

Newcastle Board of Education Special Meeting  
October 5, 2022 7:30 AM  
Administrative Office Board Room  
101 North Main  
Newcastle, OK 73065

Attendance Taken at 7:30 AM. Mr. Darrin Abel: Present, Ms. Valory Dalton: Absent, Mr. Jeff Dingee: Present, Ms. Tiffany Elczyn: Absent, Mr. John Maker: Present.

1. Call to Order and Roll Call of Members
2. Discussion and possible action regarding the Roofing Contract between Newcastle Public Schools, Independent School District No OK-47I001 of McClain County and Coryell Roofing and Construction, Inc.

Motion to approve the Roofing Contract between Newcastle Public Schools, Independent School District No OK-47I001 of McClain County and Coryell Roofing and Construction, Inc. passed with a motion by Mr. Darrin Abel and a second by Mr. Jeff Dingee.

Ms. Valory Dalton: Absent, Ms. Tiffany Elczyn: Absent, Mr. Jeff Dingee: Yea, Mr. Darrin Abel: Yea, Mr. John Maker: Yea

Yea: 3, Nay: 0, Absent: 2

3. Discussion and possible action regarding the Commercial Sales Agreement between Vesta Housing Solutions, LLC, and Independent School District No. 1 of McClain County, Oklahoma, a/k/a Newcastle Public Schools

Motion to approve the Commercial Sales Agreement between Vesta Housing Solutions, LLC, and Independent School District No. 1 of McClain County, Oklahoma, a/k/a Newcastle Public Schools passed with a motion by Mr. Jeff Dingee and a second by Mr. Darrin Abel.

Ms. Valory Dalton: Absent, Ms. Tiffany Elczyn: Absent, Mr. Jeff Dingee: Yea, Mr. Darrin Abel: Yea, Mr. John Maker: Yea

Yea: 3, Nay: 0, Absent: 2

4. Adjournment

Meeting adjourned at 7:34AM by John Maker

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President

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Vice President

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Clerk

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Deputy Clerk

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Member

## ROOFING CONTRACT

**THIS CONTRACT** is made and entered into as of the 21 day of September, 2022, by and between **INDEPENDENT SCHOOL DISTRICT NO. OK-47-I001 OF McClain COUNTY, OKLAHOMA** (the “Owner”) and **CORYELL ROOFING AND CONSTRUCTION, INC.**, an Oklahoma corporation (the “Contractor”).

### RECITALS:

A. The Owner solicited a proposal from Contractor for furnishing and installing a Duro-Last PVC membrane to Owner’s roofs located on Owner’s campus at 101 North Main Street Newcastle, Oklahoma (the “Project”).

B. Contractor submitted a proposal for completing work together with plans and specifications for the Project.

C. Owner wishes to engage the Contractor to complete the Project.

D. Contractor has represented to the Owner that it possesses the necessary experience, expertise and resources to complete the Project in a good and workmanlike manner and Contractor has agreed to do so upon the terms and conditions contained in this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

1. **Definitions.** As used in this Contract, the following terms shall be defined as follows:

(a) The term “Work” means all labor, materials, equipment and supplies necessary for the completion of the Project.

(b) The term “Specifications” means and refers to the plans and specifications for the Project, as set forth on Exhibit “A”. Except as provided by this Contract, no additions, changes or modifications to the Specifications shall be made by Contractor or the Owner.

(c) The term “Contract Documents” means this Contract and the Specifications.

2. **Employment of Contractor.** Owner hereby engages and employs Contractor, as an independent contractor, to construct and complete the Project in a good and workmanlike manner and to the satisfaction of Owner, in strict accordance with the Contract Documents. Contractor accepts such employment and agrees that it shall, through its officers, subcontractors and employees, perform and provide the Work in an expeditious manner, consistent with the interest of the Owner. Contractor shall provide all supervision and direction upon and with

respect to its own employees and any subcontractors engaged to perform the Work or to furnish materials for the Project.

3. **Compliance with Laws.** Contractor shall comply with all city, county, state and federal laws, rules and regulations applicable to the completion of the Work called for under the Contract Documents. Contractor shall obtain, at Contractor's sole cost and expense, all necessary building permits, inspections, and licenses required by said laws.

4. **Cost of Work.** In consideration for the performance by the Contractor hereunder, Owner agrees to pay Contractor the fixed amount of Two Million Eight Hundred twenty-seven nine hundred and seven dollars and twenty-nine (\$2,827,907.29), hereafter the "Contract Sum."

5. **Payment.** The Owner shall pay the Contractor for the performance of the Work specified in this Contract, and the Contractor shall accept, as full payment for its performance of the Work, the Contract Sum described in paragraph 4, above. Payment shall be made in accordance with a schedule of values provided by the Contractor and approved by the Owner for each of the buildings contained within the scope of the Project. Payment shall be made pursuant to Escrow Disbursement Requests submitted by the Contractor to the Owner, financing Lessor and Escrow Agent on a monthly basis. The Escrow Disbursement Requests shall identify all materials supplied and Work performed during the previous month, less a retainer of five percent (5%). After the Work has been substantially completed, the 5% retainer will be paid to the Contractor, less an amount equal to 150% of the estimated cost to complete any remaining Work and correct any defects in the Work performed. Contractor may include in the Escrow Disbursement Request, a sum for materials and supplies delivered and stored properly at the Project site. Title to the materials and supplies shall transfer to the financing Lessor upon such delivery and payment.

