referred to as the School Food Authority (SFA).

The bidder is herein referred to as the Food Service Management Company (FSMC). The final contract will be between the FSMC and SFA.

B. Procurement Method

All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with Title 7 CFR Part 200. **The SFA shall choose one of the following options.**

- This contract will be a **Fixed Price Contract** to be bid as a total per-meal cost reimbursement consisting of three components: Direct Cost of Operation, Administrative Fee, and Management Fee
- This contract will be a **Cost-Reimbursable Contract** wherein the FSMC will be paid on the basis of the direct cost (food, labor and supplies) incurred plus a fixed fee (administrative and management fees). All program expenses not otherwise defined in the contract will be assumed by the FSMC under the Administrative Fee. Expenses that represent the administrative fee must be itemized. A management fee represents the profit to the FSMC.

C. Pre-Bid Meeting

- A Pre-Bid Meeting will be held (see details below).

A meeting with interested bidders to review the specifications, to clarify any questions, and for a walk-through of the facilities with school officials will be held on **June 16, 2023, at 1:00pm** ET at 3401 W. 5th Ave. Gary, IN 46402. **Attendance is required.**

- A Pre-Bid Meeting will not be held.

D. Bid Submission and Award

- Proposals are to be submitted to: Thea Bowman Leadership Academy
Attention: Antoinette Troupe
3401 W. 5th Avenue,
Gary, IN 46402

And electronically to atroupe@theabowmanacademy.org and jenna@sfgroup.org.

Public opening of proposals will be held virtually at 10:00am ET on June 23, 2023. Proposals will not be accepted after this time. Proposals are to be submitted in a sealed envelope marked Food Service Management Company Bid and by emailing an electronic copy to atroupe@theabowmanacademy.org and jenna@sfgroup.org with the subject line Food Service Management Company Bid. Virtual meeting details and materials may be obtained by contacting Jenna Foster at jenna@sfgroup.org.

- In accordance with Title 7 CFR Part 200.319 (b), the SFA must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

3. SFAs are prohibited from entering into a contract with a FSMC that provides recommendations, develops or drafts specifications, requirements, statements of work, requests for proposals, contract terms and conditions, or other documents for use in conducting procurement.
4. The SFA reserves the right to reject any or all bids, if deemed in the best interest of the SFA.
5. For consideration, each FSMC must submit a complete response to this solicitation using the forms provided.
6. The SFA will award the contract to the most qualified and responsible FSMC whose proposal is responsive to this solicitation. A responsible FSMC is one whose financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. FSMCs or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk and cannot secure relief on the plea of error. The SFA is not liable for any cost incurred prior to approval of the Indiana Department of Education (IDOE) and the execution of the contract. Paying the FSMC from Child Nutrition (CN) Program funds is prohibited until the contract is signed by both parties and final approval is provided by IDOE.
8. If additional information is required, please contact **Antoinette Troupe, atroupe@thebowmanacademy.org or Jenna Foster, 504-370-7635, jenna@sfgroup.org.**

E. Award Criteria

The contract will be awarded to the responsible bidder whose proposal is most advantageous to the program with price and other factors considered. An evaluation committee will be comprised of at least three people. Each committee member evaluates proposals independently. The award criteria and the relative value assigned to each must be specified on the evaluation form (Attachment A) with Cost being the primary factor (assigned the greatest number of points compared to other factors).

F. Bid Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject the SFA to bid protests. SFAs are responsible for properly responding to protests and concerns raised by potential contractors. SFAs must attach their bid protest procedures to their RFPs. Pursuant to 2 CFR Part 200.318, SFAs must in all instances disclose all information regarding a protest to IDOE.

The Corporation's bid protest procedures are as follows:

1. A bidder shall have 3 days to file a protest with the Operations Manager in accordance to the same procedures defined in the request for proposal. Failure to follow these steps will invalidate a protest.
2. The Operations Manager will review the protest within 7 days of receipt. The Operations Manager will decide if the protest is valid and shall determine if it impacted the bid award process. The Operations Manager will notify the Thea Bowman School Board and the state agency of a protest. The Operations Manager will note that there was a protest in any decision to award a bid.

G. Captions

Captions in all sections of this document are provided only as a convenience and shall not affect the interpretation of this instrument, its attachments, and addenda.

H. Contract Terms

The contract shall be for a period of one year with the school year beginning on or about **July 1, 2023**, and ending **June 30, 2024**, with up to four one-year renewals with mutual agreement between the SFA and the FSMC. This contract cannot be effective prior to the date of final approval by IDOE and signatures of both parties.

I. Employees

Retention of the current food service employees is addressed in the Standard Terms and Conditions under subsection Employees.

J. Errors or Omissions

The proposing vendor shall not be allowed to take advantage of any errors or omissions in the specifications. Where errors occur in the specification, the vendor shall promptly notify the contact person listed. Inconsistencies in the specifications are to be reported prior to proposals being submitted. The SFA must communicate to all potential bidders.

K. Final Contract

The complete contract will include all documents included by the SFA in the RFP and the proposal submitted by the FSMC.

L. Gifts from FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

M. Late Bids

The SFA will not consider any bid received after the exact time specified for receipt.

N. Meal Equivalents

For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals. The FSMC and SFA shall determine a la carte meal equivalents by dividing the a la carte revenue by the sum of the Federal and State free meal reimbursement plus the value of USDA entitlement and bonus donated foods. A la carte revenue shall include adult meals and a la carte sales to students and adults. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

O. Payment and Fees

The following definitions are provided to clarify what are allowable direct costs:

- **Food:** limited to those items purchased for use in the preparation and service of student, adult, and a la carte meals as specified under terms and conditions.

- **Labor:** limited to on-site employees responsible for the management, preparation, service, and clean up of meals.

- **Miscellaneous Expenses:** paper supplies (including decorations), equipment rental, cleaning materials, commodity handling and warehousing charges, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and other expenses as contractually obligated herein.

P. Additional Information

The SFA may add any additional items that need to be covered in the RFP/original contract below. The SFA may not add additional items to the Renewal Year Contracts without rebidding unless the item constitutes an immaterial change from the original contract. An exclusive listing

of changes that are material regarding the many procurement actions undertaken in child nutrition programs cannot be provided. SFA should consult with legal counsel in making those determinations. However, IDOE views a change as material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Standard Terms and Conditions

A. Scope and Purpose

1. The FSMC shall operate in conformance with the SFA’s Agreement with IDOE.
2. The SFA currently operates or is adding the programs indicated below with a checkmark. The FSMC, as an independent contractor, shall have the exclusive right to operate the Child Nutrition Programs, which includes all of the following checked programs:
 - National School Lunch Program (NSLP)
 - Fresh Fruit and Vegetable Program (FFVP)
 - Child and Adult Care Food Program (CACFP)
 - A la Carte
 - Summer Food Service Program (SFSP)
 - Vending Machines (FSMC manages SFA’s vending machines)
 - School Breakfast Program (SBP)
 - Afterschool Snack Program (ASSP)

Proposals must be inclusive of all of the SFA’s programs selected above. The corresponding attachments for each checked program must be included in the RFP. The SFA reserves the right to expand the Federal Child Nutrition programs by adding additional programs, so long as both parties are in agreement and the expansion does not constitute a material change. Prior approval is required from the State Agency.

3. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
4. The food service provided shall be operated and maintained as a benefit to the SFA’s students, faculty, and staff and not as a source of profit to the FSMC.
5. The FSMC shall comply with the rules, regulations, policies, and instructions of IDOE and USDA, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250, and 2 CFR Part 200; and, if applicable, Title 7 CFR § 225 (SFSP) and 7 CFR Part 226 (CACFP), as applicable, and any additions or amendments thereto.
6. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA’s food service account.
7. Any profit or guaranteed return (a minimum amount of funds guaranteed to the SFA by the FSMC at the end of the school year food service operations) shall remain in the SFA’s food service account and used for allowable food service expenses. The guaranteed return can be no less frequent than yearly. This is a non-profit program and, as such, the SFA’s food service account should retain a maximum balance of three (3) months operating expenses on hand as is required under 7 CFR §210.9(b)(2). Any Guaranteed Return proposed by the FSMC must be fully described in the methodology including the formula for determining the value. The methodology, inclusive of the formula/calculation, may not change in renewal years.

8. As required under 7 CFR part 210.16(c) and 2 CFR part 200.323 the SFA and the FSMC agree that this contract is neither a “cost-plus-a-percentage-of-income” nor a “cost-plus-a-percentage-of-cost” contract.
9. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of IDOE and the United States Department of Agriculture (USDA) regarding each of the CN Programs covered by this contract.
10. The SFA shall retain control of the CN Program’s food service account and overall financial responsibility for the CN Programs.
11. The SFA shall establish all selling prices, including price adjustments, for all reimbursable and nonreimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. These prices shall not be established by the FSMC.
12. The FSMC shall provide additional school-related food service, such as banquets, parties, refreshments for meetings, etc., as requested by the LEA. The LEA or requesting organizations will be billed for the actual cost of food, supplies and labor, and the FSMC’s overhead and administrative expenses if applicable to providing such service. The total price will not exceed the actual cost plus 10%. (The percent profit should not exceed 10%). USDA Foods (commodities) shall not be used for these special functions unless the SFA’s students will be primary beneficiaries. The Non-profit School Food Service Account shall not be charged for these additional food service requests outside of the School Nutrition Programs.
13. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Non-program foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. This information is used to determine compliance with revenue from nonprogram foods at 7 CFR 210.14(f).
14. The SFA reserves the right, at its sole discretion, to sell or dispense any food or beverage before or after the SFA’s regularly scheduled lunch or breakfast periods, provided such is not prohibited by local wellness policies, state policies, or federal program regulations.
15. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA’s food service with classroom instruction. The FSMC shall comply with the Wellness Policy including the nutrition guidelines as required.
16. The vendor will make substitutions for food and/or beverage components for students with special dietary needs at no additional cost to the student. This includes, but is not limited to, food allergies and/or intolerances, texture modifications, carbohydrate counts, and calorie modifications. Substitutions shall be made on a case-by-case basis. In order to reduce and/or prevent the possibility of allergens being present in food or beverage items, the vendor is required to allow access to all ingredients and nutrition labeling for all products. If accommodation is not met within the meal pattern, these changes should be supported by a signed statement from a recognized medical authority. The SFA is responsible for obtaining and maintaining any documentation required for the SFA to claim program reimbursements.
17. Payment Terms/Method: The FSMC shall invoice the SFA at the end of each month for amounts due based on on-site records. The SFA shall make payments within 30 business days of the invoiced date. The payment of interest and late fees from the school food service account funds is

prohibited. Under 7 CFR § 210.21(f)(iv), the FSMC is required to identify the amount of each discount, rebate, and other applicable credits on bills and invoices presented to the SFA for payment. Detailed cost documentation must be submitted monthly to support what the SFA is charged for each cost, charge, or expense. Costs, charges, and expenses must be mutually agreeable to the SFA and the FSMC and be allowed by the State Agency (SA). Upon termination of the Agreement, all outstanding amounts shall immediately become due and payable.

18. The SFA is responsible for all contractual agreements entered into in connection with the CN Programs.
19. This contract shall be construed under the laws of the State of Indiana. Any action or proceeding arising out of this contract shall be heard in the appropriate courts of the State of Indiana.
20. The FSMC shall comply with the provisions of the bid specifications, which are hereby in all respects a part of this contract.
21. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and the State Agency.
22. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
23. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
24. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
25. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
26. The contract must be reviewed and approved by IDOE prior to execution.

B. Signature Authority

1. The SFA shall retain signature authority for the agreement with IDOE to participate in the CN Programs, including but not limited to the Permanent Agreement with IDOE, CN Annual Financial Report, the Verification Summary Report, USDA Foods Surveys, the on-line submission of the sponsor application/site information and other reports.
2. The SFA shall retain signature authority for the Monthly Claim for Reimbursement in the CNPWeb.
3. The SFA is responsible for reviewing the data and signing the Edit Check Worksheet(s) prior to the submission of the monthly Claim for Reimbursement.

C. Free and Reduced Price Meals Policy

1. The SFA shall be responsible for the establishment and maintenance of the free and reduced price meals' eligibility roster, **the school is CEP.**
2. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in their application to participate in the CN Programs and approved by IDOE, as required under Title 7 CFR § 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under Title 7 CFR § 245.8.

3. The SFA shall be responsible for the completion, distribution, and collection of the parent letter and household application for free and reduced-price meals and/or free milk.
4. The SFA shall be responsible for obtaining the Direct Certification List, as required throughout the school year, for use to determine eligibility for free meals without obtaining a household application for free and reduced-price meals and/or free milk from parent/guardian.
5. The SFA shall be responsible for the determination of eligibility for free and reduced-price meals and free milk and will not disclose confidential information to the FSMC, as required under Title 7 CFR § 210.16(a). The SFA will provide the FSMC with a list of children. This list must be updated by the SFA when changes occur in a student's eligibility status.
6. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
7. The SFA shall be responsible for verifying household applications for free and reduced-price meals and follow-up activities as required by federal regulations. The Operations Manager is responsible for completing the verification process.
8. The School is approved for CEP, 100% claiming percentage.

D. USDA Donated Foods

1. The SFA shall retain title to all USDA donated foods.
2. The FSMC is prohibited from entering into any processing contracts utilizing USDA donated foods on behalf of the SFA. All refunds received from processors must be retained by the nonprofit school food service account.
3. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to, USDA donated foods.
4. The FSMC shall select, accept and use USDA donated foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the FSMC in the selection of commodities; however, the final determination as to the acceptance of commodities must be made by the SFA.
5. The FSMC will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service. The FSMC will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the SFA's food service.
6. The FSMC must assure that the procurement of processed end products on behalf of the SFA, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR Part 250, and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.
7. The FSMC shall have records available to substantiate that the full value of all USDA donated foods is used solely for the benefit of the SFA.
8. The USDA Foods values are to be based on the values at the point the SFA receives the commodities from the State distributing agency and based on the USDA Commodity Value Listing

pertinent to the time period. This information is available from the Indiana Department of Education, School and Community Nutrition Division.

