

**REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES
FOR THE TOLLESTON OPPORTUNITY CAMPUS**

Pursuant to this Request for Proposals (“RFP”), The BOYS AND GIRLS CLUB OF NORTHWEST INDIANA, INC., an Indiana nonprofit corporation (“Club”), CROSSROADS YOUNG MEN’S CHRISTIAN ASSOCIATION, INC., an Indiana nonprofit corporation (“YMCA”), and METHODIST HOSPITALS (together the “Tolleston Joint Venture”) are seeking formal proposals from experienced construction management firms for the purpose of providing Construction Manager as Constructor (CMC) services for the “Tolleston Opportunity Campus” project (“the Campus Project”). The awarded contract will include the services for the Campus Project as outlined below.

GENERAL OVERVIEW

This RFP is to result in the award of a contract for development of the Campus Project, which is funded with federal grant money associated with the Inflation Reduction Act (“IRA”) as issued by the State of Indiana through the Indiana Economic Development Corporation’s READI program. As such, and as set forth herein, this RFP and any resulting contract are subject to certain federal and state statutory and regulatory obligations.

The Tolleston Joint Venture will procure all relevant services in adherence with the requirements set forth in 2 CFR § 200.317 *et seq.* The Tolleston Joint Venture reserves the right to (a) reject any or all proposals without explanation, (b) waive technicalities or irregularities, (c) request additional information from any Proposer (including a list of client references), (d) withdraw this RFP at any time, (e) make such selection deemed in its best interest (in the Tolleston Joint Venture’s sole and exclusive discretion), and/or (f) make multiple or partial awards. The award of the contract(s) will not necessarily be made to the organization offering the lowest price. The issuance of this RFP does not imply that the Tolleston Joint Venture is making an offer to conduct, expand, or terminate business with any Proposer. Your preparation and submission of a response does not commit the Tolleston Joint Venture to award the business to any Proposer even if all the requirements are met.

SCOPE OF SERVICES. The selected Proposer(s) will provide the Tolleston Joint Venture with the following services:

Project Description:

The Tolleston Opportunity Campus Team intends to construct a new YMCA facility partner space, along with a remodeled facility for the Boys and Girls Club, at the current site of the Boys and Girls Club of Greater Northwest Indiana – Gary Club. This new and updated facility will be located at 2700 West 19th Avenue, Gary, IN 46404 (Parcel Number 45-08-08-306-004.000-004/ Local Parcel Number 001-25-47-0161-0011) on an 11.90-acre parcel and consists of the modified and remodeled structure on site (approx. 43,000 square feet to remain) with an additional 80,000 square feet of new space composed of a common entrance/ lobby, administrative offices, community room, early

learning classrooms, fitness center, gymnasium, suspended track, natatorium, gymnastics, instructional studios, youth activity spaces, teaching kitchen, locker room, and health care partner space.

The estimated project budget including all professional services, contingency, and FFE is 30,000,000 - \$42,500,000 dependent on funding.

Project Scope Outline

The proposed scope of services is provided in the Appendix of this RFP (Triangle2 Solutions Conceptual Plan).

Scope of Services

CMC services for the Campus Project will begin immediately upon selection and will include, but not be limited to, design review and pre-construction services, participation in the development of the budget and updated construction cost estimates, participation in preparing construction schedule (including identification of significant milestones for completion of the Work), prequalification of subcontractors to perform the required Work, construction, and close-out phases of the Campus Project. All Work on the Campus Project will be performed with prequalified subcontractors. CMC services will be defined in an agreement with the Tolleston Joint Venture; the form of agreement, including general conditions of the construction, are provided in the Appendix of this RFP. The scope of the selected CMC firm's services will include, but may not be limited to the following:

A. Pre-Construction Services

1. Participate in regularly scheduled design progress meetings with the Architect, the various consultants, and the Tolleston Joint Venture. The CMC shall provide ongoing input with respect to constructability, construction costs, material selection/evaluations, construction duration and phasing, sequence of construction, other scheduling services, along with construction means and methods.
2. Coordinate/participate in meetings with the Tolleston Joint Venture and Architect, utility companies, and regulatory agencies to expedite the design/permit process.
3. Identify and detail for construction phasing and scheduling that will minimize interruptions to existing operations of the Club.
4. Facilitate long-lead procurement studies and initiate procurement of long-lead items.

5. Develop comments, suggestions, and cost models (estimates) throughout the phases of design, in close coordination with the design team.
6. Develop constructability and value engineering suggestions throughout the phases of design considering different design/material/life cycle elements.
7. Manage the effort of the development of potential subcontractor bidders' lists.
8. Develop a detailed, open book cost model and updates based on interim submittals for the Guaranteed Maximum Price (GMP) based on the nearly complete Construction Documents.

B. Construction Services

1. Coordinate with the Tolleston Joint Venture, the Architect, and other stakeholders, as necessary.
2. Arrange for procurement of materials.
3. Schedule and manage construction operations.
4. Bid, award (with Tolleston Joint Venture's input, per Indiana law) and manage all construction related contracts.
5. Provide quality control.
6. Bond and insure the construction per Indiana law and the Contract Documents.
7. Address all construction-related permitting requirements.
8. Provide prevailing wage reporting/accounting.
9. Maintain safe work site.
10. Provide closeout documentation (final wage reports, lien releases, O&M manuals, as-builts, etc.)

Project Plan

The project plan is provided in the Appendix of this RFP.

PROPOSAL REQUIREMENTS. The Proposer in its proposal shall include the following (including the appropriate section number):

Each proposal submitted in response to this RFP must include the following:

Section 1 – Executive Summary

Provide a brief summary explaining the highlights of your team and your approach to the construction process.

Section 2 -- Organization, Size, Structure

The Proposer should describe its organization in terms of the following:

- Describe the CMC Firm and proposed CMC Team in more detail, building from the Executive Summary – i.e., in-house, full-time employees and in-house professional disciplines. Include consultants to be used for the Campus and the firm’s experience with each on past projects.
- Capacity of CMC Firm and CMC Team to provide the required CMC services for the Campus. Include a list of current projects and the status of each and relevant information (i.e., budget, type of work, stage of completion, committed staff and consultants). Include percentage (%) of time available of key staff, to be committed to the Campus Project.
- Note geographic distribution of key staff and the suitability of this distribution for projects of this size and complexity.
- Organizational Diversity metrics, as well as local supplier and subcontractor involvement.
- Indicate if your organization qualifies as a Disadvantaged Business Enterprise (DBE) (as defined in 40 CFR § 33.103)
- Indicate if your organization qualifies as a Women’s Business Enterprise (as defined in 13 C.F.R §§ 127.100) or a Minority-owned Business.

Please include a copy of the Equal Opportunity/Affirmative Action Policy and DEI statement, if available. The Tolleston Joint Venture encourages the participation of businesses owned by Minorities, Females and Persons with Disabilities in the implementation and execution of all projects, either on a direct basis or through subcontracting efforts.

Please confirm whether you are aware of any actual or apparent conflict of interest arising from this proposed engagement (including any conflicts described in 2 CFR § 200.318(c)).

Section 3 – Team

Confirm that your firm is licensed to practice General Contractor services in the state of Indiana, Lake County, Indiana and the City of Gary, Indiana.

Provide an organization chart for your proposed team. Include delegation of responsibility and interaction points with the leadership, your subconsultants and independent consultants.

Provide a 1-page resume for each team member summarizing their experience and qualifications.

CMC Team's (and consultants') professional licenses and certifications to perform the services and Work required for the Campus Project.

CMC Firm's project team qualifications/credentials/experience/education; provide bios for the Campus Project Executive/Project Manager, Project Administrator (Site Level), and Construction Technical Staff (Estimating, Budgeting, Scheduling) only. Limit bios to one page in length.

Section 4 – Firm Experience

The Proposer should describe its qualification and experience related to the areas outlined in the RFP's scope of services. In particular, please describe your experience on five (5) similar projects completed in the last five (5) years.