6. **Changes in the Work.** Owner may direct changes in the Work by way of additions, deletions or other revisions to the Specifications set forth on Exhibit "A". Any change in the Work shall be authorized by a written change order which shall describe in detail the addition, deletion or other revision and any increase or decrease in the Contract Sum or the time for completion of the Work. The Contractor shall make no additions, deletions or revisions to the Work except pursuant to a written change order executed by both the Owner and the Contractor.

7. **Warranty.** Contractor shall assign all manufacturer's warranties covering materials and supplies incorporated into the Work of the Project. In addition, Contractor warrants that the Project will be free from defects in labor and workmanship for a period of five (5) years following substantial completion and acceptance of the Project by the Owner (the "Warranty Period"). Contractor agrees to repair or replace, without charge to the Owner, any defects in workmanship or materials which occur in normal service during the Warranty Period. This warranty does not cover damage due to tornadoes, hail or straight-line winds in excess of manufacturer's warranty limitations, fire, vandalism or other risks normally covered by Owner's casualty insurance. Owner shall not permit any persons or entities not authorized by Contractor to perform Work or repairs on the Project roofs without prior authorization of the Contractor, and any such unauthorized Work or repairs shall void Contractor's warranty on the affected roof.

8. **Compliance with Laws.** Before commencing the performance of the Work, Contractor agrees to furnish Owner with the following, at Contractor's expense:

- (1) A performance bond in amount equal to the Contract Sum;
- (2) A payment bond in amount equal to the Contract Sum.

The foregoing bonds shall be with a surety licensed to do business in the State of Oklahoma and in a form reasonably acceptable to the Owner.

9. **Insurance and Indemnity.** Before commencing performance of any portion of the Work, Contractor shall furnish Owner with evidence of workers' compensation coverage in statutory amounts and a certificate of public liability insurance, naming the Owner as a co-insured, in minimum amounts of \$125,000 for any single claim for bodily injury or death, \$1,000,000 for multiple claims arising out of a single occurrence and \$50,000 for property damage. The certificate shall require at least ten (10) days' notice to the Owner before cancellation of the coverage for any reason. In addition to such insurance, and not in lieu thereof, Contractor agrees to indemnify and hold the Owner, and its agents, employees and officers harmless (including defense costs) against any claim, demand or action arising from or growing out of Contractor's performance of the Work.

10. **Date of Commencement and Completion.** Contractor agrees to begin the Work within ten (10) days after the receipt by the Contractor of the Owner's notice to proceed. Contractor agrees to complete the Project not later than 180 calendar days after receipt of materials, subject to adjustments as may be agreed by Owner and Contractor to recognize delays caused by inclement weather or other causes outside the reasonable control of the Contractor.

11. **Completion and Acceptance of the Project.** Contractor shall notify Owner, in writing, when the Project has been fully completed. Within ten (10) days thereafter, Contractor and Owner shall make a joint inspection of the Project. If the Project has been completed in a good and workmanlike manner and in accordance with the Contract Documents, the Owner shall accept the Project and Contractor shall submit Contractor's invoice and Escrow Disbursement Request to the Owner in the full amount of the Contract Sum. Any defects, deficiencies, omissions or items in need of correction identified in the final inspection shall be included in written "punch list". Contractor shall fully repair, replace, correct or complete all items shown on the punch list within ten (10) days after receipt of same.

12. **Contractor Default.** In the event that the Contractor fails to complete the Work within the time specified, or if the Contractor fails to pay any subcontractor or trade contractor for materials or labor furnished to the Project, or violates any law, ordinance, building code or other governmental law, rule or regulation with respect to the Work, or shall otherwise breach any material covenant, obligation or provision of this Contract, then in such event, Owner shall have the right to terminate this Contract upon ten (10) days' written notice unless Contractor cures such default within the notice period. Upon termination of the Contract by reason of Contractor default, the Owner may finish the Work by whatever method the Owner deems

expedient, including, without limitation, employment by Owner of another person or entity to act as a construction manager or general contractor for the Project. In the event either party institutes legal proceedings against the other in connection with this Contract, the prevailing party in such litigation shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees.

13. **Financing Contingency.** Contractor and Owner agree that Owner's obligations under this Roofing Contract are wholly contingent upon Owner's successful closing of lease purchase financing in the amount and on the terms identified in the Lease Purchase Agreement attached hereto as Exhibit "A", and the delivery by the financing Lessor to the Escrow Agent of the escrowed funds in an amount sufficient to pay the Contract Sum. In no event shall this contract obligate the Owner's general fund or building fund revenues. Contractor acknowledges that Owner intends to assign this contract to the financing Lessor, who will assume Owner's obligations to the Contractor and complete the Project. The form of assignment is attached hereto as Exhibit "B".

