


TGUP CONSTRUCTION AGREEMENT




THIS AGREEMENT is by and between The Global Uplift Project ("TGUP"), a California not-for-profit corporation with principal offices in Livermore, CA, and Seeds of Learning, a U.S. based 501c3 corporation with principal offices located at P.O. Box 2107, Sonoma, CA 95476 ("NGO"):

TGUP and NGO, in consideration of the mutual covenants hereinafter set forth, agree as follows:

- 1) NGO shall complete the project as specified in Exhibit A, attached hereto.
- 2) NGO represents and warrants that:
 - a) it is duly registered with appropriate authorities to carry out the project stipulated in Exhibit A;
 - b) the project described in Exhibit A will be designed by a qualified architect or engineer and will meet all relevant local building codes;
 - c) it will furnish all labor, materials, permits, and other inputs necessary to construct the project;
 - d) building of the project will be supervised by Julian Guevara, local employee of NGO;
 - e) full title to the land on which the project will be built is held by a not-for-profit organization;
 - f) all other representations made in the attached documentation are true and correct.
- 3) TGUP will pay NGO \$12,810 for labor, materials, and other expenses necessary to complete the project as follows:
 - a) \$4,000 paid on December 29, 2020;
 - b) \$3,000 when the foundation has been laid and the walls are started;
 - c) \$2,500 when the windows and roof are installed and the latrine has been started;
 - d) \$2,000 when the latrine has been completed and the building has been painted;
 - e) \$1,310 when the project is completed. This must be documented by a competent Engineer's Final Report certifying the finished structure against all relevant standards.
- 4) Destruction by fire, theft, vandalism, accident, act of God or other cause not the fault of NGO will be cause for TGUP to suspend payments under this Agreement and not be bound to make any further payments.
- 5) This Agreement constitutes the sole and only agreement of the parties to this contract relating to the project, and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. It may only be amended by a writing signed by both parties.


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- 6) By entering into this contract NGO acknowledges that it does not acquire any interest or title in the rights or properties of The Global Uplift Project, including its name, the name "TGUP", its logos, or any other property interest owned by TGUP. All uses of the name "The Global Uplift Project" or "TGUP" by NGO must be approved by TGUP prior to their use in any medium, except in the case of routine commercial exchanges necessary to expedite completion of the project defined in Exhibit A.
- 7) NGO explicitly acknowledges that it is responsible for all liabilities associated with completion of the project including those extending to property loss, personal injury, death, or other events attendant on completion of the project. NGO agrees to indemnify and hold TGUP harmless in the case of any and all actions against TGUP or its employees or agents pertaining to any claims by third parties associated with the project. In no event will TGUP's obligations or liability arising from or related to this Agreement under any theory of liability be greater than the amount it has promised to pay to NGO under the terms of this Agreement.
- 8) Once the project is completed, TGUP explicitly disavows any enduring interest in the project, the property associated with the project, or any rights or claims of interest in the NGO itself.
- 9) NGO agrees to provide TGUP in a timely manner with "before", "underway" and "after" photos to assist TGUP in documenting the project for which TGUP has the full rights to use in any documents, social media or other promotional materials. NGO also agrees to provide follow-up impact documentation (photos, testimonials, videos) one year after completion of project.
- 10) NGO may not assign this Agreement or its duties under this Agreement to any other person or entity without the written consent of TGUP.
- 11) This contract will be governed by the laws of the State of California, U.S.A. The parties agree that all disputes under this Agreement will be settled in a court of competent jurisdiction in Santa Clara County, California.

This Agreement will be effective on 2/19/21

TGUP:



Robert Freeman
Executive Director

2/18/21
Date

NGO:



Annie Bacon
Executive Director

2/18/21
Date



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Exhibit A



TGUP Project Details School and Latrines Construction La Quebradita, Tipitapa, Nicaragua



PROJECT NAME: La Quebradita School and Latrines Construction



PROJECT SUMMARY: La Quebradita is an extremely poor community consisting of 45 families and 250 inhabitants. It is located 18 miles from Tipitapa, near Managua. People have no access to basic public services, such as water, electricity or sanitation. All the houses are poorly built out of plastic, zinc, tarps and wood. However, they have a school with two teachers and 30 students. Although the initial

enrollment was 44 students, a lot of students left the school during the year due to the poor conditions of the school infrastructure. Classes are given inside a 40 foot cargo container, which is hot and extremely narrow and prevents many activities required for a quality education.