Include the following information:

- CMC Firm's relevant community & wellness center experience within recent history.
- Document length of time practicing this profession.
- CMC Firm's campus project experience with CMC delivery method on projects in excess of \$30,000,000 in construction costs.
- Previous collaborations of the CMC team members on any projects type, sample projects on which a significant number of individual team members have collaborated previously.
- Provide representative campus project experience detailed information. Provide detailed project information including project name, project location, project completion year, project owner, owner contact name, owner contact phone number/ email, brief description of the project and its relevance to this RFP, firm(s) from team associated with project and their role on the project, construction cost, and project size. Up to five (5) projects may be listed from members of the project team.
- Examples of successful campus projects that received federal funds and met federal funding guidelines and criteria.

- General overview
- Identify any of the projects that used Construction Manager as Contractor project delivery method.
- Project size – Building Area and Construction
- Timeline for project delivery/ certificate of occupancy will be August 2026.

Section 5 – Approach

Design

- Describe your understanding of the Campus Project and the planned approach to achieve the goals of the Project.

Schedule

- Please describe your approach to maintaining a Campus Project schedule.

Budget Control

- How will your firm aid in controlling scope growth during contract performance?

Quality Control

- Describe your firm’s quality control process for Construction Management as Constructor.

Sub-Contractors

- List all of your proposed Sub-contractors and describe the scope of work for each one.
- Provide a list of campus projects you have worked on in the past five (5) years with each sub-contractor and, if applicable, highlight any projects that were the recipient of federal funding or assistance.

Section 6

- Explain why you believe your firm is the most qualified firm to provide the requested services for this Campus Project.

Section 7 – Price Proposal

Provide proposal pricing to address all elements of the work identified in the RFP with an individual line item breakdown. Proposers are required to use the price schedule included in the appendices to this RFP. Any contracts will be awarded on a fixed price basis to include all work set forth in this RFP. In order to form the basis for contract award, proposed pricing must be deemed fair and reasonable.

Section 8 -- Insurance

1. Obtain and maintain professional liability insurance covering the services provided by the firm for the Campus Project. Such insurance shall provide minimum coverage of two million dollars (\$2,000,000.00) per claim, with an aggregate amount payable of not less than \$2,000,000.00. The insurance shall be maintained for at least twenty-four (24) months after Substantial Performance of the work has been achieved, or the policy shall be endorsed to allow for twenty-four (24) months claim reporting period after Substantial Performance of the work.
2. Obtain and maintain commercial general liability insurance covering the services provided by the consultants for the Campus Project. Such insurance shall provide minimum coverage of five million dollars (\$5,000,000.00) between commercial general liability and commercial umbrella liability policies per occurrence. Commercial General Liability must include Additional Insured, Primary Non-Contributory, Per Project Aggregate and Waiver of Subrogation in favor of Boys and Girls Club of Northwest Indiana, Crossroads Young Men's Christian Association and Methodist Hospitals. The insurance shall be maintained for at least twenty-four (24) months after Substantial Performance of the work has been achieved, or the policy shall be endorsed to allow for a twenty-four (24) month claim reporting period after Substantial Performance of the work.
3. Require all licensed vehicles operated on the Campus Project site to be insured for third party automobile liability with minimum coverage of five million dollars (\$5,000,000.00) on a combined single limit between the commercial auto liability and commercial umbrella liability policies. Must include Additional Insured and Waiver of Subrogation in favor of Boys and Girls Club of Northwest Indiana, Crossroads Young Men's Christian Association and Methodist Hospitals.
4. Ensure that all of the Firm's employees working on the Campus Project are covered by workers' compensation insurance with a minimum of one million dollars (\$1,000,000.00) on Employer's Liability. Must include Waiver of Subrogation in favor of Boys and Girls Club of Northwest Indiana, Crossroads Young Men's Christian Association and Methodist Hospitals.
5. The Firm agrees that it will not cancel, materially alter, cause, or allow the insurance coverage required under this Agreement to lapse without giving 30 days' prior written notice to the Client.
6. If the Client requests at any time during the term of this Agreement, the Firm must submit to the Client a certificate of insurance for itself evidencing the required insurance.

Demonstrate CMC Firm's bonding capacity as evidenced by a recently dated letter from the CMC Firm's surety agent listing current available bonding capacity, as well as total maximum bonding capacity. The letter should also state the surety agent's commitment to provide the required payment and performance bonds for the CMC Agreement if the CMC Firm is determined to be the firm that will provide the best value for the Campus Project.

Section 9 -- Debarment or Suspension

Confirm that neither your organization nor any individual employee has been debarred or suspended from or ineligible for participation in Federal assistance programs.

Section 10 -- Contact Information

The Proposer should include the name, title, mailing address, email address, and telephone number for the primary point of contact of the Proposer.

Section 11 -- Appendices and Attestations

All responses must be signed by an individual authorized to legally represent the organization, and include the following attachments:

- a. Attachment A – Federal Contract Provisions
- b. Attachment B – Byrd Anti-Lobbying Certification
- c. Attachment C – Certification of Diligence, Accuracy, and Completeness
- d. Attachment D – Certificate of Independent Price Determination
- e. Attachment E – Contract Termination Provisions

PROPOSAL SUBMISSION INSTRUCTIONS

This RFP obligates each firm to respond with their written proposal hand delivered with a time stamped receipt requested on or before 12PM Noon CST on 05/31/2024 by submitting **six (6) paper copies and one (1) electronic copy in PDF format to:**

Robin Tien, CFO
Crossroads YMCA
9801 Connecticut Drive, Suite 150
Crown Point, IN 46307

All materials submitted will become property of the Tolleston Joint Venture and will not be returned to the proposing firms. The Tolleston Joint Venture reserves the right to accept or reject any proposal for any reason at its sole and absolute discretion.

The Tolleston Joint Venture creates no obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer. The Tolleston Joint Venture shall not be obligated by this RFP to enter into a contract with any party unless the parties have fully negotiated such agreements in writing, been fully approved by the Tolleston Joint Venture and executed by both (or all) parties.

The Tolleston Joint Venture assumes no responsibility or liability for any expenses incurred by the selected or prospective firms, in connection with the preparation or delivery of a response, requested interview or any action related to the process of completing and submitting a response to this RFP.

Anticipated Timeline

RFP Process and Schedule	
Milestone	Date
Release of RFP	05/03/2024
Proposer Questions Due to Tolleston Joint Venture	12PM Noon CST on 05/17/2024
The Tolleston Joint Venture answers all Proposer Questions	05/20/2024
RFP Proposals Due to Tolleston Joint Venture	12PM Noon CST on 05/31/2024
RFP Scoring Completed by Tolleston Joint Venture	06/3/2024
Potential Interviews (as determined by Tolleston Joint Venture)	Week of June 17 th 2024
Selection Decision	06/24/2024

Tolleston Joint Venture reserves the right to modify any or all of the above dates.

QUESTIONS AND CONTACT INFORMATION

If you have any questions concerning this RFP, please contact Robin Tien at rtien@crymca.org no later than **12pm Noon CST on 05/17/2024**. Proposers are prohibited from contacting any other Tolleston Joint Venture, partners, employees, or vendors or consultants of its funders (City of Gary, Dean and Barbara White Foundation, and Northwest Indiana Forum) about this RFP. Only written questions submitted to Tolleston Joint Venture will be entertained and will receive response(s) in writing. Failure to adhere to this requirement will be grounds for disqualifying your proposal. If appropriate, the question (without identification of the questioner) and its answer will be posted to our website for clear and consistent communication. Each Proposer is responsible for requesting further explanation, by the date noted above, if they do not fully understand or believe the information contained herein could be interpreted in more than one way. The Tolleston Joint Venture shall have no obligation to correct, nor bear any responsibility for errors (whether by commission or omission), ambiguity, or inconsistency in this RFP.

Reference Documents:

Selected reference documents include Triangle2 Solutions Conceptual Plan and Tolleston Campus Plan and should be relied upon and considered a part of this RFP.

