



QUEST ACADEMY

INNOVATION • PASSION • MASTERY

Quest Academy Board Meeting Agenda

Date: September 29, 2026

Time: 6:00 PM

Location: [Zoom Link](#)

Attendees: Stacey Phillips, Steve Reeve, Shawn Miehke, Nicole Boucher, Brittney Hale, Brett Greenwell, Dave Bullock, Angelee Spader, Casey Arrington, Steve Finley, Josh Broadbent, Nicole Jones

Mission Statement

Quest Academy is committed to providing students with a challenging, technology-rich learning environment that empowers young citizens to become leaders prepared to thrive in an evolving global community.

Call to Order

- Stacey Phillips

Public Comment (Comments are limited to three minutes per individual)

Consent Items

- Approval of September 8, 2026, Board Meeting Minutes and Closed Session Statement

Voting & Discussion Items

- Approval of Curriculum Associates Professional Development Services
- Approval of Not-to-Exceed amount for Construction Services
- Approval of LEA-Specific Educator Licenses for the 2026/2027 School Year

Calendaring

- Next Board Meeting: December 8, 2026, at 6:00 PM (In Person)

Adjournment



QUEST ACADEMY

INNOVATION • PASSION • MASTERY

Quest Academy Board Meeting Minutes

Date: September 8, 2026

Time: 6:00 PM

Location: Virtual Meeting (Zoom)

In Attendance: Stacey Phillips, Steve Reeve, Nicole Boucher, Brittney Hale, Brett Greenwell

Excused: Shawn Miehlike

Others in Attendance: Dave Bullock, Angelee Spader, Casey Arrington, Nicole Jones, Roger Simpson, Steve Finley, Josh Broadbent, Jeff Biesenger

Mission Statement

Quest Academy is committed to providing students with a challenging, technology-rich learning environment that empowers young citizens to become leaders prepared to thrive in an evolving global community.

Board Priorities

- State Accountability
- Fiscally Sound Operations
- Personalized/Individualized Learning
- Brand Awareness

Call to Order

Stacey Phillips called the meeting to order at 6:02 PM.

Public Comment (Comments are limited to three minutes per individual)

There were no public comments.

Consent Items

- Approval of May 21, 2026, Board Meeting Minutes and Closed Session Statement

Nicole Boucher made a motion to approve the May 21, 2026, Board Meeting Minutes and Closed Session Statement. Steve Reeve seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brittney Hale, Aye; Brett Greenwell, Aye.

Reports

- Administrative Report

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations—including auxiliary communicative aids and services—should contact Quest Academy at 801-731-9859 at least three working days prior to the meeting.

| QA Board Meeting Minutes: 09.08.2026

Approved: _____

- State of the School
- Financial Report

Dave Bullock reported on the State of the School. The school selected “Game On” as its theme for the 2026/2027 school year, introducing it to faculty and staff at the start of the year and to students through a video produced by the administrative team. The start of the school year was smooth and Back to School Night was well received. The school is preparing to launch its annual cookie dough fundraiser, supported by a new promotional video for students.

The Board thanked Dave Bullock and the administrative team for the preparation that contributed to a successful start to the school year.

Brett Greenwell presented the Financial Report for the first two months of the fiscal year (July and August 2026), prepared with Steve Finley and Josh Broadbent of Red Apple. Statements were included in the board packet. Highlights included:

- Revenues: The full year of School Land Trust funding was received, approximately \$189,000. Additional revenue included supplies funding and a teacher stipend.
- Cash on hand: \$10.8 million, equal to 326 days cash on hand. The stated ratio goal is 90 days; the Board has previously discussed targeting approximately 120 days based on the timing of expenses. Monthly expenses are calculated at just over \$1 million, placing the recommended minimum reserve at approximately \$4 million.
- The school has averaged just over \$1 million in net income annually, which will continue to add to reserves during the construction period.
- Expenses: \$136,000 in construction expense has been incurred to date. No other significant early-year expenses were noted.
- Enrollment: Current enrollment is 1,014 students; budget forecasts were built on 1,010 students.
- Upcoming deadlines: salary and benefit data submission to the State of Utah by September 30, and the AFR/APR upload to the Utah State Board of Education by October 1. Grant deadlines will follow later in the year.

The Board discussed maintaining approximately 120 days, or \$4 million, in cash on hand as construction costs are incurred. No action was required.

Closed Session

Purpose: Discussion of the character, professional competence, or physical or mental health of an individual, pursuant to Utah Code §52-4-205.

At 6:12 PM Brett Greenwell made a motion to enter a closed session to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a). Steve Reeve seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brittney Hale, Aye; Brett Greenwell, Aye.

At 6:38 PM Steve Reeve made a motion to leave the closed session and enter the general meeting. Brett Greenwell seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brittney Hale, Aye; Brett Greenwell, Aye.

Brittney Hale was excused from the meeting following the closed session. A quorum remained.

Voting & Discussion Items

- Policies: Review and Approve

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations—including auxiliary communicative aids and services—should contact Quest Academy at 801-731-9859 at least three working days prior to the meeting.

| QA Board Meeting Minutes: 09.08.2026

Approved: _____

Dave Bullock presented a summary of the policy revisions, with support from Roger Simpson. The Board discussed the amendments, the new policy, and the policy recommended for repeal:

- **Bullying and Hazing Policy (Amended):** Updates definitions and procedures to match current law, and adds annual state reporting, an appeals process, and reporting through the Safe UT public education hotline.
- **Suicide Prevention Policy (New):** Creates a single comprehensive suicide prevention policy covering staff training, warning sign protocols, safety planning, 988 referrals, crisis response, and procedures for students returning after a crisis.
- **Wellness Policy (Amended):** Resolves conflicting and duplicate wellness requirements and establishes this policy as Quest Academy's single governing wellness policy. Corrects outdated or inaccurate language and removes duplicated AED/CPR information.
- **Health and Welfare Policy (Amended):** Companion cleanup to the Wellness Policy. Removes duplicated wellness and cardiac response material while retaining student health examinations and screenings.
- **Attendance, Absenteeism, and Truancy Prevention Policy (Amended):** Updates the policy for recent legislation and confirms that attendance will not factor into report card grades. Removes the attendance-based "U" citizenship mark and an outdated truancy citation fee schedule.
- **PTO and Catastrophic Leave Policy (Repealed/Merged):** Removes the standalone policy and incorporates its provisions into the Employee Handbook. There is no change to employee benefits or entitlements; the change consolidates the information in a single location.

The Board discussed the new statutory requirement that absenteeism and tardiness may not affect a student's grade and clarified that grading practices related to late assignments are separate from attendance.

Nicole Boucher made a motion to approve the amended Bullying and Hazing Policy, the new Suicide Prevention Policy, the amended Health and Welfare Policy, the amended Wellness Policy, and the amended Attendance, Absenteeism, and Truancy Prevention Policy, and to repeal the PTO and Catastrophic Leave Policy. Steve Reeve seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brett Greenwell, Aye.

- **Award of the Request for Proposal (RFP) for the Construction of an Expansion to the Existing Facility**

The RFP review committee — Dave Bullock, Angelee Spader, Casey Arrington, and Jeff Biesenger — evaluated the proposals against a 75-point rubric consisting of experience and qualifications (20 points, with preference given to contractors with charter school experience), detailed construction timeline (20 points), overall price (20 points), and itemized cost breakdown (15 points). Four bids were received: Silverleaf Construction, Blue Mark Construction, Hadfield, and Stout. Stout's proposal received the highest score and was determined the most advantageous for the school.

Stacey Phillips made a motion to award the RFP for the construction of an expansion to the existing facility to Stout. Steve Reeve seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brett Greenwell, Aye.

The Board discussed whether a not-to-exceed amount should be established at this time. It was determined that the guaranteed maximum price (GMP) will be brought back to the Board for approval once the contractor has gathered subcontractor bids and submitted the GMP, at which point the price is contractually locked.

- **Approval of the LEA-Specific Educator Licenses for the 2026/2027 School Year**

In compliance with the Americans with Disabilities Act, individuals requiring special accommodations—including auxiliary communicative aids and services—should contact Quest Academy at 801-731-9859 at least three working days prior to the meeting.

| QA Board Meeting Minutes: 09.08.2026

Approved: _____

Dave Bullock presented the LEA-specific licenses, as outlined in the document included in the board packet. The licenses are for educators who are completing licensing requirements, including educators finishing university programs and endorsements, and educators who already hold degrees and are completing state-approved alternate pathways, such as the APPEL program, toward a professional educator license. The educators listed include both elementary and junior high staff.

Nicole Boucher made a motion to approve the LEA-Specific Educator Licenses for the 2026/2027 school year, as outlined in the document in the board packet. Steve Reeve seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brett Greenwell, Aye.

Board Training

- School Land Trust Training

Nicole Jones distributed the required annual School Land Trust training to Board members, along with a DocuSign acknowledgment to document completion. All Board members have completed the training with the exception of Shawn Miehke. There was no further discussion.

Calendaring

The Board discussed the meeting schedule. The tentative October 6, 2026, meeting was rescheduled to Tuesday, September 29, 2026, via Zoom, in order to consider approval of a purchase of approximately \$28,000 for a Curriculum Associates trainer supporting the new junior high math curriculum. The Board confirmed the November 10, 2026, meeting will be held in person at the school. It was requested that the guaranteed maximum price (GMP) for the expansion be available by the September 29 meeting, if possible.

Adjournment

At 6:56 PM Steve Reeve made a motion to adjourn the meeting. Nicole Boucher seconded. The motion passed unanimously. The votes were as follows: Stacey Phillips, Aye; Steve Reeve, Aye; Nicole Boucher, Aye; Brett Greenwell, Aye.



Quest Academy
Board of Directors Closed Session Statement

Meeting Date: 09/08/2026

Location: Electronic Meeting via Zoom

Closed Session Sworn Statement:

At a duly noticed public meeting held on the date listed above, the board of directors for Quest Academy entered into a closed session for the sole purpose of discussing the character, professional competence, or physical or mental health of an individual in accordance with Utah Code Ann. 52-4-1(1)(a).

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed electronically on the 8th day of September, 2026.