9. The FSMC shall perform the following activities in accordance with §250.50(d): (check all that apply)

- Preparing and serving meals using donated foods
- Ordering or selection of donated foods (in coordination with the SFA)
- Storage and inventory management of donated foods
- Payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA

E. Crediting For and Use of Donated Foods

1. The FSMC must credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year (including both entitlement and bonus foods).
2. The FSMC must credit the SFA for the value of donated foods contained in processed end products if the FSMC is required to:
 - a. procure processed end products on behalf of the SFA, or
 - b. act as an intermediary in passing donated food value in processed end products on to the SFA.
3. The SFA must determine the method by which crediting of USDA Foods and any rebates will occur and the means of documentation to be utilized to verify that the value of all donated foods has been credited. All crediting must be done on **no less than a monthly basis**. SFA must check an option below:
 - Fixed-price contract: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA-donated commodities received for use in SFA's food service.
 - Cost-reimbursable contract: FSMC must itemize, in a separate line item in the regular monthly billing to SFA, the savings resulting from use of donated commodities based on the market value of all USDA-donated commodities received for use in SFA's food service.
 - Other crediting method:
4. The FSMC must use the most recent November USDA Commodity Value Listing for determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values. All forms of crediting must provide clear documentation of the value received from the donated foods.
5. Following 7 CFR § 210.21(f)(iv), invoices must clearly display all applicable credits to the SFA.

F. Inventory, Storage and Record Retention of USDA Donated Foods

1. When this contract or subsequent renewals terminates, the FSMC must return all unused donated ground beef, donated ground pork and processed end products and, at the SFA's discretion, return other unused USDA foods.
2. The FSMC will comply with the storage and inventory requirements for donated foods, in accordance with §250.14 and §250.52.

3. The SFA, the State Auditor, IDOE, USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.
4. The FSMC will maintain records to document its compliance with requirements relating to donated foods, in accordance with § 250.45(b)
5. The SFA must maintain the following records relating to the use of donated foods:
 - a. The donated foods and processed end products received and provided to the FSMC for use in the SFA's food service.
 - b. Documentation that the FSMC has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - c. The actual donated food values used in crediting.
6. The FSMC must maintain the following records relating to the use of donated foods:
 - a. The donated foods and processed end products received from, or on behalf of, the SFA, for use in the SFA's food service.
 - b. The FSMC must show documentation that it has credited the SFA for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in § 250.51(a), the value of donated foods contained in processed end products.
 - c. The FSMC must maintain documentation of its procurement of processed end products on behalf of the SFA, as applicable.
7. The SFA must ensure that the FSMC is in compliance with the requirements of the inventory, storage and record retention of USDA Donated Foods through its monitoring of the food service operation, as required in 7 CFR Parts 210, 225, 250, and 252, as applicable. The Operations Manager is responsible for this monitoring process.
8. The SFA must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's food service in the school year.

G. Renewal Assumptions

1. Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition (CN) programs. However, at a minimum, a change is material when, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP. Services or features contingent on multi-year contracts are not allowable, for example equipment installation may not be stipulated for contract renewal years.

- a. The SFA reserves the right to expand the Federal Child Nutrition programs in order to provide availability of food resources to children and students that can be served through these programs so long as both parties are in agreement and prior approval is obtained from the IDOE SCN.

- b. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1) materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.
 - c. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
 - d. Usable commodities of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per meal pattern for the contract year will continue to be available.
 - e. The government reimbursement rates in effect shall remain materially consistent throughout the year.
 - f. Meal components and quantities required by any of the programs selected in letter A, under 1 (Scope and Purpose) of the Standard Terms and Conditions remain consistent with prior years.
 - g. Service hours, service requirements, and type or number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent contract renewal years.
 - h. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
 - i. The projected number of full feeding days is: 178 and shall remain materially consistent in renewal years.
 - j. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.
2. **Contract Cost Increase:** The SFA may negotiate at the end of each one year contract period for a cost increase not to exceed the annual percentage increase of the Consumer Price Index (CPI) Food Away from Home for December of the preceding year, not to exceed 3% provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. This is applicable to both the Administrative and Management Fees in both Cost Reimbursable and Fixed Price contracts. The addition of new line items to the budget is not allowable in renewal years. The SFA and FSMC risk a lapse in contract if IDOE timelines are not adhered to.
 3. All contract renewals shall be for a period of one year, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by IDOE and signed by both parties. Failure to have renewal contracts fully executed prior to the contract expiration, will lapse this contract and require the SFA to re-bid the contract.
 4. Renewal year contracts are contingent upon fulfillment of all contract provisions.

H. Health Certifications

1. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility.

2. The FSMC shall maintain state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the durations of the contract as required under Title 7 CFR § 210.16(c).
3. The FSMC shall adhere to the Food Safety Plan implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required under Public Law 108-265.
4. The FSMC agrees to allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by Public Law 108-265.
5. The SFA will ensure the immediate correction of any problems found as a result of a health inspection. Corrections will be made by either SFA or FSMC as determined by the SFA.

I. Meals

1. The FSMC shall serve meals on such days and at such times as requested by the SFA.
2. The SFA shall retain control of the quality, extent, and general nature of the food service and the prices to be charged the children for meals.
3. The FSMC shall offer free, reduced price and paid reimbursable meals to all eligible children participating in the CN Programs. The school operates under CEP and all students receive meals at no cost.
4. In order for the FSMC to offer a la carte food service, the FSMC must offer free, reduced price and paid reimbursable meals to all eligible children.
5. The FSMC shall provide meals in the CN Programs that meet the requirements as established in 7 CFR 210, including but not limited to 7 CFR § 210.10.
6. The FSMC shall provide the specified types of service in the schools/sites listed in Section 1 of the Standard Terms and Conditions, letter B.
7. The FSMC shall promote maximum participation in the CN Programs.
8. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
9. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern, or do not otherwise meet the requirements of the contract.

J. Books, Records and Reports

1. The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the tenth (10th) calendar day succeeding the month in which services were rendered. Participation records shall be submitted no later than the fifth (5th) working day succeeding the month in which services were rendered. The SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission on-line of the Claim for Reimbursement.

2. The FSMC shall maintain records at the SFA to support all expenses and revenue appearing on the monthly operating statement attributable to the SFA. These records shall be kept at the SFA in an orderly fashion according to expense categories.
3. The FSMC shall provide the SFA with a year-end statement.
4. The SFA shall conduct an internal audit of food, labor and other large expense items quarterly, as well as performing random audits on smaller expense categories.
5. The SFA and the FSMC must provide all documents as necessary for the independent auditor to conduct the SFA's single audit.
6. Books and records of the FSMC pertaining to the CN Program operations shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the contract term (including extensions) to which they pertain, for audit, examination, excerpts and transcriptions by the SFA and/or any state or federal representatives and auditors.
7. If audit findings regarding the FSMC's records have not been resolved within the three-year period, the records must be retained beyond the three-year period for as long as required for the resolution of issues raised by the audit. (Reference 7 CFR part 210.9(b)(17) and 2 CFR part 200.333(a).
8. The FSMC shall not remove federally required records from the SFA premises. Upon contract termination, the FSMC must leave copies of the records at the SFA premises.
9. The SFA is responsible for ensuring resolution of program review and audit findings.

K. Employees

1. The SFA reserves the right to interview and approve the on-site food service manager/director.
2. The SFA must designate if the current SFA employees, including site and area managers as well as any other staff, will be retained by the SFA or be subject to employment by the FSMC.
 - Employees will be retained by the SFA (the school will keep and pay current employees)
 - Employees will be retained by the FSMC (the FSMC will keep and pay current employees)
 - Employees will be retained by both the SFA and FSMC (a combination of the above)
 - Employees will not be retained (the current employees will not be retained)
3. If the SFA wants its employees to be retained by the FSMC, the Labor and Fringe worksheet portion of the Site, Labor and ADP Worksheet must be completed by the SFA. This will help the FSMC calculate the amount that will be included in the Projected Expenses portion of the Budget Worksheet under "Direct Labor and Benefits" (which is completed by the FSMC for submission with their proposal).
4. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked as part of the proposal. Specific locations and assignments will be provided to the SFA two full calendar weeks prior to the commencement of operation.
5. The FSMC must provide time sheets indicating the pro-ration of shared employees. These time sheets must be submitted monthly with each invoice that is submitted for payment. The time sheets need to clearly indicate all locations that a pro-rated employee works and the percent of time that this employee worked in each location.

6. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
7. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. A copy of these policies must be submitted with all proposal documents. These policies are subject to review by the SFA.
8. Staffing patterns, except for the site manager, shall be mutually agreed upon.
9. The FSMC shall not hire employees in excess of the number required for efficient operation.
10. The FSMC shall maintain the same minimum level of employee positions, hours, wages, and benefits as stipulated on the Site Labor Worksheet throughout the entire Contract Term, and each subsequent Contract Term, as applicable, unless a reduction in the required levels is authorized by the SFA. The FSMC shall provide the SFA with written notice of any increases in employee positions, hours, wages, and benefits.
11. In the event a reduction in employee positions, hours, wages, and/or benefits occurs and such reduction is authorized by the SFA, **the FSMC shall credit the SFA's monthly bill/invoice for the exact dollar amount related to the cost of the labor reduction as indicated** on Labor Worksheet for the remainder of the Contract Term and all subsequent Contract Terms, as applicable, including the value of any subsequent and future increases in employee wages and benefits. Such credits shall be termed a Labor Reduction Fee.
12. The FSMC must ensure that the employees' hours listed on the Labor Worksheet are not used for catering or special functions.
13. The SFA shall provide sanitary toilets and hand washing facilities for the employees of the FSMC.
14. The SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the well-being of the students.
15. In the event of the absence, termination, removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
16. **In the event that a replacement is not made for any absent staff member, the FSMC will credit the SFA for the dollar amount related to the cost of the shortage in labor.**
17. All SFA and/or FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
18. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
19. The FSMC shall provide proof that each prospective employee working with children has had an Expanded Criminal History Background Check and Federal Criminal History Record Check before employment or not later than three months after the individual's employment. (I.C. 20-26-5-10; I.C. 20-26-5-11; I.C. 10-13-3-36.)

20. The FSMC shall be responsible for conducting a mandatory background check for all incoming food service employees staffed at TBLA. The FSMC will be required to submit a copy or proof of a completed background check to TBLA's Operations Manager prior to the employee being added to the schedule.

L. Professional Development

The SFA director must ensure that FSMC employees providing services for the school meal programs have the required annual training. The SFA director may work with the FSMC to identify appropriate training resources and opportunities, such as those listed at the professional standards website at <http://professionalstandards.nal.usda.gov/>. The FSMC must provide documentation to SFA showing annual training hours and topics completed by the employees. The FSMC contract must include the professional standard requirements. The SFA and FSMC must ensure food service staff meet the hiring standards set forth in the Professional Standards requirements.

M. Monitoring

1. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations per 7 CFR §210.16. Further, if there is more than one site, there is an additional requirement that the SFA conduct an on-site review of the counting and claiming system no later than February 1, of each year as required by 7 CFR §210.8. The Operations Manager is responsible for performing all on-site reviews.
2. The records necessary for the SFA to complete the required monitoring activities must be maintained on-site by the FSMC under this contract and must be made available to the State Board of Accounts (SBOA), USDA, IDOE, and the SFA upon request for the purpose of auditing, examination, and review.

N. Use of Advisory Group/Menus

The SFA is responsible for the formation and establishment of an advisory board composed of students, teachers, and parents to assist in menu planning and periodic meetings. The FSMC shall participate in these periodic meetings as deemed appropriate by the SFA.

O. Cycle Menu

The FSMC must submit a sample 21-day menu for the programs checked in Section 1 of the Standard Terms and Conditions, letter A, of this contract (the exception to this would be the SFSP which only requires an 11-day menu). Any changes made by the FSMC to the cycle menu must be approved by the SFA. The SFA shall approve menus no later than two weeks prior to service. See Menu Exhibit A

P. Use of Facilities, Inventory, Equipment & Storage

1. The SFA will make available, without any cost or charge to the FSMC, area(s) of the premises agreeable to both parties in which the FSMC shall render its services.
2. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the School Nutrition Programs, as long as they meet applicable nutritional and service requirements according to program regulations.
3. Equipment Purchases – All equipment purchases required for food service operations must be separately procured outside of the awarded FSMC contract and following Federal and State

procurement requirements. Any equipment purchase recommendations submitted by a FSMC cannot be used to evaluate their response to the RFP.

4. If Program equipment breaks down, a contract provision needs to establish the dollar value of equipment that the district will cover either per year or over the life of the contract. The district needs to include a provision for the repair and replacement of food preparation and serving equipment as equipment repair and replacement can occur at any time. It is imperative that the district understand its operational needs which includes the age and condition of the kitchen equipment and establish a dollar value for replacement that is communicated in the solicitation and contract. Districts are reminded that equipment, defined at 2 CFR Part 200.33, means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.
5. The FSMC and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the school year, including but not limited to, silverware, trays, chinaware, glassware, and/or kitchen utensils.
6. The FSMC shall maintain the inventory silverware, trays, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation at the inventory level as specified by the SFA.
7. The SFA will replace expendable equipment and replace, repair and maintain non-expendable equipment except when damages result from the use of less than reasonable care by the employees of the FSMC.
8. The FSMC shall maintain adequate storage procedures, inventory, and control of USDA donated foods in conformance with the SFA's agreement with IDOE.
9. The FSMC shall provide the SFA with one set of keys for all food service areas secured with locks.
10. The SFA shall provide the FSMC with local telephone service.
11. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules and regulations.
12. The SFA shall be responsible for any losses, including USDA donated foods, which may arise due to equipment malfunction or loss or electrical power not within the control of the FSMC.
13. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
14. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
15. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within 10 days of its placement on SFA premises.
16. The SFA shall have access, with or without notice, to all of the SFA's facilities used by the FSMC for purposes of inspection and audit.
17. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.

18. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the SFA.
19. The FSMC shall surrender to the SFA upon termination of the contract, all equipment, and furnishings in good repair and condition that were purchased using school food service funds.

Q. Purchases

1. If the FSMC is procuring goods or services which are being charged to the SFA under the contract, the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and that the FSMC may not serve as a vendor. Check one of the below options:
 - The SFA will do all purchasing for the non-profit school food service.
 - For a cost-reimbursable contract: The FSMC bills the SFA for foods when purchased. At the option of the SFA, the FSMC will purchase back unused supplies from the SFA at the termination of the contract in order to prevent overbuying (if the FSMC bills the SFA for supplies as purchased, rather than as used).
 - For a cost-reimbursable contract: The FSMC bills the SFA for food when used. The SFA will buy the ending inventory from the FSMC if the FSMC bills for foods when used.
 - For a fixed-price contract: The FSMC will buy the beginning inventory exclusive of commodities, from the SFA (not applicable in a cost reimbursable contract since the FSMC should only be charging for new purchases).
2. The contract shall not prevent the SFA from participating in food co-ops or purchasing food from vendors with whom the FSMC normally does not do business.
3. Under 7 CFR § 210.21(f), for cost reimbursable contracts:
 - a. Allowable costs will be paid from the SFA's nonprofit food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor; to the extent, those credits are allocable to the allowable portion of the costs billed to the SFA.
 - b. The contractor must separately identify for each cost submitted for payment to the SFA the amount of each cost that is allowable and unallowable.
 - c. The contractor must individually identify the amount of each discount, rebate and other applicable credits on all bills and invoices presented to the SFA. In the case of other applicable credits, the nature of the credit must be identified. **(An example of the invoice/bill must be included with the proposal.)**
 - d. The contractor must identify, on the final invoice of the school year, the method by which it will report discounts, rebates and other applicable credits allocable to the contract that cannot be reported prior to the conclusion of the contract.
 - e. The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request for the SFA, IDOE, or USDA.

- f. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.
4. P.L. 110-246, Section 4302 of the Richard B. Russell National School Lunch Act (NSLA), allows SFAs to purchase unprocessed locally grown and locally raised agricultural products. NSLA allows SFAs to apply a geographic preference when procuring unprocessed locally grown and locally raised agricultural products.

R. Invoices

1. The FSMC must submit a monthly reconciliation to the SFA comparing the invoice and revenue against the projected revenue and expenses.
2. IDOE may randomly request SFAs to submit copies of invoices for compliance with the above items.
3. The payment of interest and late fees from the school service account funds is prohibited.

S. Buy American

1. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food, Title 7 CFR, Part 210.21 (d) and USDA Memo SP 32-2019, Buy American and the Agriculture Improvement Act of 2018. See Appendix E
2. The FSMC shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States (U.S.) or a food product processed in the U.S. substantially using agricultural commodities produced in the U.S.
3. The FSMC shall certify the percentage of U.S. content in the products supplied to the SFA.
4. The SFA must review vendor purchase records to ensure compliance with the Buy American provision.

T. Sanitation

1. The FSMC shall place garbage and trash in the containers in the designated areas as specified by the SFA.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen areas as indicated in the Division of Responsibilities Worksheet.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
5. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

U. Licenses, Fees and Taxes

1. The FSMC shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for FSMC employees; the FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees.
2. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
3. The FSMC shall comply with all SFA building rules and regulations.

V. Non-Discrimination

Both the SFA and the FSMC agree that no child who participates in any of the CN Programs will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

W. Emergency Closing

1. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
2. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

X. Term and Termination

1. The SFA or the FSMC may terminate the contract with or without cause by giving 60 days written notice.
2. Neither the FSMC nor the SFA shall be responsible for any losses resulting should the fulfillment of the terms of the contract be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

Y. Nonperformance by the FSMC

1. In the event of the FSMC's nonperformance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
2. The FSMC shall reimburse the SFA the full amount of any meal over-claims which are attributable to the FSMC's negligence, including those over-claims based on review or audit findings that occurred during the effective dates of the original and renewal contracts.
- 3.

Z. Certifications

1. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. §327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the standard workday or standard workweek is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in any work week.

2. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
3. The FSMC shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; the FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
4. The FSMC shall sign the Certification of Independent Price Determination, Appendix A, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.
5. The FSMC shall sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Appendix B, which shall be attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded (2 CFR 200.213 and 2 CFR Part 417). This certification assures the SFA that the FSMC has not been debarred from entering into contracts with the Federal Government or any other entity receiving Federal funds, or suspended from entering contracts during a time when the vendor is being investigated for a legal action is being taken to debar the vendor from contracting activities.
6. The FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Air Act (33 U.S.C. 1368), Appendix C, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded.
7. The FSMC shall sign the Lobbying Certification, Appendix D, which was attached as an addendum to the FSMC's proposal and will be made a part of the contract if awarded. If applicable, the FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Appendix E.
8. E-Verify Requirement –
 - a. The FSMC warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the Contract.
 - c. Failure to comply with a SFA audit process to randomly verify the employment records of the FSMC and subcontractors shall be deemed a material breach of the contract and the FSMC may be subject to penalties up to and including termination of the contract.
 - d. The SFA retains the legal right to inspect the papers of any employee who works on the contract to ensure that the FSMC or subcontractor is complying with A.R.S. §41-4401(A)(1).

AA. Insurance

1. The FSMC is required to be insured adequately to support the terms of the contract. The FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Indiana. A Certificate of Insurance of the FSMC's insurance coverage indicating these amounts must be submitted upon award of a contract.

2. The FSMC shall have in effect during all times under this agreement, comprehensive general liability insurance, including products and completed operations liability, contractual liability, and independent contractor's liability coverage and personal injury. Minimum coverage shall be \$1,000,000 per incident/per person.
 - a. General Liability- \$1,000,000
 - b. Workman's Compensation- \$1,000,000
 - c. Vehicle Insurance- \$1,000,000
3. The SFA shall be named as additional insured on the General Liability and Automobile insurance policy. The FSMC must provide a waiver of subrogation in favor of the SFA for General Liability, Automobile, and Worker's Compensation.
4. In addition, the FSMC shall provide fire and theft insurance at its own expense to cover any risk created by fire and/or theft to its property located on the premises of the SFA. The FSMC further agrees to provide all necessary fire and/or theft insurance to cover clothes, garments and other articles owned by their employees.
5. The contract of insurance shall provide for notice to the SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.

BB. Trade Secrets and Proprietary Information

1. During the term of the Agreement, the FSMC may grant to the SFA a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The SFA shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement. The SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by the SFA, the SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the SFA. Furthermore, the SFA's access or use of such software shall not create any right, title interest, or copyright in such software and the SFA shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.
2. Any discovery, invention, software, or programs paid for by the SFA shall be the property of the SFA to which the State Agency and USDA shall unrestricted rights.

Division of Responsibilities for Food Service Program

| COSTS: Check the box for those that will be the responsibility of the FSMC and those costs that will be the responsibility of the LEA. | FSMC | SFA | N/A |
|---|-------------|------------|------------|
| Food Cost (food, condiments, beverages) | | | |
| Food Purchasing | X | | |
| Processing of Invoices | X | | |
| Payment of Invoices | X | | |
| Donated Food Inventory Control | X | | |
| Storage/Delivery Charges of Donated Foods | X | | |
| Delivery of Donated Foods between school buildings | X | | |
| Labor Cost | | | |
| Payment of Managers, and/or Supervisors | X | | |
| Payment of Hourly Wage Employees | X | | |
| Payroll Taxes of all Employees | X | | |
| Preparation of all Employee Payroll | X | | |
| Processing of all Employee Payroll | X | | |
| FICA | X | | |
| Retirement for Contractor's employees | X | | |
| Unemployment Insurance for Contractor's employees | X | | |
| Workers' Compensation for Contractor's employees | X | | |
| Health Insurance for Contractor's employees | X | | |
| Life Insurance and Disability for Contractor's employees | X | | |
| Holidays for Contractor's employees | X | | |
| Labor Charges for Supervision of Outside Groups using Facilities | | | x |
| Student Labor (IF Any) | | | x |
| Employee Physicals | X | | |
| Employee Background check and fingerprinting if required | X | | |
| Other Purchased Services | | | |
| Telephone, local service | | X | |
| Telephone, long distance | X | | |
| Utilities (heat, power, water) | | X | |
| Extermination | | X | |
| Laundry | X | | |
| Removal of Trash and Garbage from Kitchen | | X | |
| Removal of Trash and Garbage from Premises | | X | |
| Other | | | |
| Supplies | | | |
| Disposable Service ware | X | | |
| Cleaning Supplies | X | | |

| | | | |
|---|-------------|------------|------------|
| Paper Supplies | X | | |
| Uniforms | X | | |
| Menu Paper | | X | |
| Menu Printing | | X | |
| Promotional Materials | X | | |
| Nutrition Education and Materials | X | X | |
| Office Supplies | X | | |
| Postage | X | | |
| Equipment and Facilities | | | |
| Daily cleaning of kitchen surfaces, tables, sinks, counters, cabinets and equipment | X | | |
| Daily cleaning of pots, pans, utensils, sinks | X | | |
| Routine cleaning of coolers, freezers, heating equipment: inside and out (excluding machinery such as coils, condensers, and fans) | X | | |
| Replacement of Capital/Major Equipment | | X | |
| Replacement of Expendable/Minor Equipment | | X | |
| Repair of Equipment (Normal wear and tear) | | X | |
| COSTS: Check the box for those that will be the responsibility of the FSMC and those costs that will be the responsibility of the LEA. | FSMC | SFA | N/A |
| Routine Cleaning of Cafeteria Walls and Floors | | X | |
| Routine Cleaning of Kitchen Walls and Floors | X | | |
| Periodic Waxing and Buffing of Floors | | X | |
| Sanitation and Proper Use of Equipment | X | | |
| Daily Cleaning of Cafeteria Tables and Chairs | | X | |
| Capital Improvement | | | |
| Building Structural Changes | | X | |
| Painting | | X | |
| Other | | | |
| NSLP Application Agreement Forms | | X | |
| NSLP Free/Reduced Application Distribution | | X | |
| NSLP Free/Reduced Application Approval | | X | |
| NSLP Free/Reduced Application Verification | | X | |
| Records Supporting Reimbursement Claims | X | | |
| Claims for Federal & State Reimbursement | | X | |
| Point-of-Sale Accountability | X | | |
| Receipt of Federal & State Reimbursement | | X | |
| Pricing of NSLP Meals | | X | |
| Collection and deposit of Daily Cash Receipts | X | | |
| Menu Development | X | | |

| | | | |
|--------------------------------------|---|---|---|
| Menu Distribution | X | | |
| Pricing of A la Carte Offerings | | X | |
| Inter-LEA Deliver to Satellite Areas | | | X |
| Vehicle Lease of Purchase | | | X |
| Vehicle Maintenance | | | X |
| Vehicle Fuel and Oil | | | X |
| Vehicle Taxes | | | X |
| Vehicle Insurance | | | X |
| Vehicle Licenses | | | X |
| Vehicle Registration | | | X |
| Depreciation | | | X |
| Audit fees | X | X | |
| Licenses/Permits | X | | |
| Promotions | X | | |
| Mileage | | | X |
| Sales Tax | X | | |
| Performance Bond (if applicable) | X | | |
| Liability Insurance | X | X | |
| Miscellaneous | X | X | |
| | | | |
| | | | |
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| | | | |

Attachment A – Award Criteria

The AFS must complete this section including all evaluation criteria that will be reviewed and scored by the evaluation committee. The award criteria and the relative value assigned to each must be specified below and “Cost” must be the primary factor (assigned the greatest number of points compared to other factors). The SFA may select the award criteria but some examples are listed below.

| | |
|---|-----------|
| Cost | 35 |
| Service Capability | 15 |
| Financial Conditions/Stability, Business Practices | 10 |
| K-12 NSLP Experience | 10 |
| Personnel Management & Training | 10 |
| Marketing & Promotion of the School Food Service Program | 10 |
| Menu Appeal & Participation Plan | 5 |
| References | 5 |

Total points possible: 100

| Points | Criteria | Minimum Standard | Evidence/Documents Required to Demonstrate |
|---------------|--|---|---|
| 35 | Cost | Provide a cost per meal as shown in the fee proposal table | Vendors will be ranked according to cost |
| 15 | Service Capability | Vendor must be able to meet all food safety laws and provide meals in the manner and frequency requested following all NSLP regulations | A description of expertise in the K-12 space, including successful operation as an FSMC of similar size SFAs, and ability to advise and maintain a compliant NSLP program. Include sample of invoice, food ordering procedures and list of suppliers. |
| 10 | Financial Conditions/Stability | Three years of stable financial performance; no petitions for bankruptcy by contractor or principals of contractor | Provide copies of company financial statement for past three years |
| 10 | K-12 Experience in National School Lunch Program | A minimum of five years in K-12 food service management -specifically National School Lunch and Breakfast Program | Documentation of experience as outlined in company history including AR experience, support process and AR success/failure. |
| 10 | Personnel Management & Training | Vendor must submit a formal training plan for staff that meets the minimum standard for NSLP Professional Development | Staffing & Labor plan, Training plan agendas, training timelines with number of training hours, plus a plan for covering staff absences. |
| 10 | Marketing and Promotion of the School Food Service Program | Vendor must submit a plan for marketing the program with intent to increase participation. | Most comprehensive plan receives higher score |
| 5 | Menu Appeal & Participation Plan | Vendor must submit a 21-day menu for all meals platforms requested, showing components and portion size | Submit proposed menus to be used after the first 21 days. Menus will be graded upon innovation, variety and appeal |
| 5 | References | Vendor must provide at least five customer references; must have satisfactory rating of at least 80% | Documentation of all K-12 organizations vendor has had contracts with in the past five years with contact information |