Rights of Tolleston Joint Venture:

The issuance of this RFP constitutes only an invitation to present a proposal. The rights reserved by owner, Tolleston Joint Venture, which shall be exercised in its sole and absolute discretion, include without limitation the right to:

1. Require additional information from one or more Respondents to supplement or clarify the Proposals submitted.

2. Conduct investigations with respect to the qualifications and experience of each Respondent including but not limited to checking references provided.
3. Visit and examine any of the facilities referenced by the Respondents to observe and inspect the operations at such facilities.
4. Waive any defect or technicality in any Proposals received.
5. Eliminate any Respondent that submits an incomplete or inadequate Proposal or is deemed not responsive to the requirements of the RFP.
6. Supplement, amend, or otherwise modify this RFP, prior to the date of submission of the Proposals.
7. Issue one or more amendments to this RFP extending the due date for the Proposals and Interviews.
8. Receive questions concerning this RFP from Respondents and to provide such questions, and the responses, to all Respondents.
9. Cancel this RFP in whole or in part with or without substitution of another RFP if determined to be in the best interest of the Tolleston Joint Venture.
10. Take any action affecting the RFP process of the Campus Project that would be in the best interest of the Tolleston Joint Venture
11. All proposals and other documentation submitted in response to this RFP will not be returned by the, Tolleston Joint Venture will become property of the Tolleston Joint Venture , subject to disclosure under the Freedom of Information Act.

RFP Proposals-Required Format and Information:

A. Proposal Format

All electronic proposals must be submitted electronically in PDF format to rten@crymca.org. The Tolleston Joint Venture is not responsible for electronic files that cannot be opened or corrupted files. If files cannot be opened, the Tolleston Joint Venture reserves the right (but does not have the obligation) to contact the Proposer and take reasonable measures to receive an openable file. Submissions must not be password protected or have any type of restriction applied to the file or contents. By submitting information, the Proposer represents that they have read and clearly understand this RFP and are capable of providing the required services.

B. RFP Required Information

Provide the following information for consideration by the Tolleston Joint Venture as part of the evaluation of Respondent's Proposal.

1. Proposed Project Team:

- a. Provide an organizational chart of the proposed team for the Campus Project ("CMC Team"), including any key consultants.
- b. Provide a description of the CMC Team's roles and responsibilities during the Preconstruction and Construction Phases. Identify consultants (if any) to be used for the Campus Project and the firm's experience with each of these individuals on past projects.
- c. Provide any relevant CMC Team's (and consultants') professional licenses and certifications to perform the services and Work required for the Campus Project.
- d. Provide CMC Team's bios (i.e., qualifications / credentials / experience / education).

2. Project Approach: Using the project schedule provided in the Appendix, provide the following information.

- a. Preconstruction phase staffing plan.
- b. Construction phase staffing plan.
- c. Preliminary schedule analysis for completion of construction.
- d. Bid package preferences.
- e. A site logistics plan.
- f. A narrative regarding your plan for encouraging diversity and inclusion among the subcontracted and/or self-performed work.
- g. Identify any concerns with the Tolleston Joint Venture schedule and provide solutions to achieve the project goals.
- h. Provide any other information that may distinguish your firm's approach to delivering the Project.

3. Price Proposal: Use the attachments found in the Appendix to submit your Price Proposal.

EVALUATION CRITERIA

A. Evaluation Procedure and Criteria. The Tolleston Joint Venture will review proposals against certain criteria, including:

- a. First-tier evaluation metrics: responsiveness to RFP, prior relevant experience, technical competence, price reasonableness (including compliance with 2 CFR § 200.459), and depth and breadth of team experience.
- b. Second-tier evaluation metrics: proposed approach to scope of work, DBE status and diversity of proposed team, interviews (if conducted), and potential reference checks following interviews.

All responses must be presented economically and efficiently. The Tolleston Joint Venture may request a meeting with the proposed team as part of the selection

process. The Tolleston Joint Venture's decisions regarding this RFP will be final and not subject to review.

Proposals will be reviewed for completeness and qualifications. Final selection of a firm or individual for contract negotiations will be made on the basis of the following criteria:

Relevant Experience (25%)

Demonstrated experience in the design and construction of fitness and childcare facilities, particularly campus projects that are comparable in size and scope of the proposed. The evaluation will also include the individual experiences of each key team member.

References (25%)

Provide three (3) written letters of reference from clients from similar campus projects to consider budget control, cost overruns, schedule, and completion dates. Include contact information for the references in the event, the evaluation team wishes to make further inquiries.

Project Management (15%)

Demonstrated clear timeline, including completion of all key milestones. The Tolleston Joint Venture is looking for Proposals that outline a realistic schedule with achievable milestones relative to Proponent capacity. The evaluation will also consider project management style and allocation of resources and team members, as it relates to project delivery and communication.

Project Understanding (25%)

Demonstrated understanding of the Scope of Work and project objectives, approach to problem solving.

Fee (10%)

Based on the percentage of construction cost.

The Tolleston Joint Venture reserves the right to short list and to contact any or all Proponents to clarify their Proposal. The Tolleston Joint Venture reserves the right to award to the Proposal which best meets the Tolleston Joint Venture's requirements. The Tolleston Joint Venture the right to accept or reject any or all Proposals and the issuance of the RFP in no way obligates the Tolleston Joint Venture to enter into a contract with any of the respondents. The Tolleston Joint Venture reserves the right to cancel this RFP at any time.

B. Terms of Engagement. The Tolleston Joint Venture intends for this RFP to result in the selected Proposer(s) executing a contract for the services identified above and as set forth in the winning proposal. Any such contract(s) will (a) comply with the requirements set forth in Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (2 CFR § 200.327) and in Appendix A to 40 CFR Part 33 (40 CFR § 33.106), as applicable, and (b) be for a term of [one (1) calendar year, with option for renewal for up to an additional five (5) individual calendar years]. Proposers must be amenable to inclusion, in a contract, of any information provided whether herein or in response to this RFP or developed subsequently during the selection process. The selected Proposer(s) agree(s) to be bound by all applicable Federal, state, and local laws, regulations, and directives in the performance of such contract. The contract will be on a Guaranteed Maximum Price (GMP) basis, with payment terms to be negotiated with the selected Proposer(s). Reimbursement for services will be contingent on the Tolleston Joint Venture receiving READI grant funding from the Indiana Economic Development Corporation.