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This project consists of constructing a 10x6 meter building made with a concrete foundation and floor, metal framing structure covered with dry wall and cement dry wall panels, and a roof made of zinc supported by steel purlins. A dry wall partition will divide the space in two areas for two groups of students. The construction of two latrines is also included in the project. With the new and improved infrastructure, we expect an increase in enrollment (up to 50 children), better school retention, improved attendance, and better overall student performance.

PROJECT PARTNERS:

- 1) **The Global Uplift Project (TGUP)** helps American donors build classrooms and other infrastructure projects in the developing world. Since its founding in 2007, TGUP has completed 150 such projects in 17 countries in Asia, Central America, and Africa. TGUP is an IRS registered 501c3 nonprofit.
- 2) **Seeds of Learning (SOL)** has worked with communities in Central America since 1991 to improve access to education. It has constructed 244 classrooms in 71 communities across Nicaragua and El Salvador. SOL has offices in Nicaragua, and headquarters in northern California. SOL is an IRS registered 501(c) 3 non-profit.
- 3) **The Community School Construction Committee:** Made up of community leaders elected by the inhabitants. It will be in charge of organizing the logistics and support by the community for the project implementation. This includes the organization of volunteers to work on the construction; provision of space for storage and safeguarding tools and materials; and procuring material support from rice farmers for the project.

PROJECT MANAGEMENT:

The Global Uplift Project

Sponsoring Executive:

Robert Freeman
Executive Director
robertf@tgup.org
650-575-3434

Supervising Executive:

Cathy Dwulet
Director, Global Field Operations
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650-269-5598

Seeds of Learning

Sponsoring Executive:

Annie Bacon
Executive Director
annie@seedsoflearning.org

Supervising Executive:

Julian Guevara
Managua Regional Director
julian@seedsoflearning.org


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ESTIMATED PROJECT DATES: January – April 2021

Jan 4 – 23	Ground preparation and leveling, construct a retaining wall
Jan 26 – Feb 13	Construction of foundation
Feb 15 – Mar 06	Construction of the steel structure for roof and walls
Mar 9 – 27	Installation of roofing sheets and wall panels
Mar 30 – Apr 10	Floor filling, construction of floor slab, and floor finishing
April 12 – 16	Latrine construction
April 19 – 24	Paint
April 30	Inauguration

ABOUT THE COMMUNITY AND PROJECT:

La Quebradita is a small rural community. It was established 54 years ago but is still extremely poor. The community is located along a rice irrigation drainage channel full of pesticide-polluted water; however, people use it for washing and bathing. The community lacks electricity and potable water services and people walk one mile to fetch water for drinking. A few latrines are shared by families and others relieve themselves in the open. Most people work as laborers in rice fields around the community, but this source of employment is seasonal. When they do not have work in the rice fields, they look for informal jobs in the neighboring town of Tipitapa.



There is a small school for preschool and elementary school students with two teachers paid by the government. However, the school building is just a single 40 foot metal cargo container, which was donated by an NGO some years ago. The space is very small for the number of students and inefficient as it is very narrow, limiting movement and making it

difficult for students to access materials (including the whiteboard). It is hot inside and unsafe as the paint is peeling off. There is a single open space for the two teachers, which makes the classrooms too noisy and distracting for students. Food for a school meal program is also stored in the same space, which attracts rats and other pests. During the development of this proposal, SOL staff found out that there are some 15 school age students who are not attending school due to the poor condition of the facilities.



The project will build a 6x10 meter building on the model of the La Pitilla classroom, just finished nearby. See photo at left. It will be made with a concrete foundation, floor and structure, cinder block walls, and metal/zinc roof similar to the photo on the left. Windows will be protected by metal square pipes and doors will be made

of metal and wood.

The space will be divided into two rooms by a drywall so the two teachers will be in separate classrooms. This will allow a lot more comfortable space for having more dynamic classes. Two latrines will also be built, one for boys and one for girls. For the construction of the school, land preparation will be required, including a retaining wall and leveling the land with quarries material. The quarry material will be donated by rice farmers near the community.