Stacey Phillips (Sep 8, 2026 21:13:39 MDT)

Board Chair

AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTOR (Lump Sum)

TABLE OF ARTICLES

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ARTICLE 1 AGREEMENT

This Agreement is made this 4th day of June in the year 2026,

by and between the

OWNER,
Quest Academy
4862 W 4000 S
West Haven, UT 84401

and the

CONSTRUCTOR,
Stout Building Contractors, LLC
1113 S 500 W
Bountiful, UT 84010

for construction and services in connection with the following

PROJECT Quest Academy Addition

Design Professional is Silverpeak Engineering.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Neither Constructor nor any of its agents or employees shall act on behalf of or in the name of Owner.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Constructor in accordance with §3.15, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Constructor, its Subcontractors and Subsubcontractors in connection with their construction operations.

2.3.1 Owner shall obtain from Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents. Owner shall indemnify and hold harmless Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.4 DEFINITIONS

2.4.1 "Agreement" means this ConsensusDocs 200 Standard Agreement and General Conditions Between Owner and Constructor (Lump Sum), as modified, and exhibits and attachments made part of this agreement upon its execution.

2.4.1.1 The following exhibits are part of this Agreement:

Exhibit A: Stout Cost Proposal – Bid Form

Exhibit B: Drawing Log

Exhibit C: Specifications Log

Exhibit D: Bid Schedule

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating a change in the scope of the Work, Contract Price, or Contract Time, including substitutions proposed by Constructor and accepted by Owner.

2.4.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §14.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.13.4; and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.4.5 "Contract Price" is the amount indicated in §7.1 and represents full compensation for performance by the Constructor of the Work in conformance with the Contract Documents.

2.4.6 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion in §6.1.1.

2.4.7 "Constructor" is the person or entity identified in ARTICLE 1. References to General Contractor or Contractor in the Contract Documents may be a reference to Constructor.

2.4.8 "Cost of the Work" means the costs and discounts specified in §8.3.4.

2.4.9 "Date of Commencement" is as set forth in §6.1.

2.4.10 "Day" means a calendar day.

2.4.11 "Defective Work" is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.4.13 "Final Completion" occurs on the date when Constructor's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by Parties.

2.4.14 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.4.15 "Law" means federal, state, or local law, ordinance, code, rule, and regulations applicable to the Work with which Constructor must comply that are enacted as of the Agreement date.

2.4.16 "Interim Directive" is a written order containing Work instructions directed by Owner pursuant to §8.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.4.17 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.4.18 "Overhead" means (a) payroll costs, burden, and other compensation of Constructor's employees in Constructor's principal and branch offices; (b) general and administrative expenses of Constructor's principal and branch offices including charges against Constructor for delinquent payments; and (c) Constructor's capital expenses, including interest on capital used for the Work.

2.4.19 "Owner" is the person or entity identified in ARTICLE 1.

2.4.20 The "Parties" are collectively Owner and Constructor.

2.4.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Constructor is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.4.22 The "Schedule of the Work" is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.4.23 A "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.4.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Constructor's control. This date shall be confirmed by a Certificate of Substantial Completion signed by the Parties.

2.4.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor, another subsubcontractor, or Supplier to perform a portion of the Work or to supply material or equipment.

2.4.26 A "Supplier" is a person or entity retained by Constructor to provide material or equipment for the Work.

2.4.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.4.28 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.29 "Worksite" means the area of the Project location identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

Constructor shall use its diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Such Work includes furnishing construction administration and management services.

3.1 GENERAL RESPONSIBILITIES

3.1.1 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents.

3.1.2 Constructor represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Constructor is not liable to Owner for damages resulting from compliance with such instructions unless (a) Constructor recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Constructor shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules

and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. In accordance with §6.3, Contract Price and Contract Time may be equitably adjusted for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.2.3 With regard to the work of Owner and Others, Constructor shall: (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner and Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Constructor does not notify Owner of defects interfering with the performance of the Work, Constructor acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly issue an Interim Directive informing Constructor what action, if any, Constructor shall take with regard to the defects.

3.3 CONTRACT DOCUMENT REVIEW

3.3.1 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents, relevant field measurements made by Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, Constructor shall promptly report them to Owner. It is recognized, however, that Constructor is not acting in the capacity of a licensed design professional, and that Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with a Law, building code, or regulation. Following receipt of written notice from Constructor of errors, omissions, or inconsistencies, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the errors, omissions, or inconsistencies.

3.3.3 In accordance with this Agreement, Constructor may be entitled to adjustments of the Contract Price or Contract Time because of clarifications or instructions arising out of Constructor's reports described in this §3.3.

3.3.4 Nothing in §3.3 shall relieve Constructor of responsibility for its own errors, inconsistencies, or omissions.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 Constructor shall provide competent supervision for the performance of the Work. Before commencing the Work, Constructor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner may review their qualifications. If, for reasonable cause, Owner refuses to approve an individual, or withdraws its approval after once giving it, Constructor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the Worksite.

3.4.2 Constructor shall be responsible to Owner for acts or omissions of a person or entity performing on behalf of Constructor or any of its Subcontractors and Suppliers.

3.4.3 Constructor shall permit only qualified persons to perform the Work. Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, Constructor shall immediately reassign the person upon receipt of Owner's Interim Directive to do so.

3.4.4 CONSTRUCTOR'S REPRESENTATIVE Constructor's authorized representative is Mitchell Sowers or Aaron Halley. Constructor's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Constructor changes its representative or the representative's authority, Constructor shall immediately notify Owner in writing.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 MATERIALS FURNISHED BY OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.7 TESTS AND INSPECTIONS

3.7.1 Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.7.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents, which shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Constructor and promptly delivered to Owner.

3.7.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Constructor shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.7.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents, Constructor shall be responsible for costs of correction and retesting.

3.8 WARRANTY

3.8.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and

tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Constructor's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.8.3 Constructor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Constructor's liability for such warranties shall be limited to the one-year correction period as provided in the section below. After that period, Constructor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work, if any Defective Work is found, Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Constructor or give Constructor an opportunity to test or correct Defective Work as reasonably requested by Constructor, Owner waives Constructor's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Constructor.

3.9.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Constructor. If payments then or thereafter due Constructor are not sufficient to cover such amounts, Constructor shall pay the difference to Owner.

3.9.4 Constructor's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Constructor and allow Constructor an opportunity to correct the Work if Constructor elects to do so. If Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Constructor does not elect to correct the Work, Owner may have the Work corrected by itself or others, and, if Owner intends to seek recovery of those costs from Constructor, Owner shall promptly provide Constructor with an accounting of actual correction costs.

3.9.5 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Constructor's other obligations under the Contract Documents.

3.9.7 Before final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CORRECTION OF COVERED WORK

3.10.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered shall be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Constructor shall pay the costs of uncovering and replacement.

3.10.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Constructor's expense and with no Contract Time adjustment.

3.11 SAFETY

3.11.1 SAFETY PROGRAMS Constructor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors their safety responsibilities and to comply with the Law. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored onsite or offsite for use in the Work; and (c) property located at the Worksite and adjacent to work areas.

3.11.2 CONSTRUCTOR'S SAFETY REPRESENTATIVE Constructor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Constructor in writing to Owner, Constructor's project superintendent shall serve as its safety representative. Constructor shall report promptly in writing to Owner all recordable accidents and injuries occurring at the Worksite. When Constructor is required to file an accident report with a public authority, Constructor shall furnish a copy of the report to Owner.

3.11.3 Constructor shall provide Owner with copies of all notices required of Constructor by Law. Constructor's safety program shall comply with the requirements of authorities having jurisdiction.

3.11.4 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.11.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Constructor's safety program, may require by Interim Directive, Constructor to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Constructor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Price. Constructor agrees to make no claim for damages, for an increase in the Contract Price or Contract Time based on Constructor's compliance with Owner's reasonable request.

3.12 EMERGENCIES

3.12.1 In an emergency affecting the safety of persons or property, Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price

or Contract Time resulting from the actions of Constructor in an emergency situation shall be determined as provided in ARTICLE 8.

3.13 HAZARDOUS MATERIALS

3.13.1 Constructor shall not be obligated to commence Work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Constructor shall be entitled to immediately stop Work in the affected area. Constructor shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.13.3 Constructor shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.13.5 If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time in accordance with this Agreement.

3.13.6 To the extent permitted by §6.6 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Constructor, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Safety Data Sheets (SDS) as required by Law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Constructor, Subcontractors, Owner, or Others, shall be maintained at the Worksite by Constructor and made available to Owner, Subcontractors, and Others.

3.13.7.2 Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Constructor if such materials or substances are required by the Contract Documents.

3.13.7.3 To the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, its agents, officers, directors, and employees, Constructor shall indemnify and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure,

arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor.

3.13.8 §3.13 in its entirety shall survive the completion of the Work or Agreement termination.

3.14 SUBMITTALS

3.14.1 Constructor shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required by §4.6.1. Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. If the Contract Documents do not contain submittal requirements pertaining to the Work, Constructor agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.14.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.14.3 Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 Record copies of the following, incorporating field changes and selections made during construction, shall be accessible at the Worksite and available to Owner upon request: drawings, specifications, addenda, Change Order and other modifications, and required submittals including product data, samples, and shop drawings.

3.14.5 Constructor shall prepare and submit to Owner final marked-up as-built drawings and other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.15 DESIGN DELEGATION If the Contract Documents specify that Constructor is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Constructor shall not be responsible for the adequacy of such performance and design criteria.

As required by the Law, Constructor shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Constructor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Constructor's design professional.

3.16 WORKSITE CONDITIONS

3.16.1 WORKSITE VISIT Constructor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.16.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Constructor shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or the Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in ARTICLE 8.

3.17 PERMITS AND TAXES

3.17.1 Constructor shall give public authorities all notices required by Law and, except for permits and fees that are the responsibility of Owner, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Constructor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.17.2 Constructor shall pay applicable taxes for the Work provided by Constructor.

3.17.3 If, in accordance with Owner's direction, Constructor claims an exemption for taxes, Owner shall indemnify and hold Constructor harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Constructor as a result of any such claim.

3.18 CUTTING, FITTING, AND PATCHING

3.18.1 Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.18.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.19 CLEAN UP

3.19.1 Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.19.2 If Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due to Constructor in the next payment period.

3.20 ACCESS TO WORK Constructor shall facilitate the access of Owner, Design Professional, and Others to Work in progress.