Attachments



SERVING THE GARY COMMUNITY FOR FUTURE GENERATIONS

TOLLESTON OPPORTUNITY CAMPUS

New Tolleston Opportunity Campus Concept

Provided by Triangle2 Solutions

MARCH 2024



Triangle2

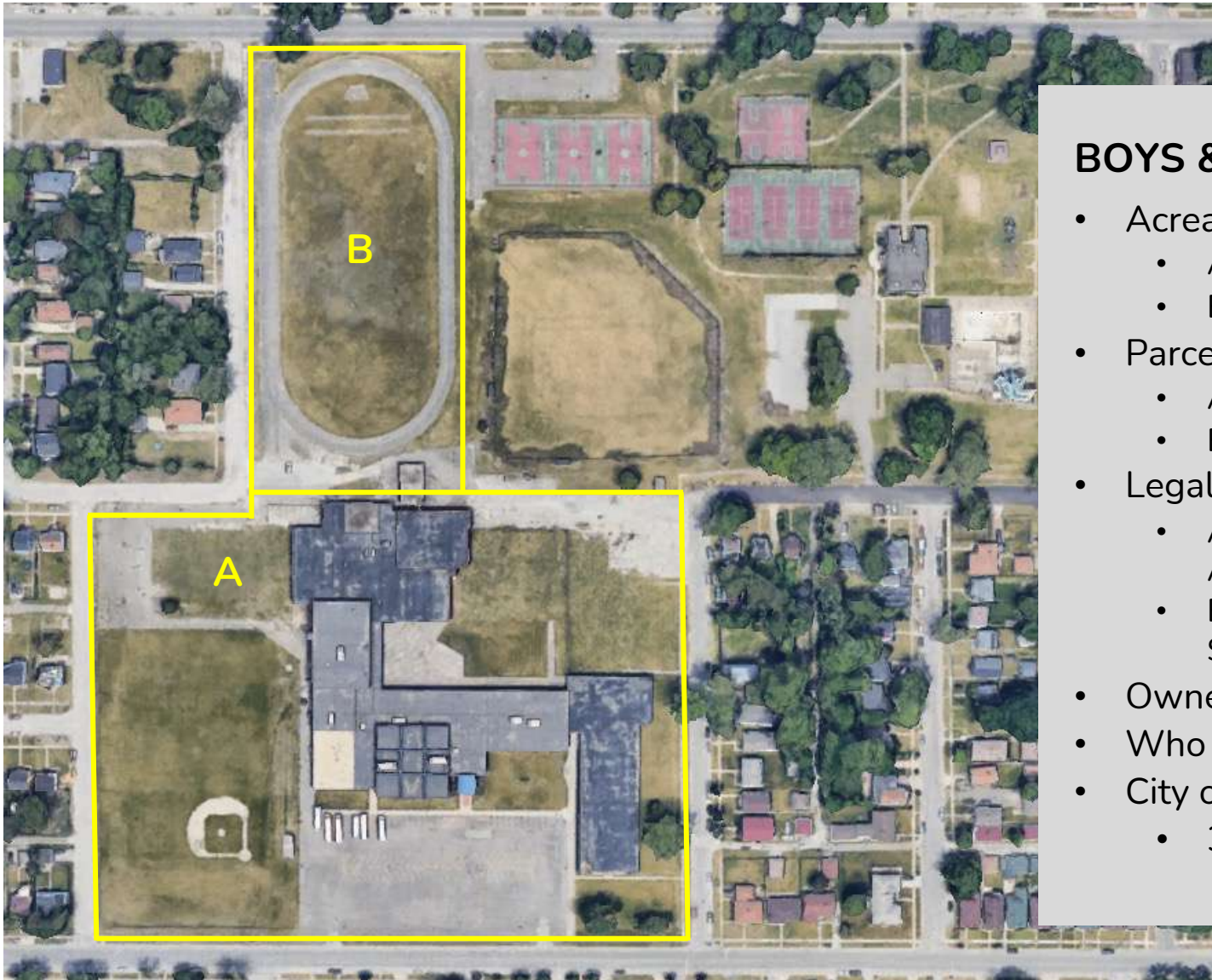


CURRENT CONDITIONS



TOLLESTON OPPORTUNITY CAMPUS

CURRENT SITE & FACILITY– TOLLESTON OPPORTUNITY CAMPUS



BOYS & GIRLS CLUB OF INDIANA

- Acreage
 - A: 11.9 acres
 - B: 5.0 acres
- Parcel Identification
 - A: 45-08-08-306-004.000-004
 - B: 45-08-08-303-001.000-004
- Legal Description:
 - A: Tolleston Park Sub. All of Blocks 1,2,5,6 & Vac. 17th Ave., 18th Ave., Marshall Pl. & Vac. Alleys
 - B: W2. N.E. N.W. S.W. & 16 1/2 FT. STRIP ON NORTH SIDE OF THIS S. 8 T.36 R.8 5A.
- Ownership of land and buildings TBD
- Who will own the property going forward?
- City of Gary owns Parkland to the Northeast
 - 3 parcels totaling approx. 15 acres

EXISTING SITE & FACILITY– TOLLESTON OPPORTUNITY CAMPUS

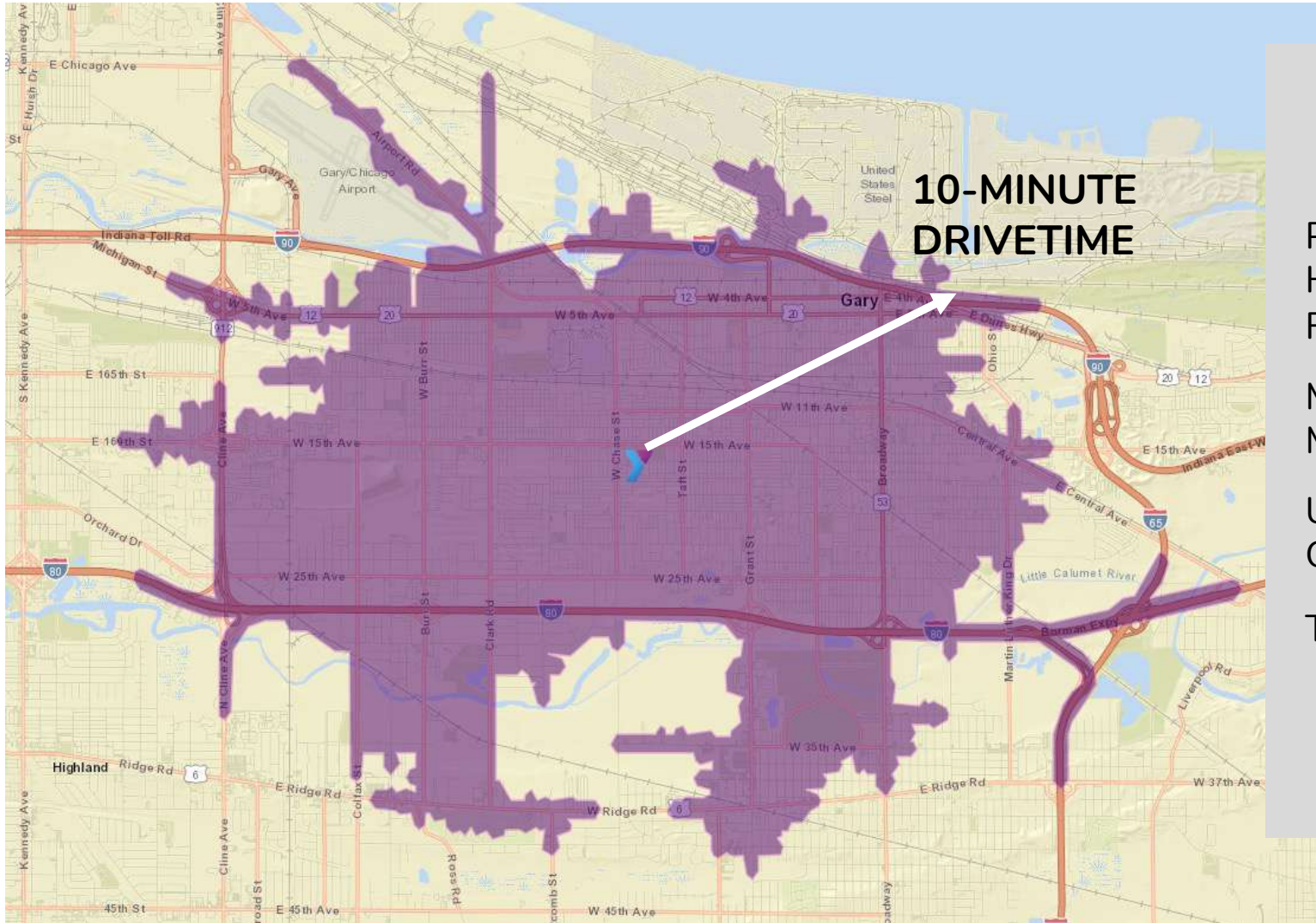


BOYS & GIRLS CLUB OF INDIANA

- 2762 West 18th Ave, Gary 46404
- Currently 124,484 square feet
- Built 1959
- Building originally owned by the Gary School District
- Acquired by the B&GC in 2011
- **Highlighted** Portion, including gymnasium, to be retained as B&GC

Site Data drawn from Lake County Assessor Source Material. Reports in Basecamp Project Folder:
<https://3.basecamp.com/4437710/buckets/34193492/vaults/7232949501>

2023 MARKET DATA– TOLLESTON OPPORTUNITY CAMPUS



2023 CORE MARKET DATA (10-MINUTE DRIVETIME)

POPULATION	43,417
HOUSEHOLDS (HH)	18,233
FAMILIES	10,791
MEDIAN HH INCOME	\$32,832
MEDIAN AGE	39.4
UNDER 15 POP:	21.4%
OVER 65 POP:	20.8%

TOP 3 MARKET SEGMENTS:

- [MODEST INCOME HOMES](#) (54.4% of HH)
- [FAMILY FOUNDATIONS](#) (33.3% of HH)
- [CITY COMMONS](#) (12.3% of HH)