14. **Miscellaneous.** This Contract shall be binding upon and inure to the benefit of the undersigned, and their respective successors and assigns, provided however, this Contract shall not be assigned by the Contractor except upon the expressed written consent of the Owner. This Contract represents the entire understanding between the parties concerning the subject matter hereof and may not be modified except by mutual written agreement of the parties.

15. **Notices.** Any notice or communication required or permitted to be given under this Contract shall be in writing and shall be served personally, delivered by courier, or sent by United States certified or registered mail, postage prepaid, with return receipt requested, addressed to the other party at the address set forth below or at such other address as either party shall hereafter designate to the other in writing.

If to Owner:	Newcastle Public School ATTN: Melonie Hau 101 North Main Street Newcastle OK 73065
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If to Contractor:	Coryell Roofing and Construction, Inc. ATTN: Keenan Young 14220 South Meridian Oklahoma City, OK 73173
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DATED this \_\_\_\_\_ day of September, 2022.

**INDEPENDENT SCHOOL DISTRICT NO.  
OK-47-I001  
OF McClain, OKLAHOMA**

By: \_\_\_\_\_  
President, Board of Education

**“OWNER”**

**CORYELL ROOFING AND  
CONSTRUCTION, INC., an Oklahoma  
corporation**

By: \_\_\_\_\_  
President

**“CONTRACTOR”**



COMMERCIAL SALES AGREEMENT

This Commercial Sales Agreement ("Agreement") dated October 6, 2022 is entered into by and between Vesta Housing Solutions, LLC, 1000 Town Center, Suite 975, Southfield, MI 48075 ("Seller") and Independent School District No. 1 of McClain County, Oklahoma, a/k/a Newcastle Public Schools located at 101 North Main, Newcastle, OK 73065 ("Buyer"), collectively referred to as the "parties".

Pursuant to the mutual covenants and agreements set forth herein and for other good and valuable consideration, the Buyer and Seller covenant and agree to be bound as set forth below.

Buyer agrees to purchase from Seller one or more modular and/or prefabricated structures ("Building(s)") and to have them set-up and installed ("Work") as detailed more particularly as follows:

BUILDING(S):

Table with 2 columns: Description (including quantity, type, size & serial numbers) and (2) 24x64 Modular Classroom Buildings, New, pursuant to the attached floor plans and specifications and installed in accordance with the proposal

PROJECT DESCRIPTION:

Table with 2 columns: Project Name (Newcastle Public Schools - Middle School Classrooms) and Project Address (611 E. Fox Lane, Newcastle, OK 73065)

COSTS:

Table with 2 columns: Building(s) (\$231,330), Delivery/Freight & Install (\$19,500), Skirting (\$6,720), Steps/Decks/Ramps per proposal (\$12,635), Total Contract Price (Does not include applicable State and Local Taxes) (\$270,185)

Buyer acknowledges the items marked below and any other documents attached to this Agreement and initialed by Buyer and Seller are incorporated by reference to the Agreement and become a part of the Agreement.

- ☑ Pricing Proposal dated 9/15/22 in its entirety.
☑ Building Floor Plan
☑ Building Specifications

The building(s) will be located at the above referenced project address ("Location") for the purchase price and on the payment terms contained herein, subject to the additional terms and conditions set forth on the subsequent pages of this Agreement.

Contract Price and Payment Terms: In consideration of Seller furnishing and performing the Work, Buyer will pay Seller the above referenced Contract Price, subject to such additions or deductions relative to the changes which may hereinafter be agreed upon between the Parties in writing by Change Order described in and made pursuant to the Additional Terms and Conditions. Buyer will pay Seller the full Contract Price according to the terms set forth in subparagraph (2) immediately below. In the event that delivery of the building(s) requires more than one shipment, Seller may, at its option, render separate invoices for each shipment which the Buyer agrees to satisfy.



**COMMERCIAL SALES AGREEMENT**

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Payments will be made to Seller as follows:

50% Due Upon Manufacturing Completion of the Building(s)

40% Due Upon Delivery of the Buildings to the Location

10% Due Upon Substantial Completion of the Work

Additional Terms and Conditions: The Parties acknowledges the Additional Terms and Conditions attached hereto are incorporated by reference herein and form part of this Agreement.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have signed, sealed and delivered this Agreement on the date noted above and below:

**Seller: Vesta Housing Solutions, LLC**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer: Independent School District No. 1 of McClain County, Oklahoma, a/k/a Newcastle Public Schools**

Signature: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADDITIONAL TERMS & CONDITIONS1. SELLER'S GENERAL OBLIGATIONS.