Attachment B (to be included for contracts operating the Summer Food Service Program)

SFSP and/or SSO (See letter B under Section 1 (Scope and Purpose) of the Standard Terms and Conditions for verification of participation)

1. The FSMC shall offer free meals to all eligible children participating in the SFSP and/or the SSO, if the SFA has selected to participate in the program(s). A flat price per meal cost must be submitted as part of this RFP for the SFSP. The FSMC will operate the SFSP and/or the SSO including the preparation, record keeping, and delivery of meals. The SSO meal pattern shall be followed, regardless of participation in the SFSP or the SSO. The SFA shall be responsible for determining eligibility for all SFSP and/or the SSO sites. The SFA as a SFSP and/or the SSO sponsor is responsible for conducting and documenting the required site visits of all sites for pre-approval and during operation of the program.
2. The SFSP or SSO will operate **from June 12, 2023 to July 30, 2023** but is not a required part of this contract until 2024.
3. **Special Provisions for Summer Food Service Program (SFSP)**
 - a. All meals prepared by a food service management company shall be unitized, with or without milk or juice, unless the State agency has approved, pursuant to paragraph (h)(3) of this section, a request for exceptions to the unitizing requirement for certain components of a meal;
 - b. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal;
 - c. The sponsor shall provide to the food service management company a list of State agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under §225.6(d)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract;
 - d. The food service management company shall maintain such records (supported by invoices, receipts, or other evidence) as the sponsor will need to meet its responsibilities under this part, and shall submit all required reports to the sponsor promptly at the end of each month, unless more frequent reports are required by the sponsor;
 - e. The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.
 - f. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based.
 - g. The books and records of the food service management company pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of the State agency, the Department and the U.S. Government Accountability Office at any reasonable time and place for a period of 3 years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved;

- h. The sponsor and the food service management company shall operate in accordance with current Program regulations;
- i. The food service management company shall be paid by the sponsor for all served in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement;
- j. Meals shall be served in accordance with a meal schedule prescribed in the contract;
- k. Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon;
- l. All meals served under the Program shall meet the requirements of §225.16;
- m. In cases of nonperformance or noncompliance on the part of the food service management company, the company shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source;
- n. If the State agency requires the sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in §225.6(f), the contract shall so specify;
- o. The food service management company shall submit records of all counts and billing incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline; and
- p. The food service management company shall comply with the appropriate bonding requirements, as set forth in §225.15(h)(6) through (h)(8).

If operating SFSP, the FSMC shall submit with its proposal one of the following:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Appendix A

Independent Price Determination Certificate

Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Name of Food Service Management Company

Thea Bowman Leadership Academy
Name of School Food Authority

(A) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of FSMC's Authorized Representative

Title

Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative

Title

Date

NOTE: ACCEPTING A BIDDER'S OFFER DOES NOT CONSTITUTE AWARD OF THE CONTRACT.

Appendix B



Indiana Department of Education

Dr. Katie Jenner, Secretary of Education

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

Signature(s)

Date

Appendix B (cont)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix C

Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Name of Food Service Management Company

Thea Bowman Leadership Academy
Name of School Food Authority

THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

Signature of FSMC's Authorized Representative

Title

Date

Signature of SFA's Authorized Representative

Title

Date

Appendix D

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization (FSMC)

Name/Title of Submitting Official

Signature

Date

Appendix D (cont)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|---|---|--|
| 1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | 2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award | 3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____ |
| 4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known: | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Entity: (last name, first name, MI) | | |
| 10. b. Individuals Performing Services (including address if different from No. 10.a.) | | |
| (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle) | | |
| 11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned | 13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: | |
| 12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____ | | |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary) | | |
| 15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____ | | |

16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone: _____
Date: _____

Appendix D (cont)

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____ **Page**
_____ **of** _____

Appendix D (cont)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

Appendix E BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

SFA Name _____

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. “Domestic” is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The vendor must include all component items bid by the company that do not meet the definition of “domestic”. This document must be included as a part of the bid.

| VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2) | |
|---|--|
| <input type="checkbox"/> | 1. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. |
| <input type="checkbox"/> | 2. I certify that all food products bid by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below |
| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM. |
| | This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit \$ ____ / ____ Price of Price of Non-Domestic Product Per Unit |
| | This product includes _____% U.S. Content. The product is grown in _____. _____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: \$ ____ / ____ Price of Domestic or U.S. Grown Product Per Unit \$ ____ / ____ Price of Price of Non-Domestic Product Per Unit |

Appendix E, cont.

| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM. |
|-------------------|---|
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____/____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____/____ Price of Price of Non-Domestic Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____/____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____/____ Price of Price of Non-Domestic Product Per Unit</p> |
| | <p>This product includes _____% U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR _____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ ____/____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ ____/____ Price of Price of Non-Domestic Product Per Unit</p> |
| | <p>This product i cludes _____% U.S. Content. The product is grown in _____.</p> |

| | |
|--|--|
| | <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p> |
|--|--|

Appendix E, cont.

| NAME OF FOOD ITEM | COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NONDOMESTIC PRODUCT IS BID FOR EACH ITEM. |
|-------------------|--|
| | <p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p> |
| | <p>This product includes % U.S. Content. The product is grown in _____.</p> <p>_____ The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality.</p> <p>OR</p> <p>_____ The cost of the U.S. product is significantly higher than the non-domestic product.</p> <p>List prices and unit pack size below for item to be considered:</p> <p>\$ _____ / _____ Price of Domestic or U.S. Grown Product Per Unit</p> <p>\$ _____ / _____ Price of Price of Non-Domestic Product Per Unit</p> |

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

Child Nutrition Staff will determine whether to purchase the domestic or the non-domestic product considering the information above and will notify the vendor of the award.

Company Name: _____

Signature: _____ Title: _____ Date: _____

SPONSOR APPROVAL

The sponsor must approve all non-domestic agricultural products that will be awarded under this contract. The sponsor is responsible for determining if the information provided by the vendor is true and correct.

Authorized
Representative Name: _____
_____ Date Approved: _____

Title:

Sponsor Name:

Vendor Agreement Amendment

The Vendor/Contractor hereby agrees that it will comply with:

USDA Assurance of Civil Rights Compliance

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is

binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

Indiana Assurance of Civil Rights Compliance

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

SCHOOL FOOD AUTHORITY:

FOOD SERVICE MANAGEMENT COMPANY:

Name of SFA

Name of FSMC

Signature of Authorized Representative

Signature of Authorized Representative

Typed Name of Authorized Representative

Typed Name of Authorized Representative

Title

Title

Date

Date



FROM: Just A Dash Food Service Group
DATE: May 17, 2023
RE: Thea Bowman Leadership Academy Meal Service Preliminary Action Items

Just A Dash Food Service Group understands the improvements that Thea Bowman Leadership Academy is pursuing at this time regarding meal service. We are aware of the concerns that the school and leadership board have at this time and have taken time to research how we could find resolution. It is our goal as a company to meet and exceed expectations in child nutrition and food service partnership. We welcome discussion on our recommendations noted and what is needed to offer the best meal service possible for students. The following areas have been identified as potential areas of concern regarding the current service along with our proposed resolutions to support you.

| Area Identified | Concern | Resolution |
|----------------------|--|--|
| Compliance | Meal counting, Meal components, Recordkeeping, Temperature control | <p>Training is provided for all Just A Dash team members and interested school staff on food safety, child nutrition, USDA guidelines, IDOE SNP standards, civil rights and customer service.</p> <p>Just A Dash offers training before the school year begins and frequently throughout the school year. This ensures that there is always a knowledgeable food handler engaged in service and will prevent any gaps in compliance for any service.</p> <p>Our internal compliance team has been advised to conduct more frequent visits to schools to assess compliance matters and implement immediate corrective action.</p> |
| Inventory management | Abundance of product on-hand | <p>Just A Dash uses 100% of USDA commodity products for the school nutrition program. We consider this to be one of the many reasons we are able to provide variety in our menu and a homestyle feel to our servings.</p> <p>At Thea Bowman specifically, one way we can reduce waste and manage tighter inventory is by offering more options at service for the high school students.</p> <p>The addition of options for service will serve to increase participation and meal consumption, improve inventory turnover and expand the nutrition program through variety.</p> |
| Staffing | Short staffed on multiple days | <p>Just A Dash has experienced the impact of the national labor shortage and quiet quitters. As a result, we have implemented partnerships with two local culinary programs to establish a bridge program for newly graduating culinary staff; and two local temp agencies to fill in immediate staffing gaps with experienced kitchen</p> |



| | | |
|--|--|--|
| | | <p>workers when we have unanticipated staff interruptions. This will allow us to hire more experienced workers at competitive payrates for retention. Sustaining reliable staff will reduce the issues we've seen across the board. Our staff are at the core of our service.</p> <p>As a company, we utilize various avenues to gather feedback from staff to assess employee satisfaction and evaluate our company culture. We will reintroduce incentive based programming to promote engagement and support employee appreciation.</p> |
|--|--|--|

Our goal is to improve meal satisfaction and increase participation in meal service to ensure that every child receives delicious AND nutritious meals daily. If there is additional information needed to assist with development and execution of the proposed plan of action, please let us know. Thank you for your time.

Best Regards,
 Tiana Johnson, PharmD, RPh
 Vice President, Operations
tjohnson@justadashcatering.com
 (o) 708-801-2400
 (f) 219-924-7228



"Whatever you are, be a good one!"

Introduction

The State of Indiana's Department of Education (DOE) recognizes the importance of providing nutritious and high-quality meals to students across the state. To ensure the selection of competent culinary vendors who can meet these requirements, the DOE has established a robust Request for Proposal (RFP) process. This white paper aims to provide a high-level outline of the RFP process employed by the DOE for finding culinary vendors.

RFP Development

The RFP document is designed to solicit detailed proposals from potential vendors, ensuring a fair and transparent selection process.

Publicizing the RFP

Once the RFP document is finalized, the DOE initiates a publicizing phase to attract a diverse pool of qualified culinary vendors.

Pre-Proposal Conference

To provide prospective vendors with a comprehensive understanding of the requirements and expectations outlined in the RFP, the DOE holds a pre-proposal conference. This conference serves as a platform for vendors to ask clarifying questions, seek further information, and gain insights into the procurement process. The DOE addresses these inquiries to ensure all potential vendors have equal access to pertinent details.

Proposal Submission

Vendors interested in participating in the RFP process are required to submit detailed proposals that address the specific requirements outlined in the RFP document. Vendors must adhere to the provided submission guidelines and meet the specified deadline.

Vendor Selection

Upon completion of the evaluation process, the evaluation committee recommends the selection of culinary vendors that best align with the DOE's goals and requirements. The DOE's decision is based on the evaluation committee's findings, considering factors such as the vendor's ability to provide nutritious meals, compliance with regulations, cost-effectiveness, and references from previous clients. The selected vendors are notified of their successful bid and enter into contractual agreements with the DOE.

Contract Negotiation and Award

The DOE initiates contract negotiations with the selected vendors to finalize the terms, conditions, and pricing of the culinary services. This phase ensures that both parties have a clear understanding of their roles, responsibilities, and expectations. After successful negotiations, contracts are awarded to the selected vendors, and the culinary services agreement is signed.



Onsite Construction Services Inc.

SCOPE OF Work

Project Name: HVAC Repairs
 Company Name: Thea Bowman Leadership Ac
 Project Estimator: Kevin O'Hare
 Last Updated: 5/5/2023

| Description | Qty | Labor | Material | Labor Total | Mat. Total 2 | Total |
|---|-------|-------------|-------------|-------------|--------------|-------------|
| General Requirements | | | | | | |
| HVAC | | | | | | |
| RTU# 27 Heat exchanger, draft inducer , gas valve, Ignitor ,Flame sensor. | 1.0 | 1700 | 1988.2 | \$ 1,700.00 | \$ 1,988.20 | \$ 3,688.20 |
| RTU# 21 blower rebuild, bearings, pulley, belt | 1.0 | 355 | 296.32 | \$ 355.00 | \$ 296.32 | \$ 651.32 |
| RTU# 8 replace draft inducer, | 1.0 | 250 | 488.2 | \$ 250.00 | \$ 488.20 | \$ 738.20 |
| RTU #28 blower rebuild, bearings, pulley, belt | 1.0 | 355 | 296.32 | \$ 355.00 | \$ 296.32 | \$ 651.32 |
| RTU #24 blower rebuild, bearings, pulley, belt | 1.0 | 355 | 296.32 | \$ 355.00 | \$ 296.32 | \$ 651.32 |
| RTU #25 blower rebuild, bearings, pulley, belt | 1.0 | 355 | 296.32 | \$ 355.00 | \$ 296.32 | \$ 651.32 |
| Electrical | | | | | | |
| N/A | | | | \$ - | \$ - | \$ - |
| Additions | | | | | | |
| N/A | | | | \$ - | \$ - | \$ - |
| Chart Totals | | | | | | |
| | | \$ 3,370.00 | \$ 3,661.68 | \$ 7,031.68 | | |
| Subtotal (Total If tax exempt) | | | | | | |
| Tax | | \$ 3,370.00 | \$ 3,661.68 | \$ 7,031.68 | | |
| | 7.00% | \$ 256.32 | \$ 256.32 | \$ 256.32 | | |
| Grand Total | | | \$ 7,288.00 | \$ 7,288.00 | | |



416 Jefferson Ave Chesterton, In.46304
312.723.8060
Salesman: Kevin O'Hare
JOB Address 3401 W. 5th Street

Quote

Date: 5/3/2023
Invoice #: Bowman202305022023
For: RTU replacement
Bill To: Thea Bowman Academy

| DESCRIPTION | AMOUNT |
|----------------------------|---------------------|
| Replace RTU #20 8.5 ton | \$22,689.38 |
| Replace RTU #16 7.5 ton | \$19,689.23 |
| Replace RTU #15 25 ton | \$38,398.74 |
| Replace RTU #2 5 ton | \$17,523.39 |
| Replace RTU #6 5 ton | \$17,865.30 |
| conversion bases for all 5 | \$5,872.50 |
| | |
| | |
| Total: | \$122,038.54 |
| | |
| Paid Total: | \$0.00 |

Make all Checks payable to:
Damsel Services Inc . Questions about your
invoice? Call Kevin O'Hare @ 312.723.8060
email: onsite.cci@gmail.com

| | |
|------------------|---------------------|
| OTHER | \$0.00 |
| TOTAL DUE | \$122,038.54 |

THANK YOU FOR YOUR BUSINESS!