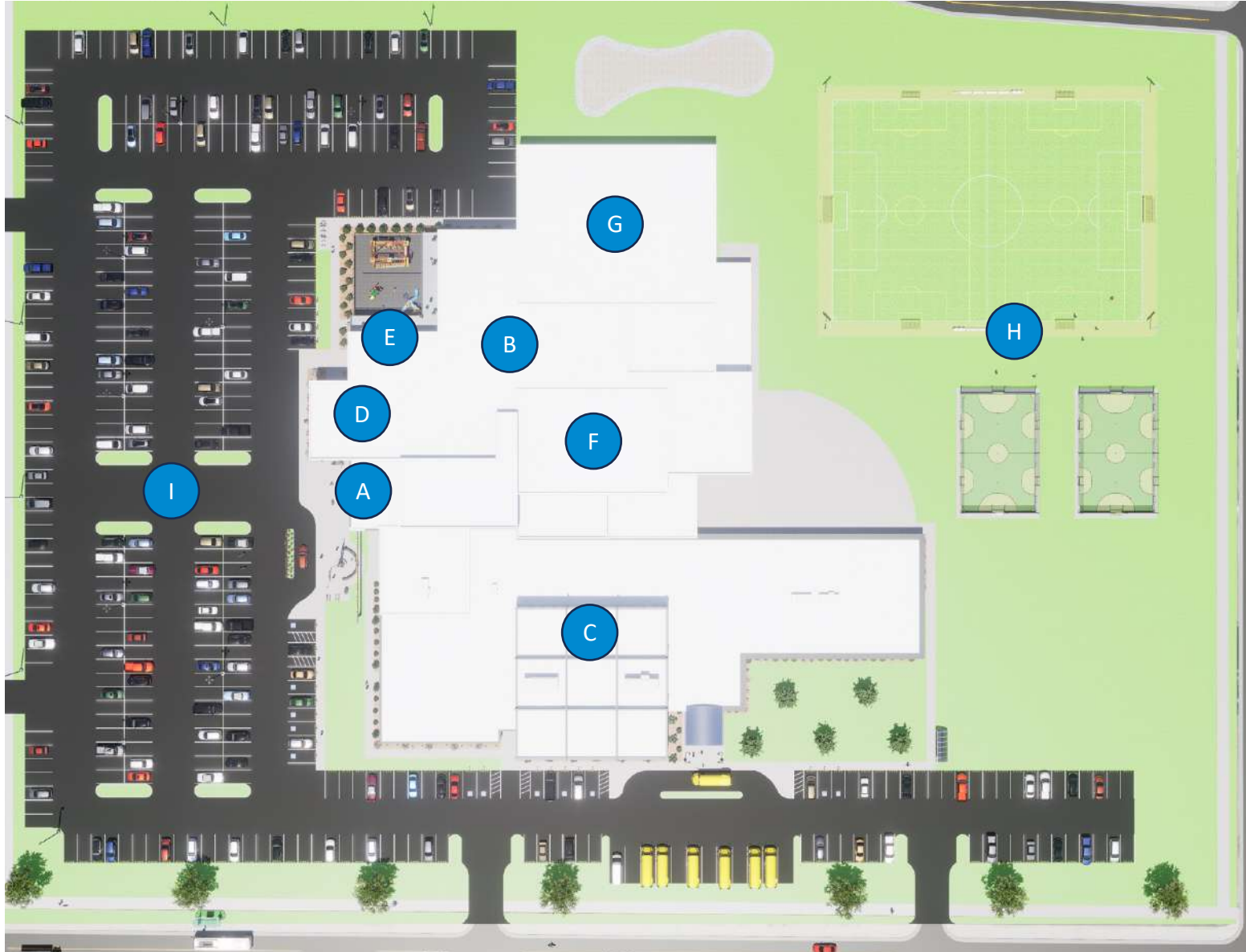


A NEW VISION

TOLLESTON OPPORTUNITY CAMPUS



NEW FACILITY SITE PLAN – TOLLESTON OPPORTUNITY CAMPUS

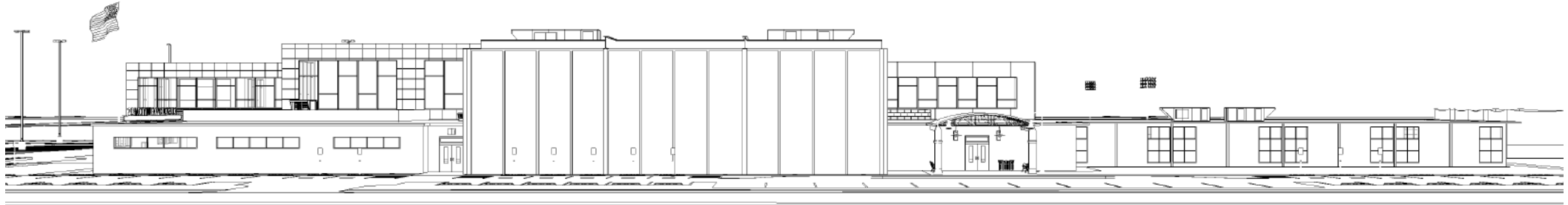


- A Entry/Lobby
- B YMCA
- C Boys & Girls Club Remodel
- D Methodist Hospitals
- E Early Learning Academy
- F Indoor Swimming Pool
- G New Gymnasium
- H Outdoor Sports Complex
- I Parking (334 spaces shown)