- a) Seller will supervise and direct the Work, using its skill and attention. All Work will be performed in a safe and proper manner in compliance with all applicable laws, statutes and ordinances bearing upon performance of the Work or having jurisdiction over the work.
- b) Seller will provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- c) Seller will keep the Location free from accumulation of waste materials or rubbish caused by its operations and, upon the completion of the Work, will remove all its waste materials and rubbish from and about the Location as well as its tools, construction equipment, machinery and surplus materials. Floors will be left in broom clean condition, final stripping, buffing and waxing will be the Buyer responsibility.
- d) Seller will take all reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury or loss to (i) all employees on the Work and other persons who may be affected thereby, (ii) all the Work and all materials and equipment to be incorporated therein; and (iii) other property located at the Location site or adjacent thereto.
- e) Seller will be responsible to Buyer for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Seller. Seller will not be responsible for the acts and omissions of the Buyer or by anyone who acts under the direction of Buyer.
- f) Seller covenants to pay promptly for all materials furnished or labor performed in connection with its work under this Agreement. The Seller agrees to execute such affidavits, lien waivers, and similar documents as may be required by Buyer incident to the making of payments to Seller under this Agreement.
- g) Seller will carry Property Damage, General Commercial Liability, Comprehensive Automobile Liability, Workers' Compensation, Umbrella and Excess, and Inland Marine, and Insulation Floater insurance policies covering the Buildings and Work through substantial completion, the punch list phase and up until final acceptance.

2. ORDER & DELIVERY. Seller will deliver to the Location the Building(s) being purchased by Buyer. It is understood and agreed between the parties that Seller, in reliance on the Buyer's promises, is specially ordering the Building (s) described in this Agreement or any documents incorporated into the Agreement from the manufacturer based on information supplied to Seller by Buyer. In ordering the Building(s), Buyer understands the Building(s) is not standard or a readily resalable product and Seller is incurring extraordinary costs and expenses in ordering the Building(s) from the manufacturer. This order cannot be cancelled. Upon delivery, Buyer agrees to inspect the Building(s). The Building(s) is deemed accepted at the time of delivery unless Buyer notifies Seller of a defect or deficiency in writing by a scanned and emailed copy of said notice as well as in a writing sent by regular mail addressed to Seller's address shown on Page (1) one of this Agreement within forty-eight (48) hours after receipt of the Building(s) at which time Seller will be given a reasonable amount of time to address and, if applicable, cure the defect or deficiency.

3. TITLE. The Parties expressly agree title to the Building(s) will pass from Seller to Buyer only after Buyer has paid Seller the total purchase price indicated in this Agreement. Prior to the payment of the total purchase price, Buyer hereby appoints Seller or its agents or assigns as Buyer's attorney-in-fact for the purpose of executing U.C.C. financing statements on behalf of Buyer, and to publicly record such statements to protect Seller's interest in the Building(s). Documents of title, if any, as available to Seller related to the Building(s) will be provided to Buyer within thirty (30) days after the total purchase price has been received by Seller. Seller warrants to Buyer title to all Building(s) and materials will pass to Owner free and clear of all liens, claims, security interests or encumbrances upon completion of all Work.

4. RISK OF LOSS; FURTHER LIABILITY. Upon substantial completion of the Work, all risk of loss or damage to the Building(s) passes from Seller to Buyer.

5. PERFORMANCE; REMEDIES. If Buyer fails to pay the total purchase price or any other payment due as or when due or fails to perform any other term or condition of this Agreement, such failure constitutes an Event of Default. If an Event of Default occurs, Seller may do any or all of the following after seven (7) days written notice to Buyer: (1) terminate this Agreement; and/or (2) repossess any or all of the Building(s) and bring an action against Buyer for any deficiency to recover the full benefits of its bargain under this Agreement. Moreover, any balance due owed by Buyer pursuant this Agreement not timely paid will bear interest at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is lower. Notwithstanding the foregoing, Seller may exercise any and all rights and remedies available at law or in equity.

6. LIMITED WARRANTY. For a period of one (1) year commencing on the date of substantial completion of all Work performed pursuant to this Agreement, or such longer period of time as may be prescribed by law. Seller will promptly correct the Building(s) or any Work found to be defective or failing to conform to the terms and conditions of this Agreement. Seller disclaims any and all other warranties, either express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or usage of trade.

7. BUYER'S REMEDIES. Seller has no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Building(s) or any other factor. Subject to the foregoing, Buyer may exercise any and all rights and remedies available at law or in equity should Seller fail to perform



## COMMERCIAL SALES AGREEMENT

any material term or condition of this Agreement.

8. **TAXES.** Unless otherwise specifically set forth in the Agreement, it is specifically agreed and understood between the Parties the total price does not include any state or local taxes or any other governmental charge. Buyer represents and warrants that the purchase and sale of the Buildings pursuant to this Agreement is exempt from sales and use tax pursuant to the provisions of OKLA. STAT. tit. 68, § 1356(10).

9. **BUILDING CODES, LICENSES AND PERMITS.** The Buyer is solely responsible for compliance with applicable building codes and/or for obtaining any type of building permits and licenses required for the Work. The Buyer is solely responsible for any and all additional materials and labor, site preparation including but not limited to the ground being compacted to a minimum of 2,500 PSF unless otherwise specified on the foundation plans, and all other items related to the Work, other than those specifically set forth in this Agreement and attached documents made a part hereof. Buyer will pay or reimburse Seller for any and all bonds required for the Work.

10. **ACCESS.** The Buyer will provide to Seller and/or Seller's subcontractors a roadway and adequate access to and on the Location where the Building(s) is to be located and erected.