TRUSTEES' RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF TRUSTEES OF
DREXEL FOUNDATION FOR EXCELLENCE IN EDUCATION /
THEA BOWMAN LEADERSHIP ACADEMY, AUTHORIZING
THE TRANSFER OF DEPOSITORY AND BANKING SERVICES**

WHEREAS, Drexel Foundation for Excellence in Education, operating as Thea Bowman Leadership Academy (hereinafter, "TBLA") has in the past received depository and banking services from BMO Harris Bank, and has previously held several accounts established there containing funds which were the property of TBLA; and

WHEREAS, due to several incidents in recent months which have diminished TBLA's confidence in and desire to maintain BMO Harris Bank as a banking services provider, TBLA has elected to transfer banking services to Centier Bank, which is locally owned and operated and which appears better suited to meet the banking needs of TBLA at this time; and

WHEREAS, accordingly, as of April 21, 2023, TBLA has established the necessary depository accounts at Centier Bank, designated authorized signatories for each account, and transferred the funds currently on deposit with PNC Bank to the newly established accounts at Centier Bank;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF DREXEL FOUNDATION FOR EXCELLENCE IN EDUCATION / THEA BOWMAN LEADERSHIP ACADEMY THAT:

1. TBLA is hereby authorized to establish all depository and other accounts at Centier Bank as it deems shall be necessary to conduct its routine and normal business affairs.
2. TBLA is further hereby authorized to withdraw all funds currently under its ownership and on deposit with BMO Harris Bank, and transfer the same to the appropriate newly established accounts at Centier Bank.
3. The following Trustees of TBLA, and their duly-appointed designees, are hereby authorized and designated by the Board as signatories on all bank accounts established at Centier Bank as a result of this Resolution: Eve Gomez, Jason Beres, and Michelle Dickerson.
4. To the extent that any act or undertaking authorized by this Resolution has already been carried out by TBLA, as a result of urgent or extenuating circumstances which required immediate action, that action by TBLA is hereby ratified and adopted by this Resolution as though previously authorized. This Resolution is specifically intended to ratify all actions taken in furtherance of the establishment of the Centier Bank accounts as of April 21, 2023.

*****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*****

IN WITNESS WHEREOF, we have electronically affixed our names as the Board of Trustees of the Drexel Foundation for Excellence in Education, operating as Thea Bowman Leadership Academy, this 31st day of May, 2023.

Board President

Board Secretary

CONTRACT FOR PROFESSIONAL SERVICES:
ADMINISTRATIVE CONSULTANT—
THEA BOWMAN LEADERSHIP ACADEMY

WHEREAS, Drexel Foundation for Education Excellence, Inc./Thea Bowman Leadership Academy (hereinafter, “TBLA”) wishes to employ a contractor for performance of certain professional services, specifically in the nature of administrative consulting, as described more fully herein; and

WHEREAS, Blue Onyx LLC (hereinafter, “Contractor”), a domestic non-profit limited liability company, desires to perform said professional services for TBLA as an independent contractor and pursuant to the terms and conditions contained herein;

This CONTRACT FOR PROFESSIONAL SERVICES (hereinafter, “Agreement”) is entered into on this 31st day of May, 2023, and effective June 1, 2023, by and between Contractor and TBLA.

NOW, THEREFORE, TBLA and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. PERFORMANCE

It shall be the responsibility of Contractor to provide all professional services, and specifically those defined within the Scope of Service herein, within its field of expertise and capability, to TBLA as requested of Contractor by TBLA. Contractor shall complete each such task as expeditiously as reasonably possible under all of the then-existing circumstances unless otherwise instructed by TBLA.

2. SCOPE OF SERVICE

Contractor shall do, perform, and carry out in a good and professional manner the services of an Administrative Consultant on a task-order basis and at the request of TBLA. Contractor shall be requested to consult with the TBLA Board of Directors and administrative staff and provide guidance and feedback, along with completion of necessary forms, applications, or paperwork associated with the particular subject matter of concern.

All requests for service must be authorized by TBLA’s Board of Directors prior to provision of any services by Contractor. TBLA shall provide Contractor written notice of additional tasks, if any, it wishes Contractor to perform. Contractor shall provide, upon request, a reasonably accurate estimate of the cost for it to complete any task, which must be approved by TBLA pursuant to its standard policies prior to commencement of the task by Contractor. Contractor shall perform all tasks requested in writing by TBLA except, or unless, Contractor immediately advises TBLA in writing of its reasons for refusing to do so.

3. INDEMNIFICATION

Contractor shall maintain in effect a general liability and errors and omissions insurance policy in the amount of at least \$1,000,000, insuring against risk of loss and claims resulting from Contractor's conduct. Contractor shall indemnify and hold TBLA and its employees, contractors, and agents harmless from and against any claims, demands, losses, damages, and expenses (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Contractor, (ii) resulting from any claim that Contractor is not an independent contractor, (iii) resulting from a breach by Contractor of its covenants or obligations under this Agreement, (iv) related to or resulting from any negligent or intentional act performed by Contractor in the scope of performing its duties under this Contract, and/or (v) Workers' Compensation claims incurred by Contractor's employees in the course of providing services to TBLA. In no event shall TBLA be liable for any consequential, incidental, or punitive damages, losses, or expenses in any such circumstance, even if it has been advised of their possible existence.

TBLA shall similarly indemnify and hold the Contractor harmless from any claim or loss resulting from the conduct of TBLA's officials, employees, agents, or other contractors.

4. TERM AND RENEWAL OF AGREEMENT

This Agreement is made effective as of June 1, 2023 and shall remain in effect through June 1, 2024, unless it is terminated prior to that date pursuant to the provisions of Paragraph 11 of this Agreement. This Agreement may be renewed for future years as mutually agreed upon by both parties in writing.

5. COMPENSATION AND PAYMENT

Contractor shall be compensated for services as follows, and pursuant to timely submitted invoices to TBLA:

TBLA will pay Contractor on an hourly basis, according to the number of hours worked by Contractor on the tasks assigned to it as itemized on Contractor's written invoices. The hourly rate payable to Contractor shall be \$75.00 per hour.

All payments tendered to Contractor shall be made upon submission of a written invoice to TBLA. Contractor shall submit invoices to TBLA on a monthly basis. Payments for services rendered shall be made in accordance with said billing. Invoices shall be deemed due upon receipt and payment shall be made within thirty (30) days after receipt by the TBLA.

6. PERSONNEL

Contractor represents that it:

- A. will perform and provide all tasks and services contemplated herein; or

- B. will secure at its own expense, all personnel required for performance of services pursuant to this Agreement; and
- C. will ensure that all personnel performing services pursuant to this Agreement have completed sufficient background checks to permit them to provide services in a school environment pursuant to statute.

Neither Contractor nor, if applicable, Contractor's personnel, shall be considered employees of TBLA for any purpose including, but not limited to, federal and state tax withholding and benefits. TBLA will not withhold any amounts for taxes from payments made to Contractor hereunder, and it will not make any contributions or provide coverage for unemployment compensation, workers' compensation, health insurance, or any other benefits to or on behalf of Contractor. Contractor is solely responsible for payment of any self-employment and/or corporate income taxes.

All of the services required under this contract will be performed by Contractor or Contractor's personnel, unless TBLA gives written permission to Contractor to subcontract the services. TBLA shall have the right to approve all subcontractors, but such consent shall not be unreasonably withheld. All of Contractor's personnel or subcontractors shall be fully qualified and, to the extent required by law, rule, regulation or ordinance, licensed and/or permitted.

Contractor further warrants as follows with regard to the employment of personnel for performance of services as defined herein:

- A. That in the hiring of employees for the performance of work under the contract or any subcontract thereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor 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 and available to perform the work to which the employment relates;
- B. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
- C. That there may be deducted from the amount payable to the contractor by TBLA under the contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- D. That the contract may be cancelled or terminated by TBLA, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

7. REQUIRED CERTIFICATIONS AND QUALIFICATIONS

Contractor represents that all personnel assigned to provide services pursuant to this Agreement possess all necessary certifications, credentials, and qualifications to legally and effectively perform all services noted in Section 2 of this Agreement, and that they will maintain all such certifications, credentials, and qualifications throughout the duration of this Agreement. Contractor further represents that it will supply all assessment protocols and other materials needed to complete evaluations pursuant to this Agreement.

8. COOPERATION BETWEEN TBLA AND CONTRACTOR

In order for Contractor's services to be productive and effective and for TBLA to obtain the maximum benefit therefrom, there must be a mutually cooperative effort on the part of TBLA and Contractor. TBLA shall therefore provide Contractor full access to all available plans, reports, records, statements, personnel files, and other similar data relative to the task it is assigned.

Upon request, TBLA shall also provide Contractor with personnel and/or any reasonably necessary accommodations at TBLA's facilities which are deemed by Contractor to be essential to the provision of services.

TBLA's decisions, approvals, reviews, and responses shall be communicated to the Contractor in a timely manner so as not to delay the performance of the services. Comments, if from a committee or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Contractor and to avoid delays.

9. PROHIBITED CONDUCT

TBLA shall not knowingly request Contractor to perform any act or service that is in violation of any state or federal law, rule or regulation, nor shall Contractor engage in any such conduct unless a waiver is first obtained from the appropriate state or federal agency. Contractor shall apprise TBLA of any and all such conduct with regard to TBLA's business as soon as it becomes aware of it.

TBLA shall have the right to prohibit Contractor from engaging in activity it deems in conflict of interest with TBLA employment pursuant to this Agreement.

10. FORCE MAJEURE

If circumstances beyond the control of TBLA administration, including but not limited to closure of facilities, schedule modifications, or operational restructuring mandated by the Board of Trustees or a state or local governmental unit in response to the current COVID-19 pandemic, prevent or preclude Contractor from being able to effectively and feasibly perform the services contemplated in this Agreement, Contractor shall be relieved from its

obligation to provide services and TBLA shall be relieved from its obligation to provide compensation for as long as said circumstances persist.

11. TERMINATION

TBLA may terminate this Agreement for any reason by giving thirty (30) days' written notice of intention to do so to Contractor. Upon receiving such notice from TBLA, Contractor shall cease performance except to the extent necessary to protect TBLA's interest in any matter. Upon receipt of such notice, Contractor shall cooperate with whomsoever TBLA nominates to take over Contractor's responsibilities. Contractor shall be paid for all variable services performed in carrying out its responsibilities after receiving notice of termination and TBLA reserves the right to obtain from Contractor any of its files or other items to which it is entitled.

Contractor may terminate this Agreement for any reason upon giving TBLA thirty (30) days written notice of intention to do so. Upon receiving written notice from Contractor, TBLA will make reasonable efforts to secure the services of another similar contractor, and Contractor will continue to provide services until such time as TBLA is able to secure the same. Contractor will be paid in accordance with this Agreement for any and all services performed for TBLA.

12. MODIFICATION AND SEVERABILITY

This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event that any portion or portions of this agreement are found to be void or voidable, such portions shall be stricken, and the remaining portions of the agreement shall be enforceable.

13. SUBCONTRACTING

Contractor may not subcontract any part of the work covered herein without prior written consent of TBLA.

14. FINES OR SANCTIONS

Contractor shall be personally responsible for paying any fines or sanction penalties which any judge, or administrative board, or administrative agency orders Contractor to personally pay by reason of actions of Contractor in violation of applicable statutes, procedural rules, rules of professional conduct, or rules of administrative entities.

15. NOTICE

Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage prepaid, to the addresses noted below:

If to TBLA:

Drexel Foundation for Excellence in Education, Inc.
Thea Bowman Leadership Academy
3401 W. 5th Ave.
Gary, IN 46406
ATTN.: BOARD PRESIDENT

If to Contractor:

Blue Onyx Consulting, LLC

ATTN:

With Copy To:

Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307
ATTN: Atty. Jewell Harris, Jr.

16. WAIVER OF CONTRACT PROVISIONS

Subject to applicable law, any right or remedy which TBLA may have under this contract may be waived in writing by the TBLA by a formal waiver, if in the judgment of the TBLA, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

However, in no event shall the making by TBLA of any payment to Contractor constitute or be construed as a waiver by the TBLA of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by TBLA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to TBLA in respect to such breach or default.

17. WORK PRODUCT

Under this Agreement, all documents and other materials, including, but not limited to, files, records, pleadings, documents and exhibits received or generated by Contractor within the scope and during the course of its performance under this Agreement shall be the property of TBLA, unless otherwise agreed to by a separate written agreement executed by both parties.

18. AUDIT, INSPECTION, AND RETENTION OF RECORDS

- A. Contractor shall furnish TBLA with such information as TBLA may request relative to the progress, execution and/or cost of an assigned task. Contractor shall maintain records showing actual time, in quarter-hour increments, and cost incurred. Contractor shall permit an authorized representative of TBLA to inspect, copy, and audit all data and records of Contractor for work done in connection with this Agreement. Any and all agreements with subcontractors or Contractors employed

by Contractor shall provide for authorized representatives of the TBLA to inspect and audit all data and records for work done in connection with this Agreement.