3.21 REBATES AND INCENTIVES Constructor shall have the right to apply for and retain any incentives, rebates, or similar benefits associated with the materials and/or equipment installed as part of the Work, regardless of the entity offering such incentives or rebates. Owner agrees to provide reasonable assistance and documentation as required to facilitate Constructor's application for these incentives and rebates.

3.22 COMPLIANCE WITH THE LAW Constructor shall comply with the Law at its own cost. Constructor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with the Law, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.22.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including but not limited to increased taxes or tariffs, enacted after the date of this Agreement.

3.23 CONFIDENTIALITY Constructor shall treat as confidential and not disclose to third-persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Constructor or which Constructor may acquire in performing the Work. To the extent necessary to perform the Work, Constructor's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Constructor's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter, at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Constructor, Owner shall secure and pay for all other permits, approvals,

easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide two (2) hard copies of the Contract Documents to Constructor without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addenda, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, each Party shall bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is David Bullock. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or its Representative's authority, Owner shall immediately notify Constructor in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Constructor, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Constructor and Others with regard to respective responsibilities for clean up at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Constructor, Owner shall either (a) promptly remedy the damage or loss (and assume affected warranty responsibilities), (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Constructor incurs costs or is delayed due to such loss or damage, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.1.1 Promptly after executing this Agreement, if directed, Constructor shall provide Owner and, if directed, Design Professional with a written list of the proposed Subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed Subcontractor or Supplier, Owner shall notify Constructor in writing. Failure to promptly object shall constitute acceptance.

5.1.2 If Owner has reasonably and promptly objected, Constructor shall not contract with the proposed Subcontractor or Supplier, and Constructor shall propose another acceptable Subcontractor

or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the Contract Price or Contract Time because of the substitution.

5.2 BINDING OF SUBCONTRACTORS AND SUPPLIERS Constructor agrees to bind every Subcontractor and Supplier (and require each Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Document's applicable provisions to that portion of the Work.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Constructor to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §11.3 or §11.4; and

(b) Owner accepts such assignment after termination by notifying Constructor and Subcontractor or Constructor and Supplier in writing, and assumes all rights and obligations of Constructor pursuant to each subcontract or supply agreement.

5.3.1 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement shall be established as fourteen (14) days following issuance of all permits for all Work and Constructor's receipt of a written notice to proceed from Owner, anticipating this date to be on or near 10/1/2026

6.1.1 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in two hundred thirty-six (236) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, Constructor shall achieve Final Completion within twenty-two (22) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Constructor shall not knowingly commence the Work before the effective date of Constructor's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, if directed, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Constructor shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Constructor shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Constructor consequently incurs costs or is

delayed, or both, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §11.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated; (n) unusual delays in the supply chain. Constructor shall submit any requests for equitable extensions of Contract Time in accordance with ARTICLE 8.

6.3.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (n) immediately above, Constructor shall be entitled to an equitable adjustment in the Contract Price subject to §6.6.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Constructor shall give Owner written notice of the claim in accordance with §8.4. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.6. Owner shall process any such claim against Constructor in accordance with ARTICLE 8.

6.5 LIQUIDATED DAMAGES

6.5.1 SUBSTANTIAL COMPLETION Liquidated damages based on Substantial Completion date shall apply.

6.5.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Constructor shall pay Owner Two Hundred Fifty dollars (\$250) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.5.2 FINAL COMPLETION Liquidated damages based on the Final Completion date shall not apply.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.5 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of

business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PRICE

7.1 LUMP SUM Lump sum is the Contract Price of Three Million Two Hundred Thirty-Seven Thousand Six Hundred Thirty-Two dollars (\$3,237,632) subject to adjustment as provided in this Agreement.

7.2 ALLOWANCES

7.2.1 All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and the particular Suppliers or Subcontractors to supply specific allowance items, if Constructor reasonably objects to a Supplier or Subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work.

7.2.2 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's Overhead and profit for the allowances is included in the Contract Price, not in the allowances. If incurred costs are greater or less than the allowances, a Party may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

8.1 CHANGE ORDER

8.1.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order and processed in accordance with this article.

8.1.2 For changes in the Work, the Parties shall negotiate an appropriate adjustment to the Contract Price or the Contract Time in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

8.1.3 NO OBLIGATION TO PERFORM Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

8.2 INTERIM DIRECTIVES

8.2.1 Owner may issue an Interim Directive directing a change in the Work before agreeing on an adjustment to Contract Price or Contract Time, or directing Constructor to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Constructor shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

8.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed Work is performed, Constructor shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform such Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 12. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Constructor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

8.2.3 When the Parties agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding Interim Directives on which The Parties have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.3 DETERMINATION OF COST

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

8.3.2 unit prices set forth in this Agreement or as subsequently agreed plus 5% for Overhead and 5% for profit; or

8.3.3 a mutually accepted, itemized lump sum plus 5% for Overhead and 5% for profit; or

8.3.4 COST OF THE WORK Cost of the Work as defined by this §8.3.4 plus 5% for Overhead and 5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

8.3.4.1 Labor wages directly employed by Constructor performing the Work;

8.3.4.2 Salaries of Constructor's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

8.3.4.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Constructor's standard personnel policy, insofar as such costs are paid to employees of Constructor who are included in the Cost of the Work in §8.3.4.1 and §8.3.4.2;

8.3.4.4 Reasonable transportation, travel, and hotel expenses of Constructor's personnel incurred in connection with the Work;

8.3.4.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

8.3.4.6 Payments made by Constructor to Subcontractors for performed Work;

8.3.4.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in

the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Constructor;

8.3.4.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Constructor or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Constructor or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

8.3.4.9 Cost of the premiums for all insurance and surety bonds which Constructor is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;

8.3.4.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Constructor is liable;

8.3.4.11 Permits, fees, licenses, tests, and royalties;

8.3.4.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Constructor's negligence;

8.3.4.13 Water, power, and fuel costs necessary for the changed Work;

8.3.4.14 Cost of removal of all nonhazardous substances, debris, and waste materials;

8.3.4.15 Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work;

8.3.4.16 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Constructor, all cash discounts shall accrue to Constructor. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

8.3.4.17 COST REPORTING Constructor shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Constructor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to requested payment for Cost of the Work. Constructor shall preserve all such records for a period of three years after the final payment or longer where required by Law;

8.3.4.18 COST AND SCHEDULE ESTIMATES Constructor shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.

8.3.4.19 Cost of the Work pursuant to §8.3.4 is determined net of savings from the change. Constructor's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease of ten (10) percent or more. Constructor shall maintain a documented, itemized accounting evidencing expenses and savings.

8.3.5 If unit prices are set forth in the Contract Documents or the Parties subsequently agree, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

8.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES Owner may direct Constructor to perform incidental changes in the Work, upon concurrence with Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing an Interim Directive.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the Contract Price.

9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS Constructor shall submit to Owner, and if directed, Design Professional a monthly application for payment no later than the 10th Day of the calendar month for the preceding calendar month. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on a payment application, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §9.2.4.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

9.2.3 LIEN WAIVERS AND LIENS

9.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner as a prerequisite for payment, Constructor shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. Constructor shall not be required to sign

an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

9.2.3.2 EVIDENCE OF PAYMENT If required by Owner as a prerequisite for payment, Owner will recognize cleared checks made to Constructor's Subcontractors, Suppliers, and lower-tier vendors, in an amount matching conditional lien waivers received for same, as evidence of payment and unconditional release of lien or claim.

9.2.3.3 REMOVING LIENS If Owner has made payments in the time required by this ARTICLE 9, Constructor shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Constructor fails to take such action on a lien, Owner may cause the lien to be removed at Constructor's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 12 relating to the subject matter of the lien.

9.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §9.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

9.2.4.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.4.2 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Constructor may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:

9.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 Except as accepted by the insurer providing Builder's Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others to whom Owner may be liable;

9.3.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with this Agreement;

9.3.4 rejected or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

9.3.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

9.3.7 uninsured third-party claims involving Constructor, or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received, including interest for late payment. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time under ARTICLE 8.

9.6 SUBSTANTIAL COMPLETION

9.6.1 Constructor shall notify Owner and, if directed, Design Professional, when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Work or a designated portion is achieved, Constructor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work. In the absence of a clear delineation of responsibilities, Owner shall assume all responsibilities for items such as security, maintenance, utilities, insurance, and damage to the Work. The Certificate of Substantial Completion shall also list any items to be completed or corrected, and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Constructor to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

9.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to one hundred fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s)

consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.2 When Final Completion has been achieved, Constructor shall prepare for Owner's written acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.3 Final payment of the balance of the Contract Price shall be made to Constructor within twenty (20) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under §9.8.4, and a Certificate of Final Completion has been executed by the Parties.

9.8.4 Final payment is due upon Constructor's submission to Owner of the following:

9.8.4.1 An affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

9.8.4.2 As-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

9.8.4.3 Release of any liens, conditioned on final payment being received;

9.8.4.4 Consent of any surety; and

9.8.4.5 Any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

9.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Constructor, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Constructor shall submit to Owner, and if directed, Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.6 OWNER'S CLAIMS RESERVATION Owner's claims not reserved in writing with final payment are waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided for by §10.1.2.

10.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §10.1.1.

10.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

10.2.1 Before starting the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, shall be written with at least the following limits of liability:

10.2.1.1 Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident.
- (b) \$1,000,000 bodily injury by disease policy limit.
- (c) \$1,000,000 bodily injury by disease per employee.

10.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

10.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.
- (b) \$2,000,000 general aggregate.
- (c) \$1,000,000 products/completed operations aggregate.
- (d) \$1,000,000 personal and advertising injury limit.

10.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under §10.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

10.2.3 Constructor shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement.

10.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3 PROPERTY INSURANCE

10.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Constructor, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

10.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;

10.3.1.2 damage resulting from defective design, workmanship, or material;

10.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

10.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

10.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

10.3.1.6 physical loss resulting from Terrorism.

10.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §10.3.1

10.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Constructor and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

10.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.5 To the extent of the limits of Constructor's CGL specified in §10.2.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.6 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to section 10.3.1 until the Date of Final Completion.

10.3.7 POLLUTION LIABILITY INSURANCE Constructor is not required to maintain pollution liability insurance.

10.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner shall not require Constructor to purchase and maintain additional liability coverage.

10.5 ROYALTIES, PATENTS, AND COPYRIGHTS Constructor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Constructor and incorporated in the Work. Constructor shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Constructor harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

10.6 BONDS Performance and Payments bonds ☐are/ ☒are not required. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's

acceptance shall not be withheld without reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time.