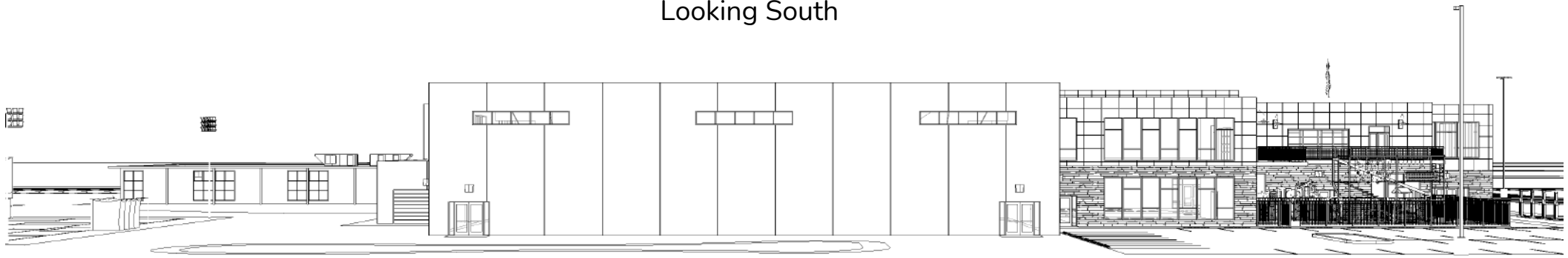
NEW FACILITY ELEVATIONS – TOLLESTON OPPORTUNITY CAMPUS



Looking North



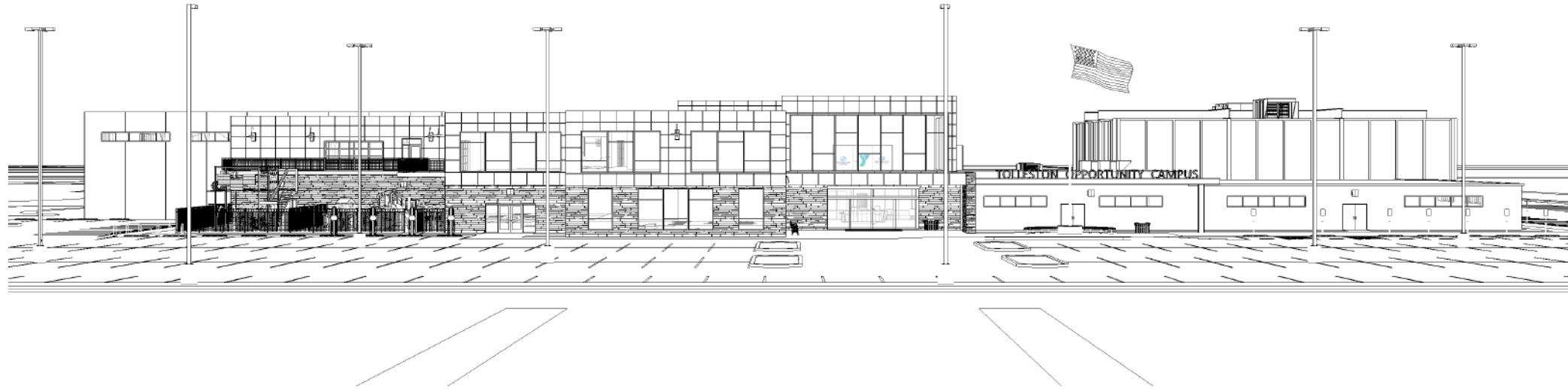
Looking South



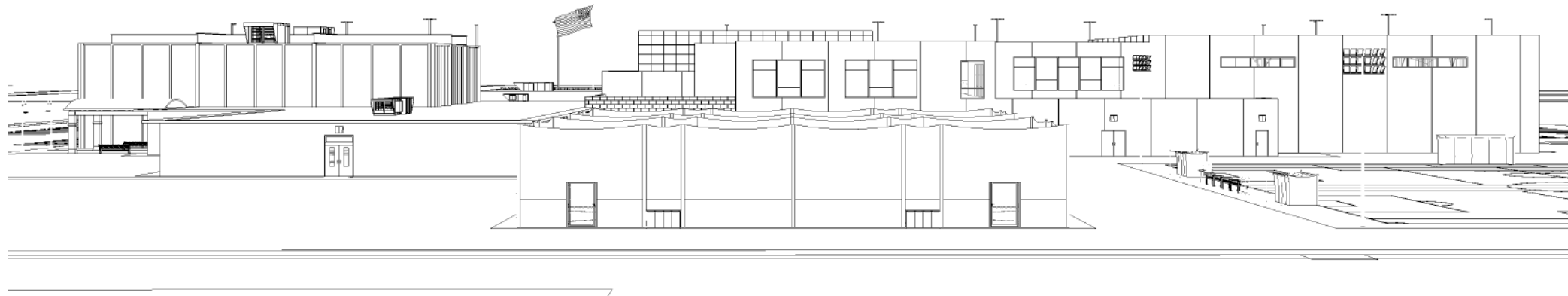
NEW FACILITY ELEVATIONS – TOLLESTON OPPORTUNITY CAMPUS



Looking East



Looking West

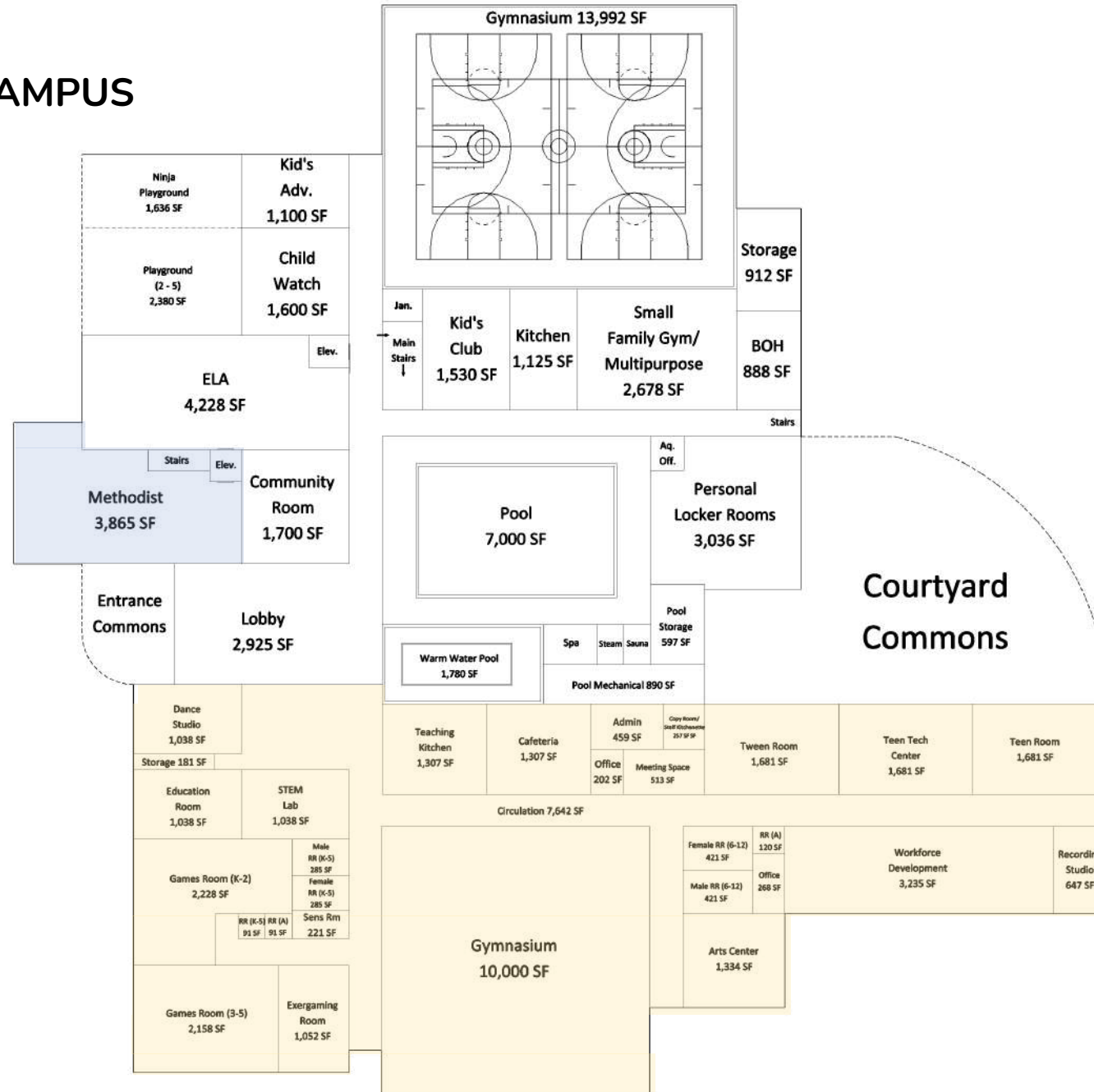


NEW FACILITY FLOORPLAN – TOLLESTON OPPORTUNITY CAMPUS



LOWER LEVEL

- YMCA **51,474**
- B&GC **42,883**
- Methodist **3,865**



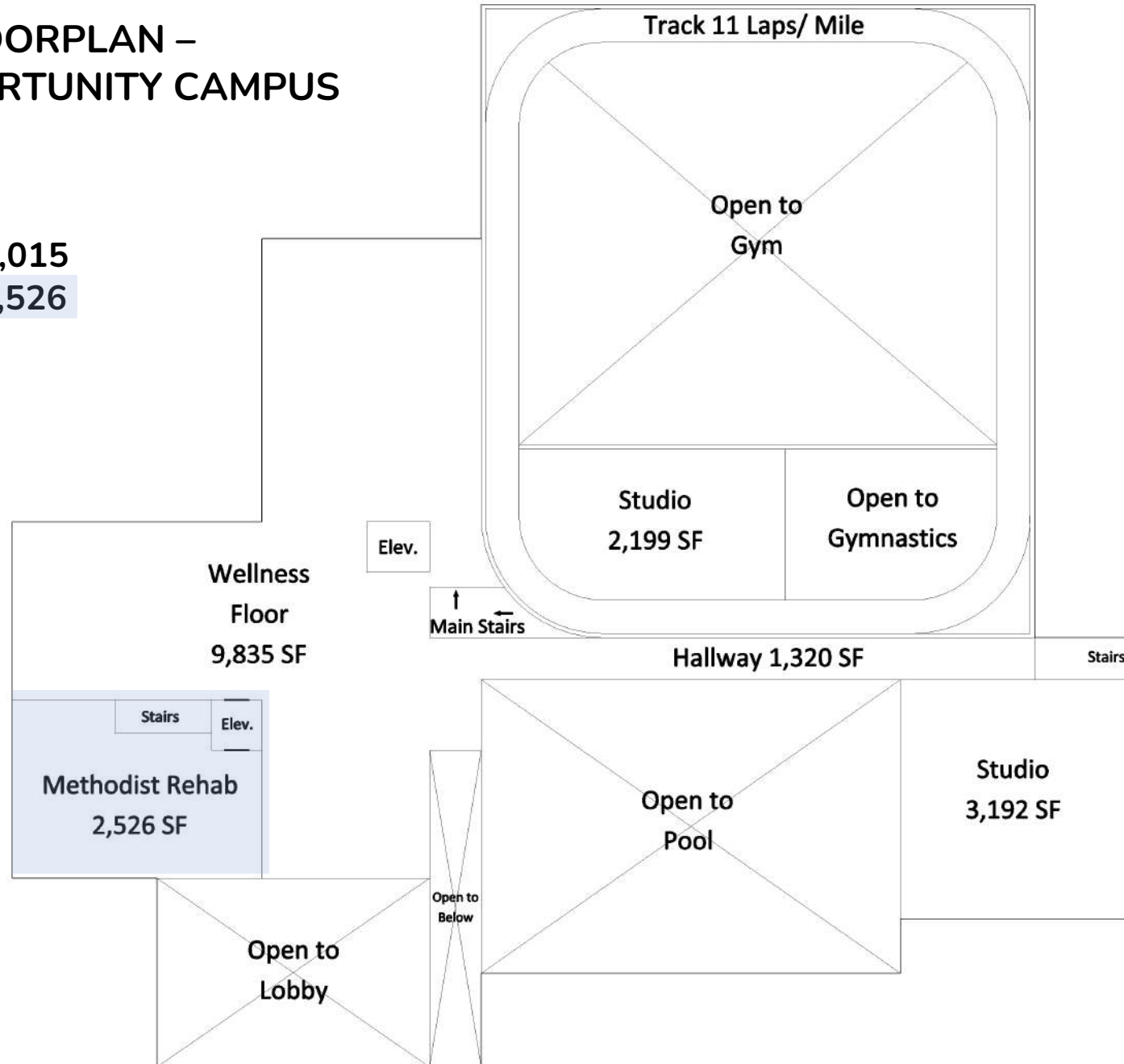
NEW FACILITY FLOORPLAN – TOLLESTON OPPORTUNITY CAMPUS



UPPER LEVEL

- YMCA
- Methodist

22,015
2,526





BUDGET ESTIMATION

TOLLESTON OPPORTUNITY CAMPUS



BUDGET ESTIMATION – TOLLESTON OPPORTUNITY CAMPUS (PAGE 1 OF 2)



RSMeans data
from GORDIAN

Square Foot Cost Estimate Report

Date: 3/24/2024

Estimate Name:	Tolleston New Construction Nov Concept	
Building Type:	School, High, 2-3 Story with Brick Veneer / Reinforced Concrete	
Location:	GARY, IN	
Story Count:	2	
Story Height (L.F.):	15.00	
Floor Area (S.F.):	79880	
Labor Type:	STD	
Basement Included:	No	
Data Release:	Year 2024 Quarter 1	
Predictive Release:	Year 2025 Quarter 3	
Cost Per Square Foot:	\$356.84	
Building Cost:	\$28,504,556.75	
Predictive Building Cost:	\$26,968,239.43	

		Quantity	% of Total	Cost Per S.F.	Baseline Cost	Predictive Cost
A	Substructure		3.32%	7.91	632199.74	578030.21
B	Shell		26.12%	62.20	4968170.83	4608472.34
C	Interiors		19.21%	45.75	3654658.44	3385382.38
D	Services		31.09%	74.04	5913972.58	5450132.72
E	Equipment & Furnishings		11.05%	26.31	2101367.30	2125561.14
F	Special Construction		9.21%	21.93	1751691.00	1645427.25
SubTotal			100%	\$238.13	\$19,022,059.89	\$17,793,006.04
Contractor Fees (General Conditions,Overhead,Profit)			25.0%	\$59.53	\$4,755,514.97	\$4,448,251.51
Architectural Fees			8.0%	\$23.81	\$1,902,205.99	\$1,779,300.60
User Fees			11.0%	\$35.36	\$2,824,775.89	\$2,642,261.40
Total Building Cost				\$356.84	\$28,504,556.75	\$26,968,239.43

Source: RSMeans data from Gordian

NOTE: Estimate is based upon conceptual design and not an architect's drawing set. The figures supplied should be considered preliminary in nature.

BUDGET ESTIMATION – TOLLESTON OPPORTUNITY CAMPUS (PAGE 2 OF 2)



Cost Estimate Summary

CROSSROADS YMCA
TOLLESTON YMCA
2700 W 19th Ave
Gary, IN 46404

Date: 03/24/2024

Year 2025 Quarter 3 Projected

Line No.	Description	Source	Square Feet	Base Estimation	Planning Contingency (20%)	Ext. Total Incl. O&P	Cost per Square Foot
1.00	Demo/ Abatement	Market Estimation		\$1,068,750	20.00%	\$1,282,500	
2.00	Site/ Utilities/ Paving	Market Estimation		\$1,850,000	20.00%	\$2,220,000	
3.00	New Construction (EIFS/ Rigid Steel)	RS Means	79,880	\$26,968,239	20.00%	\$32,361,887	\$405.13
4.00	Renovation	Allowance	42,883	\$3,350,000	20.00%	\$4,020,000	\$93.74
Project Total				\$33,236,989		\$39,884,387	