11. **EXPENSES.** Buyer will pay for any expense(s) caused by obstructions, either overhead or underground; demolition work; grading to bring the site on which Project is located to level; or extra depth or width of concrete footings, foundations or excavations caused by earth fill; or abnormal, unforeseen or differing site conditions which may require foundations that are materially different from the standard plans or the Agreement.

12. **OWNERSHIP.** Buyer warrants it is the owner of record of the real estate, or Buyer is authorized by the owner of record of the real estate as evidenced by a duly executed writing, on which the Building(s) will be placed and will designate to Seller the location of the corner stakes of the property and will furnish a plot plan to Seller showing the boundary dimensions and angles of the property, along with the proposed location of the site on which all necessary information concerning contours, grades, geotechnical information and soil conditions, tree locations, utility service liens, rights of way, easements and restrictions, dimensions and other relevant data pertaining to existing structures on the premises. Seller is not responsible for encroachments of any type.

13. **ZONING RESTRICTIONS.** Buyer warrants that the erection of the Building(s) on or at as well as any Work performed at the Location will not violate zoning restrictions or other land use laws, and Buyer agrees, to the extent permitted by Oklahoma law, to indemnify and hold Seller harmless from all loss or damage or liability which may result from any lack or defect of title in Buyer or by reason of the construction violating any zoning verification as required by Seller. Buyer will provide to Seller any and all zoning verification required for the Work. Seller may reasonably rely on such information, warranties, and verifications from the Buyer.

14. **SCHEDULE.** Buyer will schedule operations so the erection of the Building(s) by Seller may be carried on in one continuous operation and in proper sequence. Should there be delays in the Buyer's site work preparation at the location which would delay erection, Buyer must notify Seller not less than ten (10) days in advance of the tentative shipping date set by the Seller. In the event Buyer fails to comply with the provisions of this paragraph, Buyer will reimburse Seller for actual costs and damages incurred, including a reasonable profit for the work performed by Seller, resulting from such delay. Any such delay resulting therefrom will extend Seller's period of performance under this Agreement by the period of the delay along with a reasonable extension.

15. **CHANGE ORDER.** Buyer may order changes or alterations in the Work provided that the authorization is in form of a written Change Order signed by both Buyer and Seller. Upon both Parties duly executing a Change Order, same is incorporated by reference into this Agreement and subject to all of the Additional Terms and Conditions of this Agreement. Should any delays in the delivery of the building be caused by the Buyer that exceeds 60 days after completion of building construction at the manufacturing plant, one time site and delivery charges are subject to repricing.

16. **BREACH.** The failure by Buyer or Seller to enforce at any time, or for any period of time, any one or more of the terms of this Agreement is not a waiver of any of the Seller's or Buyer's rights under this Agreement or otherwise, and thereafter either party may enforce each and every term and condition.

17. **INDEMNITY.** Buyer and Seller will, to the extent permitted by Oklahoma law, indemnify each other against and hold one another harmless from any and all losses, damages, liabilities, demands, claims, suits, actions, costs and expenses, including, without limitation, attorneys' fees ("Losses"), arising out of or in connection with or in any way related to their individual performance of the requirements of this Agreement. This mutual indemnification extends to both Buyer's and Seller's employees, and agents, affiliated entities, subcontractors, and their respective shareholders, directors, officers, employees, agents, and licensees for any act or omission, including, but not limited to; (a) personal injuries, death or property damage; (b) losses arising from a breach of the terms of this Agreement.

18. **NOTICE.** All written notices must be sent to the Parties at the addresses provided herein above by certified mail (postage pre-paid) or by a nationally recognized courier service. Notices is be deemed received upon actual receipt by the recipient as evidenced by delivery from the United States Post Office or nationally recognized courier service.

19. **ASSIGNMENT.** Buyer will not assign any of its rights or obligations hereunder without the prior written consent of Seller, which Seller may grant or withhold at its sole discretion. To the extent not prohibited hereunder, the covenants, terms, provisions, and conditions herein contained will apply to, bind and inure to the benefit of the respective successors and assigns of Buyer and Seller. Any attempted assignment in violation of this Agreement is void from inception.

20. **ENTIRE AGREEMENT.** This Agreement consists of the Commercial Sales Agreement (including the Additional Terms and Conditions) and the Specification and Statement of Work. This Agreement supersedes all prior agreements, written or oral, between Buyer and Seller and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. Neither this Agreement nor any provisions hereof may be amended, waived, discharged, or terminated without a written agreement.

21. **ARBITRATION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: 212-716-5800, Fax: 212-716-5905, Website: [www.adr.org](http://www.adr.org). This agreement shall be interpreted under the Federal Arbitration Act.

22. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to every provision of this Agreement.

23. **SIGNATURE.** Each party represents and warrants that this Agreement is valid and binding, is duly authorized by appropriate corporate action, and that the person signing this Agreement has authority to bind the respective party to this Agreement. Buyer will forward to Seller the original signed Agreement immediately upon execution.