10.7 PROFESSIONAL LIABILITY INSURANCE Owner shall not require Constructor to purchase and maintain professional liability coverage.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

11.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default.

11.2.1 After receiving Owner's written notice, if Constructor fails within seven (7) Days after receipt of written notice from Owner to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Constructor a second notice to correct the default within three (3) Business Days after receipt. The second notice to Constructor, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

11.2.2 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give Constructor prompt written notice.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT Upon expiration of the second notice period to cure pursuant to §11.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §11.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this

section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

11.3.2 USE OF CONSTRUCTOR'S MATERIALS, SUPPLIES, AND EQUIPMENT If Owner or Others perform work under §11.3, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner and others performing work under §11.3 shall also have the right to use construction tools and equipment located on the Worksite and belonging to the Constructor or Subsubcontractors for the purpose of completing the remaining Work, but only after Constructor's written consent. If Owner uses Constructor's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Constructor and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Constructor's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Constructor in substantially the same condition as when they were taken, reasonable wear and tear excepted.

11.3.3 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Constructor or Constructor's trustee rejects the Agreement; (b) a default occurred and Constructor is unable to give adequate assurance of required performance; or (c) Constructor is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.4 Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice Constructor for all amounts due pursuant to §11.2 and §11.3.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon Constructor's receipt of Owner's written notice from Owner, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If Owner terminates this Agreement for convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; (c) reasonable attorneys' fees and costs related to termination; and (d) a premium of 25% of Constructor's fee.

11.4.3 If Owner terminates this Agreement, Constructor shall:

11.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

11.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

11.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

11.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Seven (7) Days' after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Constructor for any of the following reasons:

- (a) under court order or order of other governmental authorities having jurisdiction;
- (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or
- (c) suspension by Owner for convenience pursuant to §11.1.

11.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner:

11.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing; or

11.5.2.2 assigns this Agreement over Constructor's reasonable objection; or

11.5.2.3 fails to pay Constructor in accordance with this Agreement and Constructor has stopped Work in compliance with §9.5; or

11.5.2.4 otherwise materially breaches this Agreement.

11.5.3 Upon termination by Constructor in accordance with §11.5.2, Constructor is entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution procedure. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures below.

12.3 MEDIATION If direct discussions pursuant to §12.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall

be shared equally by the Parties. The Parties choose mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), and administered by AAA.

12.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to Litigation in the state or federal court having jurisdiction of the matter in the location of the Project.

12.5 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

12.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

12.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Constructor that Constructor may have under lien laws.

ARTICLE 13 MISCELLANEOUS

13.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 ASSIGNMENT Except as to the assignment of proceeds, the Parties shall not assign their interest in this Agreement without the written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Constructor or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Constructor than this Agreement. If such assignment occurs, Constructor shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

13.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

13.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

13.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS

14.1.1 The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Drawings: per Exhibit B: Drawing Log
- (b) Specifications: per Exhibit C: Specifications Log
- (c) Addenda: Addenda A 8-26-2026

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in Contract Time or Contract Price pursuant to ARTICLE 8, or a dispute mitigation and resolution, Owner's clarifications are final and binding.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.3 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to §14.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued and acknowledged before Agreement execution or signed by both Parties; (d) information furnished by Owner pursuant to §3.13.4 or designated as a Contract Document in §14.1; (e) other Contract Documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

OWNER:

Quest Academy Inc.

BY: _____

NAME: _____

TITLE: _____

CONSTRUCTOR:

Stout Building Contractors, LLC

BY: _____

NAME: _____

TITLE: _____

Exhibit A

Quest Academy Addition

4862 W 4000 S
West Haven UT



9/4/2026

Page 1	Totals
Division 01 - General Requirements	213,523
Division 02 - Existing Conditions	21,975
Division 03 - Concrete	190,041
Division 04 - Masonry	14,868
Division 05 - Metals	506,589
Division 06 - Wood, Plastics, Composites	16,410
Division 07 - Thermal and Moisture Protection	316,781
Division 08 - Openings	164,357
Division 09 - Finishes	272,210
Division 10 - Specialties	34,129
Division 11 - Equipment	105,350
Division 12 - Furnishings	72,800
Division 13 - Special Construction	-
Division 14 - Conveying Equipment	-
Division 21 - Fire Suppression	67,583
Division 22 - Plumbing	108,900
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)	227,750
Division 25 - Integrated Automation	-
Division 26 - Electrical	127,920
Division 27 - Communications	-
Division 28 - Electronic Safety and Security	-
Division 31 - Earthwork	243,425
Division 32 - Exterior Improvements	57,419
Division 33 - Utilities	161,000
Division 50 - Soft Costs and Contracting Requirements	266,726
Payment & Performance Bond	47,876
Weather Conditions	-
Construction Contingency	-

Total: 3,237,632
Price per Ft: 212.92

Vertical Costs: 2,723,861
Building Sq. Footage: 15,206
Price per Ft: 179.13

Site Costs: 513,771
Land Sq. Footage: No Takeoff
Price per Ft (Land): #VALUE!

Quest Academy Addition

Page 2

Assumptions, Clarifications, Exclusions

Notes:

- Project has a high water table; a \$100,000 allowance is included for site dewatering
- \$30,000 allowance included to repair landscape after lay-down field use
- The plans say that we are responsible for the Kitchen Hood, but no hood or other equipment is drawn, and this is not included currently.
- Fire Marshall may require a second zone for the second floor fire sprinklers. This is not included in our bid and would be approximately \$5,000 additional
- Currently carrying AISC Certified Steel fabricator/erector per specifications. If this is not required we have lower bids that are not AISC certified.

Exclusions:

- Permits and Utility Connection/Impact Fees are not included
- Weather Conditions are not included
- Rock Excavation is not included
- Special Inspections and Testing are not included
- Prices are subject to change due to market volatility.
- Prices are good for 30 days.

This estimate includes customary means and methods of project management and delivery. This estimate does not include contingencies for future impacts to project or site management, supply chain delays, tariff impacts, or other unanticipated events such as encountering hazardous materials, labor disputes not involving contractor, fire, terrorism, epidemics, adverse governmental action, natural disasters, Acts of God, or adverse weather conditions that are unanticipated.

This estimate is based on the following bid documents dated:

- Architectural Drawings n/a
- Civil Drawings n/a
- Soils Report n/a
- Project Manual n/a
- Addendum Acknowledgement n/a

Quest Academy Addition

Page 3		Totals
Division 01 - General Requirements		213,523
ONSITE MANAGEMENT		110,458
TEMPORARY FACILITIES		35,738
SITE CLEANUP AND MAINTENANCE		19,682
OTHER GENERAL REQUIREMENTS		47,645
Division 02 - Existing Conditions		21,975
02-2000 Asbestos Survey		-
02-3000 Geotech Report		-
02-4000 Demo & Structure Moving		21,975
02-5000 Remediation		-
02-8000 Abatement		-
Division 03 - Concrete		190,041
03-2000 Concrete Reinforcing		-
03-3000 Cast-in-Place Concrete		190,041
03-5000 Gypcrete		-
Division 04 - Masonry		14,868
04-2000 Unit Masonry		-
04-4000 Stone Assemblies		-
04-7000 Manufactured Masonry		14,868
Division 05 - Metals		506,589
05-1000 Structural Metal		506,589
05-2000 Joist & Decking		-
05-5000 Metal Fabrications		-
05-7000 Decorative Metal		-
Division 06 - Wood, Plastics, Composites		16,410
06-1000 Rough Carpentry		9,000
06-4000 Architectural Woodwork		-
06-8000 Composite Fabrications		7,410
Division 07 - Thermal and Moisture Protection		316,781
07-1000 Dampproofing and Waterproofing		48,620
07-2000 Thermal Protection		25,475
07-2400 Exterior Insulation and Finish Systems		-
07-3000 Steep Slope Roofing		2,000
07-4000 Siding and Metal Panels		174,001
07-5000 Membrane Roofing		58,585
07-6000 Flashing & Sheetmetal		8,100
07-9000 Joint Protection		-
Division 08 - Openings		164,357
08-1000 Doors and Frames		48,898
08-3000 Specialty Doors and Frames		9,768
08-4000 Entrances, Storefronts, and Curtain Walls		93,382
08-5000 Windows		12,309
08-6000 Roof Windows and Skylights		-
08-7000 Hardware		-

Quest Academy Addition

Amount Totals

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Division 09 - Finishes	272,210
09-2000 Plaster & Gypsum Board	159,426
09-3000 Tiling	33,000
09-5000 Ceilings	-
09-6400 Wood Flooring	-
09-6500 Resilient Flooring	39,250
09-6700 Fluid-Applied Flooring	-
09-6800 Carpeting	-
09-7000 Wall Finishes	-
09-8000 Acoustic Treatments	-
09-9100 Painting	38,494
09-9700 Concrete Polishing and Special Coatings	2,040
Division 10 - Specialties	34,129
10-1000 Information Specialties	5,728
10-2000 Interior Specialties	8,070
10-3000 Fireplaces & Stoves	-
10-4000 Safety Specialties	804
10-5000 Storage Specialties	19,527
10-7000 Exterior Specialties	-
Division 11 - Equipment	105,350
11-1100 Vehicle and Pedestrian Equipment	-
11-4000 Foodservice Equipment	-
11-5000 Education & Scientific Equipment	-
11-6000 Entertainment & Recreation Equipment	105,350
Division 12 - Furnishings	72,800
12-2000 Window Treatments	-
12-3000 Casework	72,800
12-6000 Multiple Seating	-
Division 13 - Special Construction	-
13-0000 Other Special Construction	-
13-1000 Special Facility Components	-
13-3400 Fabricated Engineered Structures	-
Division 14 - Conveying Equipment	-
14-2000 Elevators	-
Division 21 - Fire Suppression	67,583
21-0000 Fire Suppression	67,583
Division 22 - Plumbing	108,900
22-0000 Plumbing	108,900
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)	227,750
23-0000 HVAC Dry Side	227,750
23-1000 HVAC Wet Side	-
Division 25 - Integrated Automation	-
25-0000 Integrated Automation	-
Division 26 - Electrical	127,920
26-0000 Electrical	127,920
26-3200 Packaged Generator Assemblies	-
26-5000 Lighting	-
Division 27 - Communications	-
27-0000 Communications	-