- B. Contractor shall maintain its books, records, documents and other evidence, and use generally accepted accounting procedures sufficient to accurately reflect all costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement for five (5) years after the final payment made in connection with this Agreement.
- C. No provision of this Agreement granting TBLA a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the TBLA would have had in the absence of such provisions.
- D. Any and all written or oral information received by Contractor or any of its agents, employees, or subcontractors in regards to performance of its responsibilities under this Agreement shall, to the extent permitted by law, be considered confidential and shall not be divulged to any third party, except to the extent required to permit performance, without the prior written consent of TBLA. Contractor shall notify all of its agents, employees, and subcontractors of this provision. In addition, the original and any copy of any record, report, audit or study for which TBLA has paid Contractor shall be considered to be the sole property of TBLA, regardless of where it is maintained and also shall not be disclosed, except as required by law or Court Order, without prior consent of TBLA.

19. CONTRACTOR'S REPRESENTATIONS RELATED TO UNAUTHORIZED ALIENS

- a. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- b. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- c. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- d. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.

- e. IC 22-5-1.7-5 “Political subdivision” As used in this chapter, “political subdivision” has the meaning set forth in IC 36-1-2-13.
- f. IC 22-5-1.7-6 “Public contract for services” As used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- g. IC 22-5-1.7-9 “Unauthorized alien” As used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- h. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1) the public contract contains:
 - a) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - b) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - c) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - 2) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- i. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - 1) does not knowingly employ or contract with an unauthorized alien;

and

2) has enrolled and is participating in the E-Verify program.

- j. Affidavit by Contractor. By execution of this contract, Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- k. Contractor further hereby certifies that it is not engaged in investment activities in Iran, per I.C. 5-22-16.5-13.
- l. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by TBLA.

20. NON-SOLICITATION

TBLA covenants and agrees that for the duration of this Agreement and the one-year period following its termination for any reason whatsoever, TBLA shall not encourage, counsel or induce any employee or consultant to leave the employ of Contractor, or solicit for employment, employ, or engage the services of any employee of, or consultant to, Contractor, or assist any person, company or entity in any such conduct. Contractor acknowledges that the restrictions cited herein are reasonable and necessary for the protection of Contractor's legitimate business interests, and injunctive or other equitable relief is an appropriate, but not an exclusive, remedy for any breach or threatened breach of the provisions hereof.

21. ADDITIONAL TERMS

- A. This Agreement, consisting of 11 pages, embodies the total agreement of the parties, and there are no other promises, terms, conditions or obligations, other than those imposed by law, regarding the subject matter of this Agreement other than those contained herein.
- B. All signatories state and affirm that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any been sought by or for any signatory to this Agreement.
- C. TBLA acknowledges and affirms that it has the requisite authority from its Board to enter into this binding Agreement, and is expressly authorized to pay Contractor in accordance with the terms stated herein.
- D. This Agreement shall be interpreted and enforced under the laws of the State of Indiana.

- E. An accurate photocopy of this Agreement as executed shall be as enforceable and binding and admissible as evidences in any administrative, arbitration or judicial proceeding as the original.
- F. The words “Contract” and “Agreement” are used interchangeably in this Agreement, where used, refer to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their behalf by their proper officers or officials this _____ day of _____, 2023.

CONTRACTOR:
BLUE ONYX CONSULTING

**DREXEL FOUNDATION FOR
EXCELLENCE IN EDUCATION, INC /
THEA BOWMAN LEADERSHIP ACADEMY**

By: _____
Dr. Shaunna Finley, _____

By: _____
Board President

By: _____
Board Secretary



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 2023, 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.
- 1.5 **General Conditions.** DBIA Document No. 535, *Standard form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract") are attached hereto and incorporated herein by reference. To the extent that the terms and conditions of this Agreement conflict with the General Conditions of Contract, the terms and conditions of this Agreement shall control.

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. 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. 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. Phase 1 services shall be considered substantially complete upon receipt of Design-Builder's Phase 1 Report and final approval

- of the project design by Owner.
- 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, 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.
- 2.3.1 The Phase 1 Report shall include the following unless the parties mutually agree otherwise:
- 2.3.1.1 The Contract Price, which shall be stated as a Lump Sum and shall consist of the sum total of the following:
- 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, and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall proceed to perform the Phase 2 Services. Any adjustments to the Contract Price and/or establishment of schedules for substantial completion and/or progress payments shall be incorporated in an Amendment to this Agreement prior to the issuance of the aforementioned Notice to Proceed.

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, 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 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 the date established by the agreement of Owner and Design-Builder following Owner's final acceptance of the Phase 1 Report and set forth in an Amendment to this Agreement. 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 defined by agreement of Owner and Design-Builder following Owner's final acceptance of the Phase 1 Report and set forth in an Amendment to this Agreement.
- 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 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 amount defined in the Schedule of Values established pursuant to Section 6.1 of the General Conditions of Contract 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, subject to 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.

7.2 **Lump Sum.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the remaining sum of the Contract Price, after payment of the amount defined in the Schedule of Values established pursuant to Section 6.1 of the General Conditions of Contract for the Phase 1 Services, as compensation 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 ten percent (10%) of the additional costs incurred for that Change Order.

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:

Three million, nine hundred forty-seven thousand, six hundred fifty Dollars
(\$3,947,650.00), 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 ten percent (10%) of the additional Costs of the Work incurred for that Change Order.

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 only factor in calculation of the cost of Change Orders approved pursuant to Article 9 of the General Conditions of Contract. 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, and performing work pursuant to this Agreement.
 - 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 ten percent of the established Contract Price for completion of Phase 2 Services 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.

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.

7.6 Allowance Items and Allowance Values.

- 7.6.1 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.
- 7.6.2 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. 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.

- 7.6.3 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.
 - 7.6.3.1 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.
- 7.6.4 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.

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 5th 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 Prior to commencement of Phase 2 Work, Owner shall contribute 10% of the total contract price to Design-Builder as a retainer for equipment mobilization and purchase of materials to facilitate commencement of Phase 2 Work.
 - 8.2.2 Design-Builder shall subsequently submit to Owner on the 5th 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.
 - 8.2.2.1 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.

- 8.2.3 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.
 - 8.2.4 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.
 - 8.2.5 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 two (2) 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;
 - 9.1.3 Overhead and profit in the amount of five percent (5%) on the sum of items 9.1.1 and 9.1.2 above; and
 - 9.1.4 The reasonable costs and expenses for materials purchased which are in-transit or stored on-site for purposes of construction of this project, pursuant to documentation maintained and presented by Design-Builder.
- 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 zero percent (0%) of the remaining balance of either the established Contract Price or the most recent estimated Contract Price.
 - 9.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid zero percent (0%) of the remaining balance of either the established Contract Price or 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.)

Eve Gomez
President, Board of Trustees
c/o Thea Bowman Leadership Academy
3401 W. 5th Ave.
Gary, IN 46406
evgomezenterprise@gmail.com

With Copy To:

Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307
Tel: (219)962-1011
jharris@harrislawfirm.com

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.)

Stephen M. Stofko
Vice-President/General Manager
5655 Broadway
Merrillville, IN 46410
Tel: (219)962-1011
stephen.stofko@mecaengineering.com

- 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.)

Kirt Witham
Construction Manager
5655 Broadway
Merrillville, IN 46410
Tel: (219)962-1011
kirt.witham@mecaengineering.com

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 Lake County, Indiana.

12.2 Listing of Exhibits and documents incorporated herein:

Owner's Preliminary Project Criteria

Design-Builder's Scope of Services – Phase 1

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 one hundred percent (100%) 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 <i>Per Claim/Occurrence</i> | Minimum Limits Required <i>Aggregate Policy Limits</i> | 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;

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 Thea Bowman Leadership Academy 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 Thea Bowman Leadership Academy's 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.

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 Design-Builder shall procure and provide, at its own cost and expense, for its own 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 Owner shall provide all reasonable and necessary consents, authorizations, and/or assistance requested by Design-Builder to facilitate procurement of the documents described in Section 3.2.1 and all relevant Subsections.

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

3.2.3.1 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.

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

3.2.3.3 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.

3.2.4 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. The

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 Lake County, Indiana and subject to the jurisdiction of state courts located in Lake County, Indiana.

10.3 Attorney's 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. 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.

11.2.2 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 re-procurement and defense of claims arising from Design-Builder's default.

11.2.3 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.

CONTRACT FOR PROFESSIONAL SERVICES:
PROFESSIONAL ENGINEERING CONSULTANT—
THEA BOWMAN LEADERSHIP ACADEMY

WHEREAS, Drexel Foundation for Education Excellence, Inc./Thea Bowman Leadership Academy (hereinafter, “TBLA”) wishes to employ a contractor for performance of certain professional services, specifically in the nature of professional engineering, as described more fully herein; and

WHEREAS, MECA Engineering Corporation, Inc. (hereinafter, “Contractor”), a domestic corporation incorporated in the State of Indiana, desires to perform said professional services for TBLA as an independent contractor and pursuant to the terms and conditions contained herein;

This CONTRACT FOR PROFESSIONAL SERVICES (hereinafter, “Agreement”) is entered into on this 31st day of May, 2023, and effective June 1, 2023, by and between Contractor and TBLA.

NOW, THEREFORE, TBLA and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. PERFORMANCE

It shall be the responsibility of Contractor to provide all professional services, and specifically those defined within the Scope of Service herein, within its field of expertise and capability, to TBLA as requested of Contractor by TBLA. Contractor shall complete each such task as expeditiously as reasonably possible under all of the then-existing circumstances unless otherwise instructed by TBLA.

2. SCOPE OF SERVICE

Contractor shall do, perform, and carry out in a good and professional manner the services of a Professional Engineer at the request and direction of TBLA. Specifically, Contractor shall perform a comprehensive Engineering Study pursuant to the Scope of Work attached hereto as Exhibit “A.”

TBLA shall provide Contractor written notice of additional tasks, if any, it wishes Contractor to perform. Contractor shall provide, upon request, a reasonably accurate estimate of the cost for it to complete any task, which must be approved by TBLA pursuant to its standard policies prior to commencement of the task by Contractor. Contractor shall perform all tasks requested in writing by TBLA except, or unless, Contractor immediately advises TBLA in writing of its reasons for refusing to do so. All requests for additional tasks or services must be authorized by TBLA’s Board of Directors prior to provision of any additional tasks or services by Contractor.

3. INDEMNIFICATION

Contractor shall maintain in effect a general liability and errors and omissions insurance policy in the amount of at least \$1,000,000, insuring against risk of loss and claims resulting from Contractor's conduct. Contractor shall indemnify and hold TBLA and its employees, contractors, and agents harmless from and against any claims, demands, losses, damages, and expenses (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Contractor, (ii) resulting from any claim that Contractor is not an independent contractor, (iii) resulting from a breach by Contractor of its covenants or obligations under this Agreement, (iv) related to or resulting from any negligent or intentional act performed by Contractor in the scope of performing its duties under this Contract, and/or (v) Workers' Compensation claims incurred by Contractor's employees in the course of providing services to TBLA. In no event shall TBLA be liable for any consequential, incidental, or punitive damages, losses, or expenses in any such circumstance, even if it has been advised of their possible existence.

TBLA shall similarly indemnify and hold the Contractor harmless from any claim or loss resulting from the conduct of TBLA's officials, employees, agents, or other contractors.

4. TERM AND RENEWAL OF AGREEMENT

This Agreement is made effective as of June 1, 2023 and shall remain in effect through June 1, 2024, unless it is terminated prior to that date pursuant to the provisions of Paragraph 11 of this Agreement. This Agreement may be renewed for future years as mutually agreed upon by both parties in writing.

5. COMPENSATION AND PAYMENT

Contractor shall be compensated for services as follows, and pursuant to timely submitted invoices to TBLA:

TBLA will pay Contractor the total sum of \$28,500.00 for completion of all services contemplated herein, pursuant to the cost breakdown set forth in the attached Exhibit "A."

All payments tendered to Contractor shall be made upon submission of a written invoice to TBLA. Contractor shall invoice TBLA monthly for payment in conjunction with the performance of the services, and payment to Contractor shall be pro-rated in accordance with Contractor's reasonable estimates regarding percentage of completion of the Services at the time of invoicing. Payments for services rendered shall be made in accordance with said billing. Invoices shall be deemed due upon receipt and payment shall be made within thirty (30) days after receipt by TBLA.

6. PERSONNEL

Contractor represents that it:

- A. will perform and provide all tasks and services contemplated herein; or
- B. will secure at its own expense, all personnel required for performance of services pursuant to this Agreement.

Neither Contractor nor, if applicable, Contractor's personnel, shall be considered employees of TBLA for any purpose including, but not limited to, federal and state tax withholding and benefits. TBLA will not withhold any amounts for taxes from payments made to Contractor hereunder, and it will not make any contributions or provide coverage for unemployment compensation, workers' compensation, health insurance, or any other benefits to or on behalf of Contractor. Contractor is solely responsible for payment of any self-employment and/or corporate income taxes.

All of the services required under this contract will be performed by Contractor or Contractor's personnel, unless TBLA gives written permission to Contractor to subcontract the services. TBLA shall have the right to approve all subcontractors, but such consent shall not be unreasonably withheld. All of Contractor's personnel or subcontractors shall be fully qualified and, to the extent required by law, rule, regulation or ordinance, licensed and/or permitted.