24. **FORCE MAJEURE, COVID-19, PRICING.** Notwithstanding anything to the contrary contained herein, Seller shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, Seller agrees to make a good faith effort to perform its obligations hereunder. Seller shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Seller shall further be entitled to a change order for any and all time and costs associated with said epidemic(s). The contract price for this project has been calculated based on the current prices for the component building materials and services. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. The Seller agrees to use reasonable efforts to obtain the lowest possible prices from available vendors but should there be an increase in the prices for services, materials, supplies and/or components that are purchased after execution of this Agreement for use in this project, the Buyer agrees to pay that cost increase to the Seller. Any claim by the Seller for payment of a cost increase, as provided above, shall require written notice delivered by the Seller to the Buyer stating the increased cost.

9/15/2022

**Modular Building NEW Sale Proposal**

Project Name: Newcastle Public Schools  
 Location: Newcastle MS  
 Module Info: (2) 24x64 Modular Classroom

VESTA Modular is pleased to present the following preliminary budget for consideration of the modular solution as discussed. Utilizing one of our NEW modular buildings, below is the pricing for consideration. The pricing provides the Sale Price on the buildings, along with pricing for delivery, installation, skirting, steps/deck/ramp, and any other options itemized below.

**Modular Building Scope of Work & Pricing:**

1. VESTA’s modular building Assets # TBD.
2. Transportation of Modular Units to Project Site located at Fox Lane, Newcastle, OK..
3. Installation of Modular Units
  - Includes: setting of modules on block piers above grade, structural connections, skirting, exterior dry-in of modules, exterior and interior mate-line finishes.

**(2) 24x64 Modular Classroom - Sale Pricing and One Times Costs**

<b><u>NEW Sale Price:</u></b>	One Time	\$ 115,665.00 x 2 = \$231,330.00	lump sum
<b><u>Delivery &amp; Install:</u></b>	One Time	\$ 9,750.00 x 2 = \$19,500	lump sum
<b><u>Skirting (vinyl):</u></b>	One Time	\$ 3,360.00 x 2 = 6,720.00	lump sum
<b><u>Steps/Ramps/Deck:</u></b>	One Time	\$ 12,635.00	lump sum
(One deck built between two doubles)			
<b><u>Total Sale Price</u></b>		<b><u>\$ 270,185.00</u></b>	

Thank you for considering the VESTA Modular Solutions, and please do not hesitate to reach out with any questions or additional clarifications as needed.

Sincerely,

Jeff Turner South Central Sales Manager  
VESTA Modular  
E: [jturner@vestamodular.com](mailto:jturner@vestamodular.com)  
C: 918-931-0505

**Clarifications:**

- Costs for delivery, installation, decks, steps, and ramps are not included unless indicated above.
- Pricing is subject to change based on time order.
- Customer is responsible for all required permits, decks, ramps, and utility connections.
- Customer is required to provide unimpeded access to the site. The site must be level with no obstructions above or below grade.
- Customer to provide obstruction free truck access to the site and properly graded and compacted (Minimum 2,500 PSF) site for unit's installation. The site must be level with no obstructions above or below grade. Installation pricing assumes floor height not to exceed 36" above finish grade. Customer to provide a suitable staging area for the delivery of modular units to site. VESTA subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- Unless otherwise specified, excludes prevailing wages.
- Excludes fire alarm, low voltage and fire suppression.
- Excludes plumbing and electrical intermodular connections and lines connection to electric, water and sanitary mains and temporary utilities.
- Excludes the relocation of any underground utilities that may interfere with VESTA Scope of Work.
- Excludes the excavation and removal of classified fill for foundations only. VESTA shall not be responsible for any environmental and/or subsurface conditions.
- All proposals and quotes are subject to VESTA customer credit approval and available inventory. Customers are to go to <https://vestamodular.com/customer-credit-application/> to complete VESTA's customer credit application.
- All proposals and quotes are subject to VESTA customer credit approval and available inventory. Standard payment terms are 50% down 40% at delivery and 10% net 10 days after install is complete, subject to credit status.
- This proposal is subject to the parties executing VESTA's standard purchase agreement.
- All changes to this proposal must be agreed to in writing by VESTA senior management.
- Any work or modifications not specified herein will be considered extras and subject to price increase.
- VESTA subcontractors will exercise care in the performance of their Work. If damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of the Owner.
- State and local sale taxes are not included and are Customer's responsibility upon demand if applicable.
- This Proposal is based solely upon the Scope of Work contained herein. Any work or modifications not specified herein will be considered extras and will be a change order to the Contract. Change order Work to proceed after Customer's written acceptance.
- VESTA shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. VESTA shall further be entitled to a change order for any and all time and costs associated with said epidemic(s). The contract price for this project will be calculated based on the current prices for the component building materials and services. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. VESTA will agree to use reasonable efforts to obtain the lowest possible prices from available vendors, but should there be an increase in the prices for services, materials, supplies and/or components that are purchased after execution of the Agreement for use in this project, the Buyer agrees to pay that cost increase to the Seller. Any claim by the Seller for payment of a cost increase, as provided above, shall require written notice delivered by the Seller to the Buyer stating the increased cost.