Quest Academy Addition

Totals

Page 5

Division 28 - Electronic Safety and Security	-
28-1000 Access Control & Intrusion	-
28-2000 Electronic Surveillance	-
28-3000 Elect Detection & Alarm	-
Division 31 - Earthwork	243,425
02-4000 Site Demolition	23,400
31-0214 SWPPP Control	12,820
31-2000 Earth Moving	207,205
31-6000 Special Foundations	-
Division 32 - Exterior Improvements	57,419
32-1100 Base Courses	9,147
32-1200 Flexible Paving	10,361
32-1300 Rigid Paving	-
32-1400 Unit Paving (Concrete Pavers)	-
32-1600 Site Concrete	36,986
32-1700 Paving Specialties	925
32-3100 Fences & Gates	-
32-3200 Retaining Walls	-
32-3300 Site Furnishings	-
32-8000 Landscaping	-
Division 33 - Utilities	161,000
33-1000 Water Utilities	117,750
33-2000 Wells	-
33-3000 Sanitary Sewage	22,000
33-4000 Storm Drainage	21,250
33-5000 Fuel Distribution	-
33-7000 Electrical Utilities	-
33-8000 Communications Utilities	-
Division 50 - Soft Costs and Contracting Requirements	266,726
05-1000 Plans & Engineering	-
05-0000 Permits & Fees	-
General Liability Insurance	17,483
Builders Risk Insurance	2,590
Sales and Use Tax	-
OFFSITE MANAGEMENT	92,480
Builders Fee	154,173
Subtotal:	3,189,756
Payment & Performance Bond	47,876
Weather Conditions	-
Construction Contingency	-
Total:	3,237,632

Alternates

Kitchen Hood, grease duct, make up air	-
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Exhibit B

Drawing #	Drawing Title	Revision	Drawing Date	Received Date	Set Name
G001	COVER SHEET	0	8/7/2026	8/21/2026	Bid Set
G011	CODE ANALYSIS	0	8/7/2026	8/21/2026	Bid Set
G012	SECURITY PLANS	0	8/7/2026	8/21/2026	Bid Set
G020	ADA DETAILS	0	8/7/2026	8/21/2026	Bid Set
G021	ADA DETAILS	0	8/7/2026	8/21/2026	Bid Set
G022	ADA DETAILS	0	8/7/2026	8/21/2026	Bid Set
C001	COVER SHEET & GENERAL NOTES	0	7/16/2026	8/21/2026	Bid Set
C100	DEMOLITION PLAN	0	7/16/2026	8/21/2026	Bid Set
C200	SITE PLAN	0	7/16/2026	8/21/2026	Bid Set
C201	SITE DETAILS	0	7/16/2026	8/21/2026	Bid Set
C300	GRADING / DRAINAGE PLAN	0	7/16/2026	8/21/2026	Bid Set
C400	UTILITY PLAN	0	8/7/2026	8/21/2026	Bid Set
C401	UTILITY DETAILS	0	7/16/2026	8/21/2026	Bid Set
C402	UTILITY DETAILS	0	7/16/2026	8/21/2026	Bid Set
C500	EROSION CONTROL PLAN	0	7/16/2026	8/21/2026	Bid Set
C501	SWPPP NOTES	0	7/16/2026	8/21/2026	Bid Set
A001	DEMOLITION PLANS	0	8/7/2026	8/21/2026	Bid Set
A101	LEVEL 1 FLOOR PLAN	0	8/7/2026	8/21/2026	Bid Set
A102	ENLARGED LEVEL 1 FLOOR PLAN	0	8/7/2026	8/21/2026	Bid Set
A120	LEVEL 2 FLOOR PLAN	0	8/7/2026	8/21/2026	Bid Set
A121	ENLARGED LEVEL 2 FLOOR PLAN	0	8/7/2026	8/21/2026	Bid Set
A122	FINISH PLANS & SCHEDULE	0	8/7/2026	8/21/2026	Bid Set
A123	FINISH PLAN LEVEL 2 & SCHEDULE	0	8/7/2026	8/21/2026	Bid Set
A141	LEVEL 1 REFLECTED CEILING PLAN	0	8/7/2026	8/21/2026	Bid Set
A142	LEVEL 2 REFLECTED CEILING PLAN	0	8/7/2026	8/21/2026	Bid Set
A151	ROOF PLAN	0	8/7/2026	8/21/2026	Bid Set
A201	EXTERIOR ELEVATIONS	0	8/7/2026	8/21/2026	Bid Set
A202	EXTERIOR ELEVATIONS	0	8/7/2026	8/21/2026	Bid Set
A301	BUILDING SECTIONS	0	8/7/2026	8/21/2026	Bid Set
A302	BUILDING SECTIONS	0	8/7/2026	8/21/2026	Bid Set
A303	BUILDING SECTION	0	8/7/2026	8/21/2026	Bid Set
A311	WALL SECTIONS	0	8/7/2026	8/21/2026	Bid Set
A312	WALL SECTIONS	0	8/7/2026	8/21/2026	Bid Set
A313	WALL SECTIONS	0	8/7/2026	8/21/2026	Bid Set
A401	ENLARGED RESTROOM PLANS & INTERIOR	0	8/7/2026	8/21/2026	Bid Set
A421	ENLARGED STAIR PLANS, SECTIONS, & DETAILS	0	8/7/2026	8/21/2026	Bid Set
A501	WALL TYPES	0	8/7/2026	8/21/2026	Bid Set
A511	FLOOR PLAN DETAILS	0	8/7/2026	8/21/2026	Bid Set
A521	SECTION DETAILS	0	8/7/2026	8/21/2026	Bid Set
A522	SECTION DETAILS	0	8/7/2026	8/21/2026	Bid Set
A523	DOOR AND STOREFRONT DETAILS	0	8/7/2026	8/21/2026	Bid Set
A531	FINISH DETAILS	0	8/7/2026	8/21/2026	Bid Set
A541	CEILING DETAILS	0	8/7/2026	8/21/2026	Bid Set
A551	ROOF DETAILS	0	8/7/2026	8/21/2026	Bid Set
A601	DOOR SCHEDULE	0	8/7/2026	8/21/2026	Bid Set
A611	WINDOW SCHEDULE	0	8/7/2026	8/21/2026	Bid Set

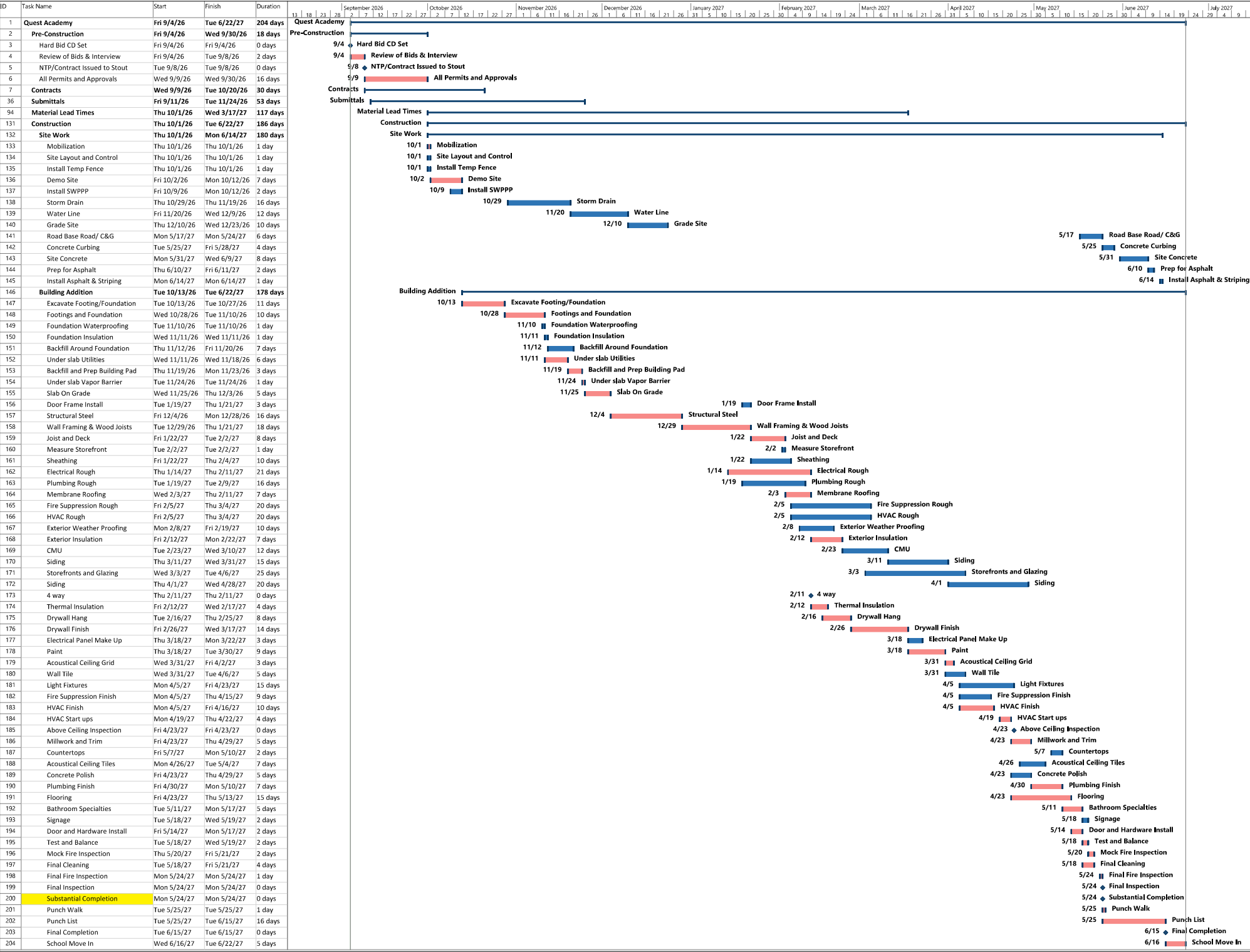
A631	CASEWORK	0	8/7/2026	8/21/2026	Bid Set
A900	3D - VIEWS	0	8/7/2026	8/21/2026	Bid Set
S001	GENERAL STRUCTURAL NOTES	0	8/7/2026	8/21/2026	Bid Set
S002	SPECIAL INSPECTIONS	0	8/7/2026	8/21/2026	Bid Set
S101	FOOTING AND FOUNDATION PLAN	0	8/7/2026	8/21/2026	Bid Set
S111	FLOOR FRAMING PLAN	0	8/7/2026	8/21/2026	Bid Set
S121	ROOF FRAMING PLAN	0	8/7/2026	8/21/2026	Bid Set
S122	DECK EDGE PLAN	0	8/7/2026	8/21/2026	Bid Set
S201	ENLARGED STAIR FRAMING	0	8/7/2026	8/21/2026	Bid Set
S301	MOMENT FRAME ELEVATIONS	0	8/7/2026	8/21/2026	Bid Set
S302	MOMENT FRAME ELEVATIONS	0	8/7/2026	8/21/2026	Bid Set
S303	MOMENT FRAME DETAILS	0	8/7/2026	8/21/2026	Bid Set
S401	ENLARGED FRAMING PLANS	0	8/7/2026	8/21/2026	Bid Set
S501	FOOTING AND FOUNDATION DETAILS	0	8/7/2026	8/21/2026	Bid Set
S511	FLOOR FRAMING DETAILS	0	8/7/2026	8/21/2026	Bid Set
S512	FLOOR FRAMING DETAILS	0	8/7/2026	8/21/2026	Bid Set
S521	ROOF FRAMING DETAILS	0	8/7/2026	8/21/2026	Bid Set
S522	ROOF FRAMING DETAILS	0	8/7/2026	8/21/2026	Bid Set
P101	LEVEL 1 PLUMBING FLOOR PLAN - DWV	0	7/20/2026	8/21/2026	Bid Set
P102	LEVEL 2 PLUMBING FLOOR PLAN - DWV	0	7/20/2026	8/21/2026	Bid Set
P111	LEVEL 1 PLUMBING FLOOR PLAN - DOMESTIC	0	7/20/2026	8/21/2026	Bid Set
P112	LEVEL 2 PLUMBING FLOOR PLAN - DOMESTIC	0	7/20/2026	8/21/2026	Bid Set
M001	MECHANICAL SCHEDULES	0	7/20/2026	8/21/2026	Bid Set
M002	MECHANICAL SCHEDULES	0	7/20/2026	8/21/2026	Bid Set
M003	MECHANICAL SCHEDULES	0	7/20/2026	8/21/2026	Bid Set
M101	LEVEL 1 MECHANICAL PLAN	0	7/20/2026	8/21/2026	Bid Set
M102	LEVEL 2 MECHANICAL PLAN	0	7/20/2026	8/21/2026	Bid Set
M103	MECHANICAL ROOF PLAN	0	7/20/2026	8/21/2026	Bid Set
M601	MECHANICAL DETAILS	0	7/20/2026	8/21/2026	Bid Set
M602	MECHANICAL DETAILS	0	7/20/2026	8/21/2026	Bid Set
E100	ELECTRICAL NOTES / SYMBOLS	0	7/21/2026	8/21/2026	Bid Set
E201	LEVEL 1 POWER PLAN	0	7/21/2026	8/21/2026	Bid Set
E202	LEVEL 2 POWER PLAN	0	7/21/2026	8/21/2026	Bid Set
E203	ROOF POWER PLAN	0	7/21/2026	8/21/2026	Bid Set
E301	LEVEL 1 LIGHTING PLAN	0	7/21/2026	8/21/2026	Bid Set
E302	LEVEL 2 LIGHTING PLAN	0	7/21/2026	8/21/2026	Bid Set
E401	ONE-LINE DIAGRAM	0	7/21/2026	8/21/2026	Bid Set
E501	ELECTRICAL SCHEDULES	0	7/21/2026	8/21/2026	Bid Set
E502	ELECTRICAL SCHEDULES	0	7/21/2026	8/21/2026	Bid Set
E601	ELECTRICAL DETAILS	0	7/21/2026	8/21/2026	Bid Set