We expect as a result, an increase in school enrollment and attendance, as well as better performance by students. Consistent with SOL's model, the school will be mostly built with community participation, just led by a professional builder and skilled tradesmen. The contribution of the community will improve the community organization and their self-esteem to look for other projects that improve their living conditions, like safe water provision, sanitation and electricity.

The school space may also be used for other purposes, like community meetings, adult education, vocational training and even the provision of health care by government health staff. An additional project for the school would be a water well, which will not only benefit the children, but also the whole community. The school will be built on community land for the community and therefore no coordination with the Ministry of Education is necessary. The community will then work with the government for the school's staffing and operation.


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ANTICIPATED BENEFITS:

- Improved school facilities with a lot more space which will be safer, cooler and appropriate for student-teacher interaction.
- An increase in school enrollment.
- An increase in school attendance.
- Reduction of rates of students' failure.
- A space for the community to meet and exchange around community issues and potential projects.
- A space for the provision of other social services to the community, like health care, training, adult education.

PRIMARY BENEFICIARIES:

50 preschool and elementary school children
2 teachers
250 community members

IMPACT METRICS:

- School enrollment grows from 30 to 50 students (66%)
- School attendance grows from 80% to 95%
- School completion grows from 70% to 90%
- At least 10 community meetings held in the new school every year
- At least 3 health care mobile services held by the school every year
- At least 2 training sessions held per year.

BUDGET SUMMARY:

Materials	\$ 8,213.19
Labor	\$ 3,896.45
Other	\$ 700.00
Total	\$ 12,809.64

SUMMARY AND EVALUATION

This is a high priority project based on the following facts:

- The existing school infrastructure is not appropriate for education and does not meet the country's standards for regular classrooms.
- The space layout and restrictions affect the quality of education and discourage children from attending school, causing dropout and/or poor attendance.
- The new building will be used immediately after its construction.
- The community is aware of the school need and has committed to cooperate voluntarily in its construction.


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- The new infrastructure will facilitate the provision of additional community services like health, training and adult education.
- The project implementation will help the community to develop organizational skills required to deal with other urgent community issues.

DETAILED BUDGET:

LA PITILLA SCHOOL CONSTRUCTION PROJECT 2020					
Category	Description	Unit Cost	Quantity	Total cost in US\$	Notes
Materials and equipment	Cement bags	10,00	90	900	
	Sand (m3)	17,00	15	255	
	Gravel (m3)	26,00	9	234	
	Quarry stone	1,00	400	400	
	Quarries materials (truck load)	120,00	4	480	
	Steel bars 3/8" qq	40,00	14	560	
	Steel bars 1/4" qq	38,00	7	266	
	4x4"x1/8 square pipe	77,00	8	616	
	4x4" ch16 square pipe	31,00	21	651	
	4x2 ch16 purlins	16,00	16	256	
	1" square pipe	7,58	27	205	
	1 1/4" round steel pipe	12,00	2	24	
	2.35 x 6 m. steel mesh	30,85	7	216	
	Roofing sheets (Meter)	6,00	92,4	554	
	Cement dry wall sheets	29,19	22	642	
	Thinset mix	6,00	13	78	
	2" screws for dry wall sheets	0,11	350	39	
	1" screws for roofing sheets	0,08	375	30	
	Roof ridge cap (units)	8,50	6	51	
	Transport	50,00	5	250	
	Welding rod box	20,00	3	60	
	Cutting disk 7"	3,50	15	53	
	Anticorrosive paint 5 gal bucket	53,00	3	159	
	Motorized welding equipment rental	28,75	8	230	
	Welding equipment fuel (gallons)	4,20	40	168	
	Wall paint (5 gal bucket)	58,00	5	290	
	Thinner (galons)	7,00	11	77	
	Paintbrushes and rollers	70,00	1	70	
Latrine	200,00	2	400		
				8213,19	
Admin Expenses	Transporte	50	10	500	
	Alimentación	4	50	200	
				700,00	
Personnel	Masonry (slab)	645	1	645	
	Roof construction (m2)	6,1	102	622,2	
	Floor installation (m2)	75	4,39	329,25	
	Wals and windows construction	800	1	800	
	Field supervision (monthly)	375	4	1500	
				3896,45	
				12809,64	



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