<b>SPECIFICATION AND STATEMENT OF WORK</b>			
	VESTA MODULAR	LAYOUT	24' X 64' NOMINAL
		SIZE	1,514
BUILDING TYPE	VB	# OF MODS	2
DATE	9/16/2022	CODES	2015 IBC, IPC, IMC, IECC, 2014 NEC, 2012 TAS
CONSTR TYPE / USE:	EDUCATION		
<b>FLOORS</b>			
FRAME TYPE	OUTRIGGER SIZED TO MEET DESIGN CRITERIA		
RUNNING GEAR	TIRES, AXLES AND HITCHES REMOVED AND STORED UNDER UNIT, IF BUILDING IS SET LOWER THAN 34" AFG HITCH TO BE LEFT OUTSIDE BUILDING LINE.		
WOOD JOISTS	2X8 SYP @ 16 OC		
INSULATION	R-30 FIBERGLASS UNFACED FIBERGLASS BATT		
DECKING	3/4" STURDI-FLOOR T&G		
MOISTURE PROTECTION	"BOTTOM BOARD" WOVEN, REINFORCED POLY		
FLOOR COVERING	COMMERCIAL VINYL TILE		
	LOCATION	T/O	
COVE BASE	4 IN VINYL		
<b>EXT. WALLS</b>			
WOOD STUDS	2X6 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES		
INSULATION	R-19 FIBERGLASS UNFACED FIBERGLASS BATT		
EXTERIOR SHEATHING	7/16" OSB		
MOISTURE CONTROL	BUILDING WRAP		
EXTERIOR SIDING	29 GA STEEL PRE-FINISHED, PANEL LOC +		
VINYL GYP WALL FINISH	5/8" VINYL COVERED GYP (VENETIAN FROST)		
<b>INT. WALLS</b>			
WOOD STUDS	2X4 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES		
INSULATION	R-11 UNFACED		
VCG WALL FINISH	5/8" VINYL COVERED GYP (VENETIAN FROST)		
CLASS "C" FRP	FULL HEIGHT		
	LOCATION	RESTROOMS	
<b>ROOF</b>			
TYPE	WOOD WITH LAMINATED PLYWOOD MATE BEAMS		
STD. WOOD RAFTERS	2X10 @ 24 OC		
INSULATION	R-30, UNFACED		
DECKING	7/16" OSB		
FELT OR SLIP SHEET	YES		
METAL ROOF COVERING	29 GA GALVALUME ROOF PANEL-LOC + OVER 1 LAYER 15# FELT		
CEILING	2X4 SUSPENDED CEILING, USG RADAR TILE, 15/16 GRID		
<b>DOORS</b>			
EXTERIOR STEEL DOORS	(2) 3-0 / 6-8 STEEL DOOR, KNOCK DOWN FRAME, CLOSER, PAINTED 18GA DOOR, 16GA FRAME, INSULATED		
DOOR GLAZING	(2) DOOR GLASS: 6X27" (EXT)		
EXT DOOR HARDWARE	(2) PMB STANDARD LEVER/PANIC GRADE 2		
DOOR STOPS	FLOOR MOUNTED		
<b>WINDOWS</b>			
EXTERIOR WINDOWS	(4) 3-0 / 4-0 DUAL PANE, LOW E, CLEAR GLAZING, SINGLE HUNG ALUMINUM FRAME (SERIES 100)		
BLINDS	(4 EA.) 1" METAL MINI BLINDS		
<b>ELECTRICAL</b>			
CONDUIT	NON-METALLIC TUBING (ENT)		
RECEPTACLES	DUPLEX RECEPTACLES, 20 AMP, UNBREAKABLE COVERS		
EXTERIOR RECEPTACLE	(2) EA, CONVENIENCE DUPLEX WITH COVER		
PANELS	(1) 100A-200A, 10KAIC, 1P, CLIP ON BREAKERS		
ROOM LIGHTING	2X4 LED FIXTURE		
EMERGENCY LIGHTS	2 EMERGENCY - 2 BULB LED WITH REMOTE HEAD		
EXIT LIGHTS	(2) EXIT LIGHTS, LED W/BATTERY BU		
EXTERIOR LIGHTS	1 EXTERIOR PORCH, LED AT EACH EXIT		
OCC. SENSOR, SINGLE	2 EACH		
EMPTY BOX & CONDUITS	(8) STUBBED TO CEILING, 3/4"		
<b>FIRE PROTECTION</b>			
NIC			
<b>PLUMBING</b>			
NIC			
<b>HVAC</b>			
STD. UNITS	WALL MOUNT HVAC UNITS		
SUPPLY AIR	DUCTED		
DUCTING	CLASS 1 FIBERGLASS THROUGHOUT		