Exhibit C

Number	Description	Revision	Issued Date	Received Date	Set
000001	GEOTECHNICAL STUDY	0	7/15/2026	8/24/2026	Bid Set
000002	SITE-SPECIFIC SEISMIC STUDY	0	8/4/2026	8/24/2026	Bid Set
000003	EXISTING JR HIGH MECHANICAL & PLUMBING DRAWINGS	0	12/21/2011	8/31/2026	Bid Set
000004	EXISTING JR HIGH ELECTRICAL & CIVIL DRAWINGS	0	2/29/2012	8/31/2026	Bid Set
000010	TITLE PAGE	0	8/7/2026	8/26/2026	Bid Set
000110	TABLE OF CONTENTS	0	8/7/2026	8/26/2026	Bid Set
011000	SUMMARY	0	8/7/2026	8/26/2026	Bid Set
011200	MULTIPLE CONTRACT SUMMARY	0	8/7/2026	8/26/2026	Bid Set
012100	ALLOWANCES	0	8/7/2026	8/26/2026	Bid Set
012500	SUBSTITUTION PROCEDURES	0	8/7/2026	8/26/2026	Bid Set
012600	CONTRACT MODIFICATION PROCEDURES	0	8/7/2026	8/26/2026	Bid Set
012900	PAYMENT PROCEDURES	0	8/7/2026	8/26/2026	Bid Set
013100	PROJECT MANAGEMENT AND COORDINATION	0	8/7/2026	8/26/2026	Bid Set
013200	CONSTRUCTION PROGRESS DOCUMENTATION	0	8/7/2026	8/26/2026	Bid Set
013300	SUBMITTAL PROCEDURES	0	8/7/2026	8/26/2026	Bid Set
015000	TEMPORARY FACILITIES AND CONTROLS	0	8/7/2026	8/26/2026	Bid Set
016000	PRODUCT REQUIREMENTS	0	8/7/2026	8/26/2026	Bid Set
017300	EXECUTION	0	8/7/2026	8/26/2026	Bid Set
017700	CLOSEOUT PROCEDURES	0	8/7/2026	8/26/2026	Bid Set
017823	OPERATION AND MAINTENANCE DATA	0	8/7/2026	8/26/2026	Bid Set
017839	PROJECT RECORD DOCUMENTS	0	8/7/2026	8/26/2026	Bid Set
033000	CAST-IN-PLACE CONCRETE	0	8/7/2026	8/26/2026	Bid Set
042200	CONCRETE UNIT MASONRY	0	8/7/2026	8/26/2026	Bid Set
051200	STRUCTURAL STEEL FRAMING	0	8/7/2026	8/26/2026	Bid Set
052100	STEEL JOIST FRAMING	0	8/7/2026	8/26/2026	Bid Set
053100	STEEL DECKING	0	8/7/2026	8/26/2026	Bid Set
054000	COLD-FORMED METAL FRAMING	0	8/7/2026	8/26/2026	Bid Set
055000	METAL FABRICATIONS	0	8/7/2026	8/26/2026	Bid Set
055100	METAL STAIRS	0	8/7/2026	8/26/2026	Bid Set
057500	DECORATIVE FORMED METAL	0	8/7/2026	8/26/2026	Bid Set
061053	MISCELLANEOUS ROUGH CARPENTRY	0	8/7/2026	8/26/2026	Bid Set
061600	SHEATHING	0	8/7/2026	8/26/2026	Bid Set
062023	INTERIOR FINISH CARPENTRY	0	8/7/2026	8/26/2026	Bid Set
071900	WATER REPELLENTS	0	8/7/2026	8/26/2026	Bid Set
072100	THERMAL INSULATION	0	8/7/2026	8/26/2026	Bid Set
074120	PERFORMED METAL SIDING, CONCEALED FASTENING	0	8/7/2026	8/26/2026	Bid Set
074600	SIDING	0	8/7/2026	8/26/2026	Bid Set
075423	THERMOPLASTIC POLYLEFIN (TPO) ROOFING	0	8/7/2026	8/26/2026	Bid Set
076100	SHEET METAL ROOFING	0	8/7/2026	8/26/2026	Bid Set
076200	SHEET METAL FLASHING AND TRIM	0	8/7/2026	8/26/2026	Bid Set
078413	PENETRATION FIRESTOPPING	0	8/7/2026	8/26/2026	Bid Set
081113	HOLLOW METAL DOORS AND FRAMES	0	8/7/2026	8/26/2026	Bid Set
081416	FLUSH WOOD DOORS	0	8/7/2026	8/26/2026	Bid Set
083113	ACCESS DOORS AND FRAMES	0	8/7/2026	8/26/2026	Bid Set
083323	OVERHEAD COILING DOORS	0	8/7/2026	8/26/2026	Bid Set
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	0	8/7/2026	8/26/2026	Bid Set
092216	NON-STRUCTURAL METAL FRAMING	0	8/7/2026	8/26/2026	Bid Set

092900	GYPSUM BOARD	0	8/7/2026	8/26/2026	Bid Set
093000	TILING	0	8/7/2026	8/26/2026	Bid Set
095113	ACOUSTICAL PANEL CEILINGS	0	8/7/2026	8/26/2026	Bid Set
096513	RESILIENT BASE AND ACCESSORIES	0	8/7/2026	8/26/2026	Bid Set
096519	RESILIENT TILE FLOORING	0	8/7/2026	8/26/2026	Bid Set
096813	TILE CARPETING	0	8/7/2026	8/26/2026	Bid Set
097200	WALL COVERINGS	0	8/7/2026	8/26/2026	Bid Set
099123	INTERIOR PAINTING	0	8/7/2026	8/26/2026	Bid Set
101100	VISUAL DISPLAY UNITS	0	8/7/2026	8/26/2026	Bid Set
101423	PANEL SIGNAGE	0	8/7/2026	8/26/2026	Bid Set
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	8/7/2026	8/26/2026	Bid Set
104413	FIRE EXTINGUISHER CABINETS	0	8/7/2026	8/26/2026	Bid Set
104416	FIRE EXTINGUISHERS	0	8/7/2026	8/26/2026	Bid Set
105113	METAL LOCKERS	0	8/7/2026	8/26/2026	Bid Set
221313	FACILITY SANITARY SEWERS	0	8/7/2026	8/26/2026	Bid Set
221319	SANITARY WASTE PIPING SEPCIALTIES	0	8/7/2026	8/26/2026	Bid Set
233713	DIFFUSERS, REGISTERS, AND GRILLES	0	8/7/2026	8/26/2026	Bid Set
265100	INTERIOR LIGHTING	0	8/7/2026	8/26/2026	Bid Set
265600	EXTERIOR LIGHTING	0	8/7/2026	8/26/2026	Bid Set
311000	SITE CLEARING	0	8/7/2026	8/26/2026	Bid Set
312000	EARTH MOVING	0	8/7/2026	8/26/2026	Bid Set
312319	DEWATERING	0	8/7/2026	8/26/2026	Bid Set
315000	EXCAVATION SUPPORT AND PROTECTION	0	8/7/2026	8/26/2026	Bid Set
321216	ASPHALT PAVING	0	8/7/2026	8/26/2026	Bid Set
321313	CONCRETE PAVING	0	8/7/2026	8/26/2026	Bid Set
334100	STORM UTILITY DRAINAGE PIPING	0	8/7/2026	8/26/2026	Bid Set

Exhibit D



END OF DOCUMENT.