Contractor further warrants as follows with regard to the employment of personnel for performance of services as defined herein:

- A. That in the hiring of employees for the performance of work under the contract or any subcontract thereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor 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 and available to perform the work to which the employment relates;
- B. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
- C. That there may be deducted from the amount payable to the contractor by TBLA under the contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- D. That the contract may be cancelled or terminated by TBLA, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

7. REQUIRED CERTIFICATIONS AND QUALIFICATIONS

Contractor represents that all personnel assigned to provide services pursuant to this Agreement possess all necessary certifications, credentials, and qualifications to legally and effectively perform all services noted in Section 2 of this Agreement, and that they will maintain all such certifications, credentials, and qualifications throughout the duration of this Agreement. Contractor further represents that it will supply all assessment protocols and other materials needed to complete evaluations pursuant to this Agreement.

8. COOPERATION BETWEEN TBLA AND CONTRACTOR

In order for Contractor's services to be productive and effective and for TBLA to obtain the maximum benefit therefrom, there must be a mutually cooperative effort on the part of TBLA and Contractor. TBLA shall therefore provide Contractor full access to all available plans, reports, records, statements, personnel files, and other similar data relative to the task it is assigned.

Upon request, TBLA shall also provide Contractor with any reasonably necessary accommodations at TBLA's facilities which are deemed by Contractor to be essential to the provision of services.

TBLA's decisions, approvals, reviews, and responses shall be communicated to the Contractor in a timely manner so as not to delay the performance of the services. Comments, if from a committee or multiple interested entities, must be a consolidation of all comments in order to provide clear direction to the Contractor and to avoid delays.

9. PROHIBITED CONDUCT

TBLA shall not knowingly request Contractor to perform any act or service that is in violation of any state or federal law, rule or regulation, nor shall Contractor engage in any such conduct unless a waiver is first obtained from the appropriate state or federal agency. Contractor shall apprise TBLA of any and all such conduct with regard to TBLA's business as soon as it becomes aware of it.

TBLA shall have the right to prohibit Contractor from engaging in activity it deems in conflict of interest with TBLA employment pursuant to this Agreement.

10. FORCE MAJEURE

If circumstances beyond the control of TBLA administration, including but not limited to closure of facilities, schedule modifications, or operational restructuring mandated by the Board of Trustees or a state or local governmental unit in response to the current COVID-19 pandemic, prevent or preclude Contractor from being able to effectively and feasibly perform the services contemplated in this Agreement, Contractor shall be relieved from its

obligation to provide services and TBLA shall be relieved from its obligation to provide compensation for as long as said circumstances persist.

11. TERMINATION

TBLA may terminate this Agreement for any reason by giving thirty (30) days' written notice of intention to do so to Contractor. Upon receiving such notice from TBLA, Contractor shall cease performance except to the extent necessary to protect TBLA's interest in any matter. Upon receipt of such notice, Contractor shall cooperate with whomsoever TBLA nominates to take over Contractor's responsibilities. Contractor shall be paid for all variable services performed in carrying out its responsibilities after receiving notice of termination and TBLA reserves the right to obtain from Contractor any of its files or other items to which it is entitled.

Contractor may terminate this Agreement for any reason upon giving TBLA thirty (30) days written notice of intention to do so. Upon receiving written notice from Contractor, TBLA will make reasonable efforts to secure the services of another similar contractor, and Contractor will continue to provide services until such time as TBLA is able to secure the same. Contractor will be paid in accordance with this Agreement for any and all services performed for TBLA.

12. MODIFICATION AND SEVERABILITY

This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event that any portion or portions of this agreement are found to be void or voidable, such portions shall be stricken, and the remaining portions of the agreement shall be enforceable.

13. SUBCONTRACTING

Contractor may not subcontract any part of the work covered herein without prior written consent of TBLA.

14. FINES OR SANCTIONS

Contractor shall be personally responsible for paying any fines or sanction penalties which any judge, or administrative board, or administrative agency orders Contractor to personally pay by reason of actions of Contractor in violation of applicable statutes, procedural rules, rules of professional conduct, or rules of administrative entities.

15. NOTICE

Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage prepaid, to the addresses noted below:

If to TBLA:

Drexel Foundation for Excellence in Education, Inc.
Thea Bowman Leadership Academy
3401 W. 5th Ave.
Gary, IN 46406
ATTN.: BOARD PRESIDENT

With Copy To:

Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307
ATTN: Atty. Jewell Harris, Jr.

If to Contractor:

MECA Engineering Corp. Inc.
5655 Broadway
Merrillville, IN 46410

ATTN: Stephen M. Stofko,
General Manager

16. WAIVER OF CONTRACT PROVISIONS

Subject to applicable law, any right or remedy which TBLA may have under this contract may be waived in writing by the TBLA by a formal waiver, if in the judgment of the TBLA, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

However, in no event shall the making by TBLA of any payment to Contractor constitute or be construed as a waiver by the TBLA of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by TBLA while any such breach or default exists shall in no way impair or prejudice any right or remedy available to TBLA in respect to such breach or default.

17. WORK PRODUCT

Under this Agreement, all documents and other materials, including, but not limited to, files, records, pleadings, documents and exhibits received or generated by Contractor within the scope and during the course of its performance under this Agreement shall be the property of TBLA, unless otherwise agreed to by a separate written agreement executed by both parties.

18. AUDIT, INSPECTION, AND RETENTION OF RECORDS

- A. Contractor shall furnish TBLA with such information as TBLA may request relative to the progress, execution and/or cost of an assigned task. Contractor shall maintain records showing actual time, in quarter-hour increments, and cost incurred. Contractor shall permit an authorized representative of TBLA to inspect, copy, and audit all data and records of Contractor for work done in connection with this Agreement. Any and all agreements with subcontractors or Contractors employed

by Contractor shall provide for authorized representatives of the TBLA to inspect and audit all data and records for work done in connection with this Agreement.

- B. Contractor shall maintain its books, records, documents and other evidence, and use generally accepted accounting procedures sufficient to accurately reflect all costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement for five (5) years after the final payment made in connection with this Agreement.
- C. No provision of this Agreement granting TBLA a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the TBLA would have had in the absence of such provisions.
- D. Any and all written or oral information received by Contractor or any of its agents, employees, or subcontractors in regards to performance of its responsibilities under this Agreement shall, to the extent permitted by law, be considered confidential and shall not be divulged to any third party, except to the extent required to permit performance, without the prior written consent of TBLA. Contractor shall notify all of its agents, employees, and subcontractors of this provision. In addition, the original and any copy of any record, report, audit or study for which TBLA has paid Contractor shall be considered to be the sole property of TBLA, regardless of where it is maintained and also shall not be disclosed, except as required by law or Court Order, without prior consent of TBLA.

19. CONTRACTOR'S REPRESENTATIONS RELATED TO UNAUTHORIZED ALIENS

- a. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- b. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- c. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- d. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.

- e. IC 22-5-1.7-5 “Political subdivision” As used in this chapter, “political subdivision” has the meaning set forth in IC 36-1-2-13.
- f. IC 22-5-1.7-6 “Public contract for services” As used in this chapter, “public contract for services” means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- g. IC 22-5-1.7-9 “Unauthorized alien” As used in this chapter, “unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- h. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - 1) the public contract contains:
 - a) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - b) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - c) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - 2) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - a) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - b) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - c) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- i. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - 1) does not knowingly employ or contract with an unauthorized alien;

and

2) has enrolled and is participating in the E-Verify program.

- j. Affidavit by Contractor. By execution of this contract, Contractor affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.
- k. Contractor further hereby certifies that it is not engaged in investment activities in Iran, per I.C. 5-22-16.5-13.
- l. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by TBLA.

20. ADDITIONAL TERMS

- A. This Agreement, consisting of 10 pages, embodies the total agreement of the parties, and there are no other promises, terms, conditions or obligations, other than those imposed by law, regarding the subject matter of this Agreement other than those contained herein.
- B. All signatories state and affirm that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any been sought by or for any signatory to this Agreement.
- C. TBLA acknowledges and affirms that it has the requisite authority from its Board to enter into this binding Agreement, and is expressly authorized to pay Contractor in accordance with the terms stated herein.
- D. This Agreement shall be interpreted and enforced under the laws of the State of Indiana.
- E. An accurate photocopy of this Agreement as executed shall be as enforceable and binding and admissible as evidences in any administrative, arbitration or judicial proceeding as the original.
- F. The words "Contract" and "Agreement" are used interchangeably in this Agreement, where used, refer to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their behalf by their proper officers or officials this _____ day of _____, 2023.

**CONTRACTOR:
MECA ENGINEERING CORP., INC.**

**DREXEL FOUNDATION FOR
EXCELLENCE IN EDUCATION, INC /
THEA BOWMAN LEADERSHIP ACADEMY**

By: _____
Stephen M. Stofko,
General Manager

By: _____
Board President

By: _____
Board Secretary



MECA Engineering Corporation

5655 Broadway, Merrillville, IN 46410 ▪ T: (219) 962-1011 ▪ F: (219) 962-3969 ▪ www.mecaengineering.com

May 25, 2023

Thea Bowman Leadership Academy

3401 West 5th Avenue
Gary, IN 46402

c/o: **Mr. Nick Snow**
Harris Law Firm, P.C.
11410 Broadway
Crown Point, IN 46307

Subject: **2023 Engineering Study**

MECA Agreement No.
23-0516

At the request of Thea Bowman Leadership Academy (Client), MECA Engineering Corporation (MECA) respectfully submits a agreement for an Engineering Study for the property located at 3401 West 5th Avenue and additional adjoining property to be acquired (Site Location). We appreciate the opportunity to provide an estimate for quality professional services to you and look forward working with you on this and future projects.

Statement of Understanding

MECA understands Client currently owns a 19.26± acre parcel located at 3410 West 5th Avenue (Parcel # 45-08-06-403-002.000-004) in Gary, Indiana upon which it operates a Charter School. Client's school operations and safety are the utmost priority for any work to be done on-site. Client is seeking to acquire property from National Road Safety Foundation, Inc. (Parcel #s 45-08-06-327-002.000-004 – 14.3± acres and 45-08-06-327-001.000-004 – 14.9± acres) directly to the west of Client's property. Additionally, Client is working with the City of Gary to create a Memorandum of Understanding to acquire rights to a portion of the property located at 737 Clark Road (Parcel # 45-08-06-376-001.000-004).

This agreement is based upon the understanding that Client is considering multiple site improvements including building additions, football field, and other school amenities. Upon collecting the necessary survey-related information, through the course of several meetings with Client, an engineering study including a Plat of Survey, Existing Conditions Plan, Concept Plan and Engineer's Opinion of Costs will be provided.

Scope of Services

I. Boundary and Topographical Survey

1. MECA in association with Glenn Kracht Associates (GKA) will perform a Boundary Survey of the existing school property in accordance with Indiana Rule 12 under the supervision of a Professional Land Surveyor Licensed in the State of Indiana.
2. MECA will collect topographical data for the Site Location (including portions of the parcels to be acquired by Client) and create a topographical map with contours at one-foot intervals.
3. Prior to commencement of field work, MECA will contact Indiana Underground Plant Protection Systems (IUPPS – Indiana 811) in order to obtain utility locations for the Site Location.
4. MECA will collect locations, elevations, sizes and pertinent data for storm sewer, sanitary sewer water main and utilities at the Site Location.
5. MECA will coordinate with a Soil Scientist to be contracted directly by Client to obtain a wetland delineation for the Site Location. Based upon information obtained from the National Wetland Inventory Maps (Exhibit 'A') there are a substantial amount of wetlands on the parcels directly west of the existing TBLA school.
6. MECA/GKA will prepare a Plat of Survey for the subject parcels at the Site Location (1 drawing) to be certified by a Professional Land Surveyor licensed in the State of Indiana.
7. MECA will prepare an Existing Conditions Plan of the Site Location based upon field data collected and available information from government agencies.

II. Engineering Study

1. MECA will prepare a Concept Plan to depict the following:
 - a. Proposed Improvement Locations
 - b. Parking Lots and Drive Aisles
 - c. Utilities Poles, Manholes, Fire Hydrants, and other Above-Ground Utilities
 - d. Stormwater features such as ponds, swales, detention basins, etc.
 - e. Surrounding Right-of-Way with features such as roads, sidewalks, etc.
2. MECA will prepare basic drainage calculations for the conceptual plan in order to determine rough pond sizing and general detention areas.
3. MECA will meet with Client through a series of meetings in order to incorporate Client's proposed improvements, refine the plans to illustrate the concepts, and determine the safest, most cost-effective, and viable plan in order to determine cost estimates. MECA anticipates four (4) meetings through this process.
4. MECA will prepare an Engineering Study including the following:
 - a. Plat of Survey for existing Client property
 - b. Existing Conditions Plan
 - c. Concept Plan depicting proposed improvement locations, conceptual drainage, etc.
 - d. Engineer's Opinion of Cost for each proposed improvement
 - e. Report to be certified by a Professional Engineer licensed in the State of Indiana

Compensation

MECA Engineering Corporation will provide services upon receipt of signed agreement from Client. MECA proposes to provide the above-stated services for the following estimated fees:

| | |
|---|---------------------|
| I. Boundary and Topographic Survey | \$ 13,500.00 |
| II. Engineering Study | \$ 15,000.00 |
| Total: | \$ 28,500.00 |

MECA anticipates field work to commence within five (5) business days of receipt of signed agreement. Schedule to be based upon Client coordination with review meetings. MECA will invoice the Owner monthly for services performed. All services provided under the agreement will be performed in accordance with MECA Engineering Corporation's General Terms and Conditions, and additional services may be provided under attached the Schedule of Rates dated May 1, 2023, which are incorporated into this agreement by reference.

Acceptance

MECA appreciates the opportunity to provide services and looks forward to working with you on this and future projects. To indicate acceptance of this agreement, return one executed copy of this agreement to our office within thirty days.