RETURN AIR	AT RETURN, JUMP DUCTS AS REQUIRED
DIFFUSERS	STANDARD ADJUSTABLE
FILTER	AT UNIT
<b>MILLWORK &amp; BLOCKING</b>	
NIC	
<b>MISC. &amp; ACCESSORIES</b>	
NIC	
<b>SHIP LOOSE</b>	
CLOSE UP	CLOSE-UP PLASTIC FOR SKIRTING OR BELLY BAND
SKIRT FRAMING	PRESSURE TREATED WOOD FRAMING (36" HT)
SKIRTING	29 GA METAL
SET UP	ANCHORS, AUGER, STRAPS, CLIPS
SET UP	2" X 8" PT SHIMS & OAK WEDGES
<b>CLARIFICATIONS</b>	
<p>ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE CONSTRUCTION OF THIS PROPOSED PROJECT WILL BE OF TYPICAL QUALITY AND DURABILITY FOR SIMILAR TYPES OF CONSTRUCTION. ANY MATERIALS LISTED WITH SPECIFIC NAME BRANDS MAY BE SUBSTITUTED FOR OTHER BRANDS OF COMPARABLE QUALITY.</p> <p>THE BUILDING WILL BE BUILT IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE, AMERICANS WITH DISABILITIES ACT, AND THE NATIONAL ELECTRIC CODE. THE BUILDING WILL BE ENGINEERED TO MEET LOCAL FLOOR AND ROOF LOAD REQUIREMENTS AND WILL HAVE ELECTRICAL, HEATING AND COOLING LOADS SIZED IN ACCORDANCE WITH NEC AND IBC CODES. COST TO COMPLY WITH LOCAL CODES BEYOND THE ATTACHED FLOOR PLAN AND SPECIFICATIONS IS THE RESPONSIBILITY OF THE OWNER.</p>	
<b>SCOPE</b>	
<p>WILL MANUFACTURE ALL MODULES IN ACCORDANCE WITH STATE AND CUSTOMER APPROVED DRAWINGS</p> <p>WILL PROVIDE PRESSURE TREATED WOOD FRAMING WITH SIDING TO MATCH EXTERIOR OF BUILDING INCLUDING VENTILATION &amp; SKIRT PANEL ACCESS</p> <p>ROOF SLOPE TO ACCOMMODATE MODULAR CONSTRUCTION METHODS</p> <p>CUSTOMER WILL PROVIDE APPROPRIATE AND CURRENT GEOTECHNICAL INFORMATION AS REQUIRED FOR FOUNDATION LAYOUT, NO FOUNDATION DESIGN IS INCLUDED</p> <p>WILL PROVIDE STANDARD MODULAR STATE APPROVALS AND ENGINEERING (IF STATE HAS A MODULAR BUILDING PROGRAM)</p> <p>STANDARD TECHNICAL INPUT (SUBMITTAL PACKAGE) PROVIDED FOR CUSTOMER REVIEW AND APPROVAL.</p>	
<b>EXCLUSIONS</b>	
<p>ALL UTILITIES, SITE WORK, SITE PREPARATION, ACCESS FOR MODULAR UNITS, HAULING ROADS, CRANES OR ACCESS ROADS</p> <p>DELIVER, SET AND SKIRT</p> <p>ADA ACCESSIBILITY</p> <p>BELOW GRADE FOOTERS</p> <p>FOUNDATION DESIGN</p> <p>ANY AND ALL WORK NOT ASSOCIATED WITH THE MODULAR BUILDING</p> <p>FINAL CONNECTION OF ALL UTILITIES</p> <p>MANIFOLDING OF WASTE LINES UNDER BUILDING IF BUILDING HAS PLUMBING</p> <p>FURNITURE, FIXTURES OR EQUIPMENT</p> <p>CARD ACCESS READERS</p> <p>LOW VOLTAGE WIRING INCLUDING, FIRE ALARM, PHONE, DATA, COAXIAL, MASS NOTIFICATION, PA SYSTEM, CCTV, SECURITY, ETC.</p> <p>BUILDERS RISK INSURANCE</p> <p>ANY HORIZONTAL CONDUIT FOR LOW VOLTAGE WIRING</p> <p>FIRE SUPPRESSION OR FIRE ALARM SYSTEMS</p> <p>DUMPSTER, VESTA WILL PLACE TRASH AND CONSTRUCTION DEBRIS IN A CLOSE RECEPTACLE TO THE BUILDING WHICH IS PROVIDE BY THE CUSTOMER</p> <p>PORT-A-POTTY</p> <p>TEMPORARY ELECTRIC</p> <p>TEST AND BALANCE OF THE HVAC SYSTEM</p> <p>CRANES, MAN LIFTS OR FORKLIFTS</p> <p>SIGNAGE</p> <p>SURVEYING</p> <p>STAKING OF THE SITE TO SHOW WHERE BUILDING IS GOING.</p> <p>CLEANING OF ANY KIND BEYOND BROOM SWEEP</p> <p>TAXES AND BONDING OF ANY KIND</p> <p>LOCAL ZONING AND DEED RESTRICTIONS</p> <p>PERMITS INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES.</p> <p>PRESSURE TREATED WOOD OR METAL DECKS, STEP AND RAMPS PER ADA REQUIREMENTS</p> <p>GUTTERS, DOWNSPOUTS AND SPLASH BLOCKS</p> <p>CANOPIES</p> <p>ASPHALT OR CONCRETE PARKING LOT, INCLUDING DRIVES, ENTRIES, CURBS, SIGNAGE, ETC. AS OR IF REQUIRED</p> <p>REINFORCED CONCRETE FOR SIDE WALKS, ROADS, RAMPS, STOOPS, DECKS, STEPS AND EQUIPMENT PADS</p>	