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Quote

CM-51938-1

Statement of Work



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Quote

CM-51938-1

Proposal Summary

Prepared by:
Steven Shrock
ETS Corp
8337587300
<https://etscorp.com>

Prepared for:
General User
Stout Construction

Quote information:
Quote #51938-1
Prepared on: 9/25/2026
Expires: 10/25/2026

One-time costs

Name	Description	Unit Price	Price
Data Cabling			\$26,500.00
- (Qty.70) Cat 6 Cable	Cat 6 Plenum Cable		
- (Qty.70) Cat 6 Jack	Cat 6 HD		
- (Qty.20) Faceplate	Faceplate 1 Port		
- (Qty.2) 48 Port Patch Panel with Jacks	48 Patch Panel with Jacks		
- (Qty.2) 48 Port POE	Pro Max 48 PoE		
- (Qty.6) U7 Pro	U7-Pro AP		
- (Qty.3) E7 AP			
- (Qty.70) 1' Patch	Patch Cable Cat 6 - 1 foot		
Data Cabling Installation Labor	Installation labor		
Setup and Configure			
Project Management			
New Cameras			\$39,755.00
- (Qty. 4) H5A Multisensor 32MP Camera Module 3.3-5.7mm	4X8MP; WDR; 360 degree max field of view; Lightcatcher; 3.3-5.7MM; Camera Only		
- (Qty. 4)Outdoor pendant mount adapter	Outdoor pendant mount adapter. For use with the Avigilon H5A Multisensor		
- (Qty. 4) Dome bubble and cover; for outdoor surface mount or pendant mount; clear	Dome bubble and cover; for outdoor surface mount or pendant mount; clear. For use with the Avigilon H5A Multisensor		
- (Qty. 2) Wall Mount for large pendant camera	Wall Mount for large pendant camera		
- (Qty. 4) IR Illuminator Ring for H4/H5 Multisensor	Optional IR illuminator ring; up to 30m (100ft); for use with H4AMH-DO-COVR1.		



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- (Qty. 4) Gigabit 802.3bt 60 W PoE Injector	Gigabit 802.3bt 60 W PoE Injector; Indoor; single port		
- (Qty. 2) 2x 8MP H6A Dual Head Outdoor Camera	2x 8MP H6A Dual Head Camera. Outdoor camera with built-in IR		
- (Qty. 8) 12.0C-H6A-FE-360-DO1-IR	CAM; H6F; Outdoor; 12MP; 360; WDR/LL; IR		
- (Qty. 4) 5MP H6M Indoor Mini Dome IR Camera with Wide Angle 2.4mm Lens	5.0 MP; H6 Mini Dome Camera; WDR; LightCatcher; Day/Night; 2.4mm f/2.1; IR		
- (Qty. 8) 5MP H6SL Indoor IR Dome Camera with 3.4-10.5mm Lens	5.0 MP; WDR; LightCatcher; Day/Night; Indoor Dome; 3.4-10.5mm f/1.6; Integrated IR		
- (Qty. 26) ACC 7 Enterprise camera channel	ACC 7 Enterprise camera channel		
Camera Labor			\$9,075.00
Camera Installation Labor	Installation labor		
Setup and Configure			
Project Management			
Interior PDK Door Access Control			\$11,915.00
- (Qty. 2) Cat 6 Cable FT	Cat 6 Plenum Cable		
- (Qty. 12) Access Control Cable	Access Control Cable		
- (Qty. 12) Ruggedized Single Gang Keypad	Ruggedized Single Gang Reader HID Compatibility		
- (Qty. 12) Door Hardware			
- (Qty. 2) Red Eight Door Controller	Red Eight Doors of Access with Power, Includes Two R4s and Built in 10 Amp Power Supply		
Interior PDK Door Labor			\$11,725.00
Door Installation Labor	Installation labor		
Setup and Configure			
Project Management			
Exterior PDK Door Access Control			\$6,240.00
- (Qty. 4) Access Control Cable	Access Control Cable		
- (Qty. 1) Red Eight Door Controller	Red Eight Doors of Access with Power, Includes Two R4s and Built in 10 Amp Power Supply		
- (Qty. 4) Ruggedized Mullion Keypad	Ruggedized Mullion Touchscreen Keypad		
- (Qty. 4) Door Hardware			
Exterior PDK Door Labor			\$5,300.00
Door Installation Labor	Installation labor		
Setup and Configure			



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Project Management			
TV Installation			\$6,000.00
- (Qty. 5) 4K LED TV			
- (Qty. 5) TV Bracket Mount			
- (Qty. 5) Apple TV			
- (Qty. 5) HDMI			
TV Installation Labor			\$2,625.00
Installation Labor	Installation labor		
Setup and Configure			
Project Management			
EPIC Zones			\$8,300.00
- (Qty. 10) CS-12 Ceiling Speaker, Circle Cut In, Plenum Rated, Set of 2	Includes two (2) CS-12 ceiling speakers.		
- (Qty. 4) EPIC Common Zone Amplifier with Network Interface 1 X 300W 70V, 1U	Includes amplifier, power supply, 1U spacer, and mounting hardware		
- (Qty. 4) JBL Outdoor Speaker			
- (Qty. 20) 18/2 Stranded Plenum, CL3P shielded Cable	18/2 Stranded Plenum, CL3P, Shielded Cable, 1000		
Epic Zone Labor			\$5,175.00
Paging Zone Installation Labor	Installation labor		
Project Management			
Setup and Configure			
Commissioning			
EPIC Classroom			\$12,575.00
- (Qty. 5) MS-700 Optimum Amplifier with Integrated XD Receiver (Requires PoE+)	Includes built in XD Receiver, MS-700 amplifier, Cat6 cable, and mounting hardware.		
- (Qty. 5) CS-12 Ceiling Speaker, Circle Cut In, Plenum Rated, Set of 4	Includes four (4) CS-12 ceiling speakers.		
- (Qty. 5) Wall Plate, WPA-702, Call Button, Emergency Button, Ambient Mic with Decora Plate	Includes wall plate and mounting hardware.		
- (Qty. 5) XD Handheld Microphone Bundle for XD Teacher Box	Includes student microphone, battery, and charger.		
- (Qty. 5) Wiring Bundle for Optimum Amplifier	Includes speaker wire, 3.5 cable, and Cat6 cable.		
Classroom Labor			\$5,230.00



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AE Class Installation Labor	Installation labor		
Commissioning			
Setup and Configure			
Project Management			

Subtotal: \$150,415.00**Tax: \$0.00****Total: \$150,415.00**

3-year recurring costs

Name	Description	Unit Price	Price
PDK Subscription			\$2,880.00
Door Access Control Subscription PDK DOOR ACCESS CONTROL (Qty. 16)			
*NOTE: PDK MONTHLY SUBSCRIPTION RATE \$5/month/per door - PDK Cloud Access - PDK Managed Access - Remote troubleshooting - Service call 's not included (billed per incident after system has been established) **NOTE: 36 month agreement required. After 36 month term agreement will renew to month to month terms at \$5/month/per door. Total monthly amount will be \$295 for (Qty.59) doors* This is to be billed in one for all three years.			
Avigilon Maintenance			\$4,680.00
Avigilon Maintenance - 3 year (36 Month agreement) @ \$4,680 per year (\$5 per camera) - Quarterly Camera Inspection & Cleanings - Perpetual System maintenance - Weekly Monitoring - Quarterly Hour system training - Remote Support/Training - Unlimited Clients desktop and mobile - 48 hours Camera replacement guarantee - Added cameras to be billed out at \$5 per camera a month - Camera added within the original contract will expire on original contract date - Includes software upgrades *** Any after hour emergency will be billed at after hours hourly rate.***			

Subtotal: \$7,560.00**Tax: \$0.00****Total: \$7,560.00**



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Quote

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Terms and Conditions

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

Please see below notes relating to this proposal:

ETS Corp

Signature:

Name: Steven Shrock

Stout Construction

Signature:

Name:

Email:

Change Order Procedure

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

Curriculum Associates®

Quote ID: 466173.3

Date: 6/18/2026

Quote Valid through: 12/31/2026

Prepared For:

Susan Goldsberry
Quest Academy
4862 W 4000 S,
West Haven, UT 84401
sgoldsberry@questac.org
8017319859

Your Representative:

Joel Kongaika
(801) 319-4832
jkongaika@cainc.com

Professional Learning

Product Name	Item #	ISBN	Qty	List Price	Net Price	Total
Professional Learning Interactive Community Session Site License AY 26-27	47165.0	978-1-6630-6762-3	1	\$5,000.00	\$0.00	\$0.00
Professional Learning Session (up to 6 hours) AY 26-27	38559.0	978-1-7280-9543-1	12	\$2,400.00	\$2,400.00	\$28,800.00
Professional Learning Subtotal:						\$28,800.00

Total

List Total:	\$33,800.00
Savings:	\$5,000.00
Merchandise Total:	\$28,800.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$28,800.00

Special Notes

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Submitting Your Order

Placing an order is easy! Simply refer to the guide below when preparing your Purchase Order.

Submit Your Purchase Order and Corresponding Quote To: orders@cainc.com

Need Help Placing an Order? Contact: orders@cainc.com or 1 (800) 225-0248

1. Purchase Order Number and Date

2. Bill-To or Invoice-To Name and Address

3. Ship-To Name and Address

4. Items and Quantities

Does your quote include a “for budgeting” note? Ensure all items and quantities are final.

5. Subtotals for Merchandise, Freight, Tax, and the Purchase Order Grand Total

A current tax-exempt certificate must be on file to honor exemption status.