5.00	Playground/ Deck	Market Estimation		\$549,600	20.00%	\$659,520	
6.00	Site Amenities (Turf/ Mini-Pitches, Social Commons)	Market Estimation		\$1,340,000	20.00%	\$1,608,000	
Contingency Total				\$1,889,600		\$2,267,520	

Source: RSMeans data from Gordian

NOTE: Estimate is based upon conceptual design and not an architect's drawing set. The figures supplied should be considered preliminary in nature. A 20% planning contingency is built into this estimated budget.



RENDERINGS



TOLLESTON OPPORTUNITY CAMPUS

FACILITY RENDERINGS – TOLLESTON OPPORTUNITY CAMPUS



FACILITY RENDERINGS – TOLLESTON OPPORTUNITY CAMPUS



FACILITY RENDERINGS – TOLLESTON OPPORTUNITY CAMPUS



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FACILITY RENDERINGS – TOLLESTON OPPORTUNITY CAMPUS





THANK YOU

TOLLESTON OPPORTUNITY CAMPUS



Triangle2

TRIANGLE2 SOLUTIONS
BRIAN KRIDLER
SR. CONSULTANT

PH: 614-420-6001

BRIAN@TRIANGLE2.COM

Attachment A - Required Terms and Conditions for Contracts Supported by Federal Funds

The following terms and conditions are required to be included in any contract(s) awarded as a result of this solicitation that are supported by federal funds, in whole or in part, during the life of the contract(s). As used herein, “Contractor” shall refer to the selected Proposer and “contracting entity” shall refer to the YMCA.

BUY USA - DOMESTIC PREFERENCE FOR PROCUREMENTS¹

1. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
2. For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)²

Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

CLEAN AIR ACT AND WATER POLLUTIONS CONTROL ACT PROVISIONS³

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.).
2. Contractor agrees to report each violation to the contracting entity and understands and agrees that the contracting entity will, in turn, report each violation as required to assure

¹ Appendix II to 2 CFR Part 200, subsection (L); 2 CFR § 200.322.

² Appendix II to 2 CFR Part 200, subsection (I).

³ Appendix II to 2 CFR Part 200, subsection (G).

notification to the grantor federal agency and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (FOR ANY CONTRACTS IN EXCESS OF \$100,000 WHEN LABORERS OR MECHANICS ARE USED)⁴

1. *Overtime requirements:* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, in any workweek in which he or she is employed on that work, to work more than forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, Contractor and any subcontractor responsible therefor shall be liable to the affected employee for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The contracting entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND “ANTI-KICKBACK” ACT PROVISION

1. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

⁴ Appendix II to 2 CFR Part 200, subsection (E); 40 U.S.C. § 3702 and 3704.

2. Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COPYRIGHT AND DATA RIGHTS (IF APPLICABLE)⁵

1. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.
2. **Contractor grants to the contracting entity, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.**
3. For data required by the contract but not first produced in the performance of this contract, Contractor will identify such data and grant to the contracting entity or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract.
4. Upon or before the completion of this contract, Contractor will deliver to the contracting entity data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the contracting entity.

FEDERAL COMPLIANCE

Contractor acknowledges that Federal funds will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives. This specifically includes, *but is not limited to*, all 2 CFR 200 requirements, and any Inflation Reduction Act (IRA) requirements and guidance established by the United States Department of the Treasury for IRA funding. It also includes any legal requirements applicable to the Bipartisan Infrastructure Law, Greenhouse Gas Reduction Fund, and Urban Area Security Initiative (UASI) funding.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (HUAWEI AND ZTE) (IF APPLICABLE)⁶

Contractor and any sub-contractor are each prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment,

⁵ 48 CFR § 27.409, 52.227-14.

⁶ Appendix II to 2 CFR Part 200, subsection (K); 2 CFR § 200.216.

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PROCUREMENT OF RECOVERABLE MATERIALS⁷

1. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PUBLICATIONS CLAUSE (FOR INFLATION REDUCTION ACT “IRA” FUNDS)

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)⁸

⁷ Appendix II to 2 CFR Part 200, subsection (J); 2 CFR § 200.323.

⁸ Appendix II to 2 CFR Part 200, subsection (F).

Contracts or agreements for the substitution of parties, assignment, or performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any applicable implementing regulations.

SUSPENSION OR DEBARMENT⁹

1. No contract will be awarded to a Contractor or any party that is debarred from working on federally funded projects, as listed on the government-wide exclusions list in the System for Award Management (SAM) at www.sam.gov, in accordance with the OMB guidelines at 2 C.F.R. Part 180.
2. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon the contracting entity. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the contracting entity, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
5. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

[Signature Page Follows]

⁹ Appendix II to 2 CFR Part 200, subsection (H).

ACKNOWLEDGMENT AND CERTIFICATION:

On behalf of [NAME OF ORGANIZATION], I hereby:

(1) acknowledge that the specific terms and conditions outlined in this Attachment A will be fully incorporated into any contract(s) awarded as a result of this solicitation that are supported by Federal funds, in whole or in part, during the life of the contract(s); and

(2) commit to adhere to all relevant regulations, guidelines, and requirements outlined in this RFP and all Attachments contained within this RFP. Compliance with these regulations is crucial for maintaining the integrity of the qualification process and ensuring fair evaluation.

Name of Organization: _____

Signature: _____

Name: _____

Title: _____

Date: _____

**SIGN AND RETURN THIS FORM WITH YOUR
PROPOSAL SUBMISSION**

Attachment B - Byrd Anti-Lobbying Certification¹⁰

BYRD ANTI-LOBBYING CERTIFICATION

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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 responding organization listed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the responding organization understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Solicitation Name: **NAME OF SOLICITATION**

Responding Organization Name

Physical Address (Address, City, State, Zip Code)

Signature of Organization's Authorized Official

¹⁰ Source: <https://www.state.gov/key-topics-bureau-of-democracy-human-rights-and-labor/lobbying-disclosure-and-certification/>.

Name and Title of Organization's Authorized Official

Date

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL SUBMISSION

Attachment C - Certification of Diligence, Accuracy, and Completeness

CERTIFICATION OF DILIGENCE, ACCURACY, AND COMPLETENESS

On behalf of [Name of Organization], I, [Your Full Name], hereby certify that I have exercised due diligence in the preparation of the response to this Request for Proposal (RFP). To the best of my knowledge and belief:

1. The information provided in the proposal is accurate and reflects the current state of our capabilities, qualifications, and offerings.
2. I have thoroughly reviewed and ensured the completeness of all required documents, including attachments and supporting materials.
3. All statements made in the proposal are truthful, and there is no intent to deceive or mislead the requesting entity.
4. The proposal complies with all guidelines, specifications, and requirements outlined in this RFP documentation.

I understand the importance of the accuracy and completeness of this submission, and I am committed to providing any additional information or clarification if requested.

Signature: _____

Name: _____

Title: _____

Date: _____

**SIGN AND RETURN THIS FORM WITH YOUR
PROPOSAL SUBMISSION**

Attachment D - Certificate of Independent Price Determination¹¹

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

I, [Your Full Name], on behalf of [Name of Organization], hereby certify, under penalty of perjury and to the best of my knowledge and belief, that:

The prices stated in our proposal submitted in response to the Request for Proposal (RFP) are arrived at independently, without collusion, consultation, communication, or agreement with any other competitor or potential competitor. The prices in this proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other competitor contract award unless otherwise required by law.

No attempt has been made or will be made by us to induce any other organization or individual to submit or not to submit a proposal for the purpose of restricting competition.

The prices quoted are based solely on our independent judgment and analysis of the requirements specified in the RFP.

We have not received any information from the requesting entity that would affect the prices quoted in our proposal.

We are not aware of any actions or omissions that would impair the fairness of the competition or the integrity of the procurement process.

I understand the gravity of this certification and acknowledge that any false statement may lead to disqualification from consideration and potential legal consequences. I am responsible for determining the prices being offered in this RFP response, and I have not participated and will not participate in any action contrary to the certifications set forth above.

Signature: _____

Name: _____

Title: _____

Date: _____

**SIGN AND RETURN THIS FORM WITH YOUR
PROPOSAL SUBMISSION**

¹¹ 48 CFR § 52.203-2.

Attachment E – Contract Termination Provisions

TERMINATION FOR DEFAULT

The YMCA may suspend Contractor's operations under the contract immediately by providing written notice of any default. Suspension shall continue until the default is remedied to the YMCA's reasonable satisfaction; *provided, however*, that, if after thirty (30) days from such a suspension notice Contractor remains in default, the YMCA may terminate Contractor's rights under the contract. All of Contractor's obligations to the YMCA shall survive termination of Contractor's rights under the contract, until such obligations have been fulfilled.

Each of the following events shall constitute default of the contract by Contractor:

- a. Contractor fails to perform or comply with any of the terms or conditions of the contract;
- b. Contractor breaches any covenant, representation or warranty provided herein; or
- c. Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

REMEDIES FOR DEFAULT

The YMCA's rights to suspend and terminate Contractor's rights under the contract are in addition to all other available remedies. In the event of termination for default, the YMCA may exercise any remedy permitted by law.

TERMINATION FOR CONVENIENCE

The YMCA may for convenience terminate the contract, subject to the following:

- a. Termination for convenience must be determined to be in the best interest of the YMCA (in the YMCA's sole and absolute discretion); and
- b. Contractor must be provided with thirty (30) days' written notice of the termination for convenience, unless the YMCA has made a written determination that a shorter notice period is in the best interest of the YMCA (in the YMCA's sole and absolute discretion).

The termination for convenience shall not relieve the YMCA from payment for goods and/or services already ordered and rendered as of the effective date of such notice. Contractor shall provide all documentation to support any outstanding expenditures through the effective date of the notice of termination. the YMCA may request additional documentation to support final payment. Unless otherwise specified above, the YMCA shall not have any further obligation or liability to Contractor.

TERMINATION FOR LACK OF FUNDING

The YMCA may terminate a contract if funds are not appropriated to the YMCA or are otherwise not legally available for the purpose of making payments, without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. the YMCA shall provide Contractor with thirty (30) calendar days written notice of termination,

unless the YMCA has made a written determination that a shorter notice period is required.

GENERAL TERMINATION PROCEDURES

After receipt of written notice of termination, Contractor shall take all steps necessary to minimize waste, including:

- a. Stop work immediately on the terminated portion of the contract;
- b. Terminate all subcontracts related to the terminated portion of the prime contract (if any);
- c. Perform the continued portion of the contract which is not terminated (if applicable);
- d. Take action to protect and preserve property in Contractor's possession in which the YMCA has or may acquire an interest, and, if directed by the YMCA, deliver the property to the YMCA;
- e. Deliver to the YMCA all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the confidential information of the YMCA;
- f. Promptly notify the YMCA in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the contract;
- g. Settle outstanding liabilities and proposals arising out of the termination; and
- h. If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.