Client:

Authorized Signatory

Date

Printed Name

Title

Consultant:

MECA Engineering Corporation



May 25, 2023

Authorized Signatory

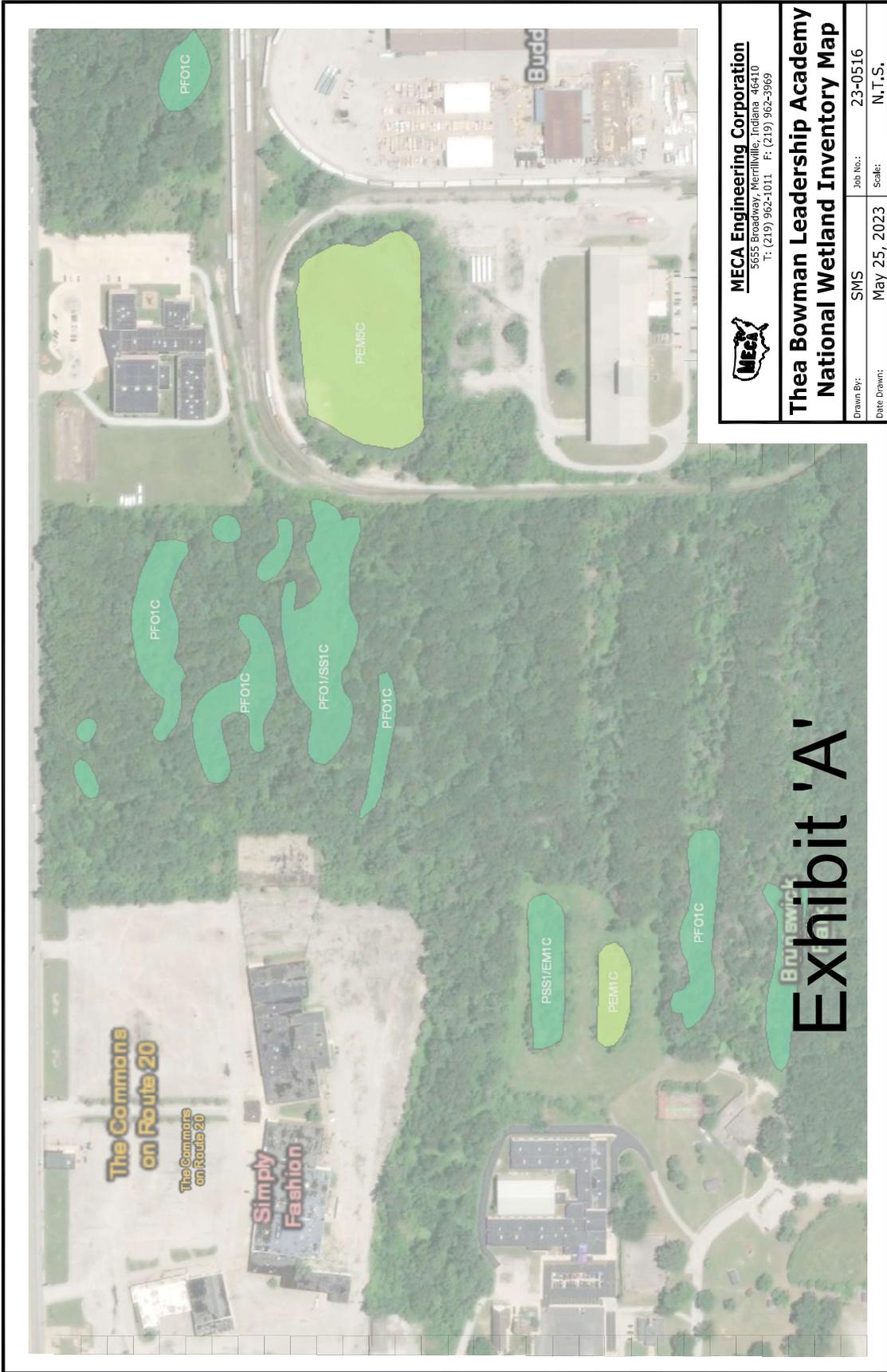
Date

Stephen M. Stofko

Vice-President / General Manager

Printed Name

Title



MECA Engineering Corporation
 5655 Broadway, Merrillville, Indiana 46410
 T: (219) 962-1011 F: (219) 962-3969



**Thea Bowman Leadership Academy
 National Wetland Inventory Map**

| | | | |
|-------------|--------------|----------|---------|
| Drawn By: | SMS | Job No.: | 23-0516 |
| Date Drawn: | May 25, 2023 | Scale: | N.T.S. |

Exhibit 'A'

Thea Bowman Leadership Academy Facilitation Proposal

To: Eve Gomez
From: Brad Balch
Re: Proposed Facilitation
Date: May 15, 2023

Thank you for the opportunity to submit a proposal for facilitation planning on June 3, 2023. My first consultation for strategic planning occurred in 2001, assisting an Indiana school district with a five-year plan. Since that time, I've had the privilege of supporting strategic planning and board-administrator team consultation for more than 70 Indiana school districts. I've also provided strategic planning consultation to a museum, Indiana's oldest symphony, universities in Indiana and Illinois, county not-for-profits and the Indiana School Boards Association.

Over the past 22 years, I've authored and presented frequently on issues related to strategic planning and effective governance. Recently, I co-authored a book with Michael Adamson for school boards and superintendents entitled, *Building great school board-superintendent teams: A systematic approach to balancing roles and responsibilities*. Part of the book is dedicated to strategic functions, team effectiveness and best-practice governance principles. I would anticipate using the cornerstones of these sections to guide our work. I believe my prior experience as a principal, superintendent and school board member would further enhance my ability to provide sound consultation and facilitation.

The following details services and expenses for facilitation.

Breakfast Begins at 8:30 a.m. A Single Meeting of 6-7 Hours in Length with the Board – Possibly 9:00 – 3:00 p.m. or 9:00 – 4:00 p.m.

Preplanning as needed
6 hours of round-trip travel
6-7 - hour meeting
329 miles round trip
Total: \$2,200

Thank you for the opportunity to submit a proposal for consultation with your district.

Bradley Balch
4512 Leopard Road
Terre Haute IN 47802
Email: brad.balch@indstate.edu or Cell: 812-870-4634

TBLA- Facility Grant Projects 22/23/24 SY



| Project Reference | Project Type | Grant Award | % Complete | Status | Detail Status | Funding Source | Expenditure Deadline | Duration | Start | Finish | Assigned To | Comments | |
|-------------------|--------------|---|----------------|--------|---------------|----------------------------|----------------------|----------|-------|----------|-------------|-------------------|-------------------------------------|
| 1 | TBLA2301 | Lease Portables | \$478,613.00 | 100% | Complete | Complete | ESSER II | 09/30/23 | 1d | 04/05/23 | 04/05/23 | Antoinette Troupe | Complete |
| 2 | TBLA2302 | Install Portables | \$281,362.00 | 100% | Complete | Complete | ESSER II | 09/30/23 | 2d | 04/06/23 | 04/07/23 | Antoinette Troupe | Complete |
| 3 | TBLA2303 | HVAC Replacement - Library | \$55,641.00 | 100% | Complete | Complete | ESSER II | 09/30/23 | 1d | 04/06/23 | 04/06/23 | Antoinette Troupe | Complete |
| 4 | TBLA2304 | HVAC Replacement - Sever Room | \$8,621.00 | 100% | Complete | Complete | ESSER II | 09/30/23 | 1d | 04/05/23 | 04/05/23 | Antoinette Troupe | Complete |
| 5 | TBLA2305 | Repair Damaged Stairs | \$7,000.00 | 10% | In Progress | Quote Requested | ESSER II | 09/30/23 | 1d | 09/30/23 | 09/30/23 | Antoinette Troupe | OPS Manager requested quotes. |
| 6 | TBLA2306 | Playground Expansion 1 | \$76,868.00 | 10% | In Progress | Awaiting Vendor Scheduling | ESSER II | 09/30/23 | 1d | 09/30/23 | 09/30/23 | Antoinette Troupe | Awaiting install dates from vendor. |
| 7 | TBLA2307 | Playground Expansion 2 | \$90,000.00 | 10% | In Progress | Awaiting Vendor Scheduling | ESSER II | 09/30/23 | 1d | 09/30/23 | 09/30/23 | Antoinette Troupe | Awaiting install dates from vendor. |
| 8 | TBLA2308 | Security Cameras 1 | \$100,000.00 | 0% | Not Started | Not Started | ESSER II | 09/30/23 | 1d | 09/30/23 | 09/30/23 | Antoinette Troupe | |
| 9 | TBLA2309 | General HVAC Repairs | \$133,535.43 | 0% | Not Started | Not Started | ESSER II | 09/30/23 | 1d | 09/30/23 | 09/30/23 | Antoinette Troupe | |
| 10 | TBLA2401 | Security Cameras 2 | \$50,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | |
| 11 | TBLA2402 | Expansion: 6 Classrooms | \$3,750,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 12 | TBLA2403 | Expansion: 2 Staff Restrooms | \$75,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 13 | TBLA2404 | Expansion: 5 Offices | \$225,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 14 | TBLA2405 | Expansion: Additional Space Media | \$415,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 15 | TBLA2406 | Expansion: Additional multi-use space | \$1,650,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 16 | TBLA2407 | Expansion: 4 Student restrooms | \$1,000,000.00 | 0% | Not Started | Not Started | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Contractor contract negotiations. |
| 17 | TBLA2408 | Girls/Boys Locker Room Partition Replacements | \$4,488.00 | 10% | In Progress | Quote Requested | ESSER III | 09/30/24 | 1d | 09/27/24 | 09/27/24 | Antoinette Troupe | Awaiting vendor quotes. |

| Vendor | Price | Type | Link | Year | Miles | Stock | | | |
|----------------------|---------------|-------------------------|------------------------------------|------|-----------|-------------------|---|------------------|---------------|
| | | | | | | | American Bus 1 (\$82,000.00); Capacity: 30 passengers Make: Chevy Year: 2019 Mileage: 40,000-60,000 Pros: Lower initial cost than some other options on the list. Smaller capacity could be more suitable for smaller groups or routes. Cons: Limited passenger capacity may not be ideal for larger groups or routes. Limited information available on the bus's condition. | | |
| American Bus | \$ 82,000.00 | 30 Passenger | Chevy | 2019 | 40-60,000 | 5 in June or July | | | |
| IC/Collins | \$ 97,966.00 | 39 Passenger | Cummins | 2020 | | 4 Coop Purchasing | | | |
| | | | | | | | American Bus 2 (\$95,000.00); Capacity: 70 passengers Make: Blue Bird Year: 2019 Mileage: 30,000-40,000 Pros: High passenger capacity may be ideal for larger groups or routes. Low mileage for its year could indicate good condition and longevity. Cons: Higher initial cost compared to some other options on the list. Limited information available on the bus's condition. | | |
| American Bus | \$ 95,000.00 | 70 Passenger | Blue Bird | 2019 | 30-40,000 | 5 in June | | 70 Passenger Avg | \$ 79,000.00 |
| | | | | | | | American Bus 3 (\$90,000.00); Capacity: 70 passengers Make: Thomas Saf Year: 2019 Mileage: 40,000-50,000 Pros: High passenger capacity may be ideal for larger groups or routes. Low to medium mileage for its year could indicate good condition and longevity. Cons: Higher initial cost compared to some other options on the list. Limited information available on the bus's condition. | | |
| American Bus | \$ 90,000.00 | 70 Passenger | Thomas Saf | 2019 | 40-50,000 | 8 in August | | Shuttle Average | \$ 193,000.00 |
| | | | | | | | American Bus 4 (\$60,000.00); Capacity: 70 passengers Make: Thomas Saf Year: 2015 Mileage: 63,112 Pros: Lowest initial cost on the list. Potentially more affordable to maintain due to older age. Cons: High mileage and older age could indicate potential for more maintenance issues. Limited passenger capacity may not be ideal for larger groups or routes. | | |
| American Bus | \$ 60,000.00 | 70 Passenger | Thomas Saf | 2015 | 63,112 | 1 Current | | | |
| | | | | | | | American Bus 5 (\$75,000.00); Capacity: 70 passengers Make: Blue Bird Year: 2017 Mileage: 30,000-40,000 Pros: Relatively low mileage for its year could indicate good condition and longevity. High passenger capacity may be ideal for larger groups or routes. Cons: Higher initial cost compared to some other options on the list. Limited information available on the bus's condition. | | |
| American Bus | \$ 75,000.00 | 70 Passenger | Blue Bird | 2017 | 30-40,000 | 1 Current | | | |
| | | | | | | | American Bus 6 (\$75,000.00); Capacity: 70 passengers Make: Thomas Saf Year: 2017 Mileage: 40,000-60,000 Pros: Relatively low to medium mileage for its year could indicate good condition and longevity. High passenger capacity may be ideal for larger groups or routes. Cons: Higher initial cost compared to some other options on the list. Limited information available on the bus's condition. | | |
| American Bus | \$ 75,000.00 | 70 Passenger | Thomas Saf | 2017 | 40-60,000 | 2 Current | | | |
| Ecoach 38 Passenger | \$ 115,000.00 | Van | Ecoach | 2023 | 1-1000 | 1 Current | | | |
| Collins 14 Passenger | \$ 115,000.00 | Van | Collins | 2023 | 1-1000 | 2 in May/June | | | |
| American VIP | \$ 135,000.00 | Shuttle | American VIP | 2024 | 1-1000 | 2 in May/June | | | |
| American VIP Pro | \$ 140,000.00 | Shuttle | American VIP Pro | 2024 | 1-1000 | 2 in May/June | | | |
| American VIP Pro | \$ 170,000.00 | Shuttle | American VIP | 2024 | 1-1000 | 2 in May/June | | | |
| American VIP Elite | \$ 240,000.00 | Shuttle | American VIP Elite | 2024 | 1-1000 | 2 in May/June | | | |
| Ecoach 38 Passenger | \$ 280,000.00 | Shuttle | Ecoach | 2023 | 1-1000 | 2 in May/June | | | |