1 Purchase Order

Pleasant Meadows
Regional School District

Purchase Order: 312773
Date: 7/1/2025

2 Bill To:
Pleasant Meadows School District
ATTN: Accounts Payable
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567
Vendor Name: Curriculum Associates

3 Ship To:
Pleasant Meadows School District
ATTN: Adam Smith, Warehouse Mgr
47 Whipple Rd
Pleasant Meadows, MA 01234
(978) 123-4567

Product	Quantity	Unit Price	Extended Amount
23456.0 Reading Student Book G2	75	\$15.00	\$1,125.00
23456.9 Reading Teacher Book G2	3	\$30.00	\$90.00
23457.0 Math Student Book G2	75	\$15.00	\$1,125.00
23457.9 Math Teacher Book G2	3	\$30.00	\$90.00
12345.0 Digital School License	1	\$7,000.00	\$7,000.00

5 Subtotal	\$9,430.00
Freight	\$267.30
Tax	\$0.00
Total	\$9,697.30

Notes:

- 6** Reference Quote # 12456.1
- 7** Pack materials by school site. Deliver between 7/14/25–7/25/25.
- 8** Warehouse open Monday–Thursday 8 a.m.–3 p.m. in July.

9 Sarah Johnson
Purchasing Manager

6. Quote Number
Quote total and Purchase Order total must match.

7. Delivery Window
Must be at least seven to 10 days

8. Delivery Instructions
For example, please indicate weekdays and times the location is open for deliveries.

9. Signature of Authorized Official
If required by your administration

Note: We are unable to accept requisitions or signed quotes.

White-Glove Delivery:

Available upon request for \$500 per shipment location, subject to our carrier partner’s availability. Please notify us of this request prior to submitting your Purchase Order so we can include the service on your quote properly.

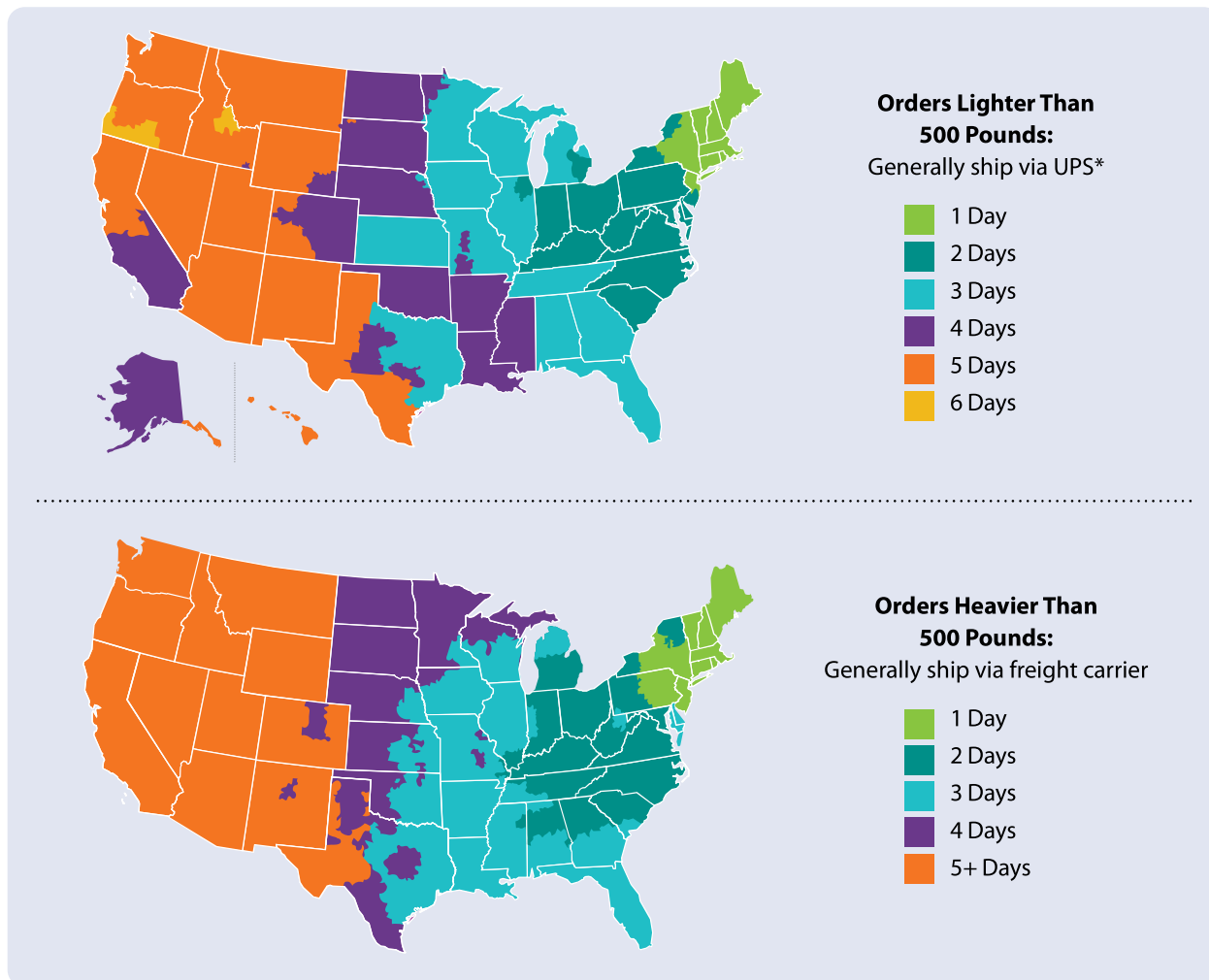
Please Consider Processing and Transit Times as You Are Preparing to Place Your Order

Orders lighter than 500 pounds are shipped via UPS. Orders heavier than 500 pounds are shipped via freight carrier. Reference the maps on the following page for our estimated transit times.

Estimated Transit Times

Please factor in the following lead times when arranging for delivery of our printed materials.

Shipping varies by location and shipping method from our warehouse in Littleton, MA. Locations considered to be remote, including locations within contiguous and non-contiguous states, may require additional transit days and special carrier services. See the maps below for further explanation.



*The threshold for UPS orders may be raised during peak season (i.e., June–September).
Please note that UPS deliveries may arrive over several days.

Additional Tips for Successful Delivery:

- Indicate on your Purchase Order if you would like to ship to a central location, such as a district warehouse, or to individual schools.
- Select a delivery window when someone will be at the delivery location to accept the order.
Notify others, such as front office or custodial staff, about the delivery.

Need Help Placing an Order?

Contact: orders@cainc.com or 1 (800) 225-0248

Curriculum Associates®

Information on Professional Learning Sessions

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. In the event of a (i) government-declared public health emergency or (ii) weather event, that materially impacts in-person instruction, sessions may transition to a virtual format. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot safely reach a session site, or if adequate health safety measures cannot be put in place.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice.

Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: Orders@cainc.com

Submit PO by Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Submit Order by Check:

Curriculum Associates, LLC
PO Box 936600
Atlanta, GA 31193-6600

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1- 800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	9% of order
\$100,000 and more	8% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is **500lbs.**

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$1000/delivery/site

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$500/shipment location
- Freight Storage \$1000/shipment location
- Freight Carrier Redelivery \$350/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1- 800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at https://cdn.i-ready.com/instruction/content/system-check/iReady_Terms_Of_Use.pdf. Customer's professional learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at <https://www.curriculumassociates.com/policies/pl-terms-service>. To the extent that any of the terms herein come into conflict with CA's existing contractual obligations and legal liabilities, the parties agree to enter into good faith negotiations to re-negotiate the terms herein.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, i-Ready Classroom® student and teacher sets, and Magnetic Foundation and Literacy classroom kits.

LEA Specific Licenses

Charter Name	Board Meeting Approval Date	CACTUS ID	LAST NAME	FIRST NAME	IS THIS A RENEWAL REQUEST FROM SY25-26 ? (Y/N)	LICENSE AREA 1	ENDORSEMENT 1	ENDORSEMENT 2	RATIONAL/MOTION	IS EDUCATOR'S ASSIGNMENT IN CACTUS? (Y/N)	HAS LEA SPECIFIC TAB IN CACTUS BEEN COMPLETED (Y/N)	DOES EDUCATOR HAVE A CURRENT BACKGROUND CHECK (Y/N)	DOES EDUCATOR HAVE CURRENT ETHICS CHECK? (Y/N)	PEDAGOGICAL MODULES COMPLETED AND CERTIFICATE RECEIVED (Y/N)	LEA APPLICATION RECEIVED (Y/N)
Example	08/26/26	123456	Smith	Educator	N	Sec.	Gen Fin. Lit.	Chemistry	Educator is enrolling in APPEL	Y	Y	Y	Y	Y	Y
Quest	9/8/26	829968	Wangsgard	Mia	N	El Ed			Attending WGU	Y	Y	Y	Y	Y	Y
Quest	9/8/26	829969	Winget	Indee	N	El Ed			Attending WGU	Y	Y	Y	N	N	Y
Quest	9/8/26	785339	Shaw	Savannah	N	Sec	Earth & Space Science	Grade 8 Science	Enrolling in Grad School	Y	Y	Y	Y	Y	N
Quest	9/8/26	336695	Young	Angela	N	Has Secondary	English Endorsement		Enrolling in Endorsement classes	Y	Y	Y	Y	Y	N
Quest	9/8/26	794619	Rojas	Mariah	N	El Ed			Attending WGU	Y	Y	Y	Y	N	Y
Quest	9/8/26	543210	Romander	Rex	N	Has Secondary	Health 1		Working on Endorsement requirements	Y	Y	Y	Y	Y	N
Quest	9/8/26	812667	Trujillo	Azariah	N	Has Secondary LEA	Psychology	Digital Literacy	Working on Endorsement requirements	Y	N	Y	Y	Y	N
Quest	9/8/26	829993	Mort	Britney	N	Sec	Middle School Math Endorse		Working on Endorsement requirements	N	Y	Y	N	Y	Y
Quest	9/29/26	788534	Beal	Sara	N	Has El. Ed, but needs Secondary	Middle School Math Endorsement		Almost complete with coursework	Y	Y	Y	Y	Y	Y
Quest	9/29/26	794420	McLaughlin	Prestee	Y	El Ed.				Y	Y	Y	Y	Y	Y