

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Prodigy Building Solutions, LLC
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:

Mr. Joel Mengerink
Elida Local School District
4380 Sunnydale Street
Elida, OH 45807

Date: August 14, 2026**Job Name:** 2026 Track Renovations**Delivery Terms:** Freight Allowed and Prepaid - F.O.B. Jobsite**Procurement Contract:** N/A

PROPOSAL SCOPE OF WORK

Project Address ("Worksite")

Elida High School
401 East North Street
Elida, OH 45807

Scope Overview

Removal of existing surface and provide new running track surface and event markings at Elida High School

Scope Details

- Removal of existing rubber surface and dispose offsite
- Clean the asphalt running track of any loose or foreign materials
- Apply 3/8" inch stranded rubber and latex surface system, color to be black
- Paint new lines and event markings to current standards

Scope Clarifications

- Hazardous Material identification, abatement and/or removal are excluded from this scope of work
- Payment and Performance Bonds are excluded
- Prevailing wages are not included
- The pricing below does not include sales tax
- Any scope/service not listed is not included
- No asphalt work is included
 - Any base failure or areas of concern will be addressed as a change order
- This proposal is valid for five days from the proposal date due to changing material costs – due to a volatile market in material pricing, please verify pricing after five days
- Service Provider and its subcontractors intend on using Owner Facilities, including, but not limited to, restrooms, water and electricity
- Ohio Revised Code 9.239 applies to this project
- This Agreement is subject to Prodigy Building Solutions, LLC Standard Terms and Conditions, attached herein

Payment Terms

The project cost is \$205,425.90 for services described in this Agreement. Customer agrees to pay Prodigy Building Solutions, LLC within 15 days of receipt of invoices. The project will be invoiced as a percentage of project completion, with invoices expected upon material delivery (to crane yard, customer's site, or temporary storage) and monthly upon installation completed in the previous month.

IN WITNESS WHEREOF, the CUSTOMER and SERVICE PROVIDER have executed these Terms as of the last date written below.

CUSTOMER: Elida Local School District

SERVICE PROVIDER: Prodigy Building Solutions, LLC

Signed: Joel Mengerink

Signed: _____

Name: JOEL MENERINK

Name: _____

Title: SUPT.

Title: _____

Date: 8/17/26 pending Board approval
on 8-19-26

Date: _____

CERTIFICATE OF AVAILABLE FUNDS

ORC Section 5705.41

The undersigned, Treasurer for Elida Local School District, located in Allen County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance, subject to annual appropriations.

Signed (Treasurer)

Date



1. PURPOSE

The parties acknowledge that Superior Energy Solutions (Donor) and Elida Local Schools (Recipient) have entered into a separate contract regarding the installation of a solar power project at facilities owned or operated by the Recipient (the "Project"). This Agreement sets forth the terms regarding a charitable donation to be made by Donor to Recipient upon completion of the Project.

WHEREAS, the Board of Education has determined that implementation of an Energy Conservation Measure ("ECM Project") or Power Purchase Agreement is in the best interests of the District pursuant to applicable Ohio law;

WHEREAS, Superior Energy Solutions has been selected to perform work under a separately executed EPC Agreement between a third party following the District's procurement process;

WHEREAS, Superior Energy Solutions has a longstanding practice of supporting the communities in which it performs work through voluntary charitable contributions intended to enhance educational opportunities and community facilities;

WHEREAS, the parties desire to document the terms under which Superior Energy Solutions will make a voluntary charitable contribution to the District following successful completion of the ECM Project or Power Purchase Agreement project.

The parties acknowledge and agree that this Agreement is separate from any other project agreements between Elida Schools and Solaris governing the Energy Conservation Measure or Power Purchase Agreement. The charitable contribution described herein:

- (a) is voluntary;
- (b) is not part of any compensation payable under the Power Purchase Agreement;
- (c) was not required or requested by the District as part of the procurement;
- (d) was not evaluated as part of the selection process;
- (e) shall not modify the scope of work, pricing, or contractual obligations under the Power Purchase Agreement.

2. DONATION TERMS

Donor agrees to make a one-time charitable donation to the Recipient in the amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Donation"), subject to the following conditions:

- a. **Completion of Project:** The Project must be formally completed and accepted by the Recipient in accordance with the terms of the primary solar installation contract.





b. **Final Payment:** The Donor must have received the full and final payment for the Project.

3. PAYMENT

Upon satisfaction of the conditions set forth in Section 2, the Donor shall issue payment to the Recipient within thirty (30) days. The payment shall be made via wire transfer or check as directed by the Recipient.

4. USE OF FUNDS

The Recipient agrees allocate the donated funds toward improvements to District recreational facilities, including possible track resurfacing, or such other educational or capital purposes as may be authorized by the Board in accordance with Ohio law.

5. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties intend this Agreement to comply with all applicable provisions of the Ohio Revised Code, the Ohio Ethics Law, and all other laws governing public school contracting and acceptance of charitable gifts. Nothing contained herein shall be construed as providing consideration for the award of the Project Agreement or as limiting the District's discretion in any future procurement

6. SIGNATURES

Superior Energy Solutions

Signature: _____
Name: _____
Title: _____
Date: _____

Elida Local Schools

Signature: Joel Mengerink
Name: JOEL Mengerink
Title: SUPT.
Date: 7/22/26 pending Board approval on 8-19-26

