

CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement") is made as of the 22nd day of August, 2024 by and between Angela Durick, Charter Academy, an individual located at 4904 N Duncan Dr Coeur d'Alene, ID 83815 ("Owner") and Ace Drywall & Construction, LLC, a Idaho corporation located at 16085 N Ramsey Rd Rathdrum, ID 83858 with contractor's license numbers ID: RCE-20194 and WA: ACEDRDC886CS ("Contractor"). Owner and Contractor may each be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Parties agree as follows:

1. Description of Work. Contractor shall perform the following described work at 4904 N Duncan Dr Coeur d'Alene, ID 83815 (the "Property"), in accordance with Owner's contract plans and specifications, this Agreement and any Change Order, as defined herein, (collectively, the "Contract Documents"):

Project (Kitchen, Bathroom etc.):

- \$34,857 High school side metal building: Paint as follows: windows trim, rain gutter white. Body color paint "in the shadows "Doors and porch color "hi salute" we will be using DTM paint from Sherwin Williams water base. We will be pressure wash prior to paint, one coat , we will remove the electrical sign on the south side of the building and disposal. We will remove and install new "j" metal for the porch damaged area. Includes the rental of a boom scissor lift for the duration of the job. All labor and materials are included.
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$ _____
- \$34,857 **Subtotal**
- \$ _____ **Taxes**
- \$34,857 **Total**

(the "Work").

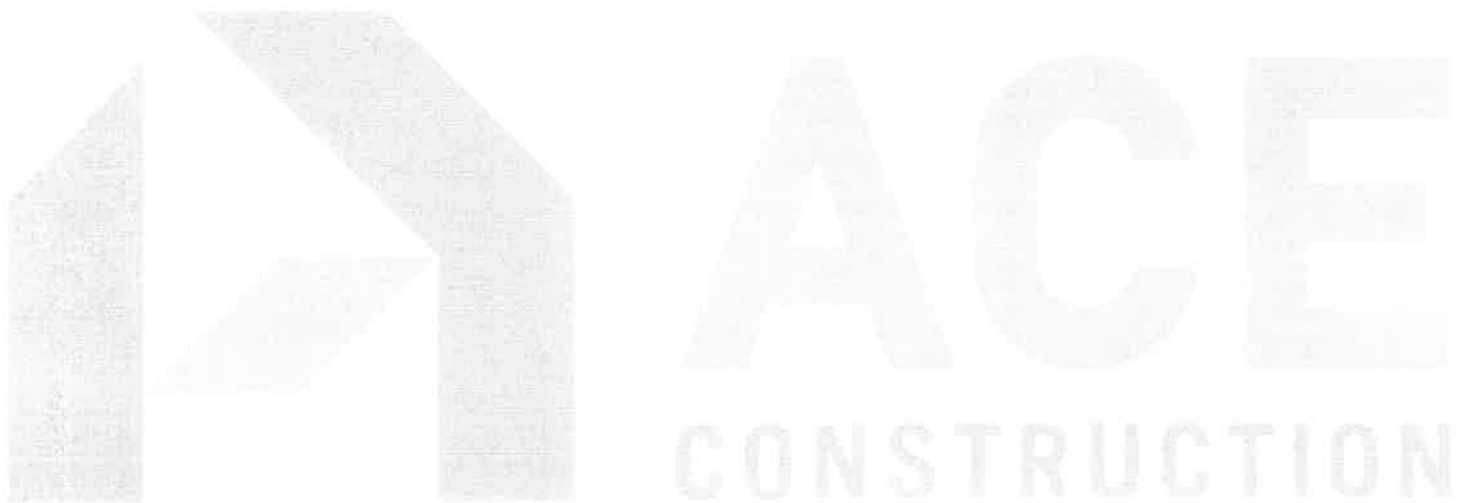
2. Contract Price and Payments. Owner agrees to pay Contractor the total of \$34,857(the "Contract Price"). Payment of this amount is subject to additions or deductions in accordance with any mutually agreed to changes and/or modifications in the Work. Payment will be made by personal check, according to the following schedule:

- \$17,428.50 deposit, due upon the execution of this Agreement. INITIAL AD
- \$17,428.50 balance due upon completion of the Work. INITIAL AD

3. Certificate of Completion. Work under this Agreement shall begin ASAP based on availability of materials and shall be completed by TBD based on start date contingent there are no unforeseen circumstances. Upon completion of the Work, Contractor shall notify Owner that the Work is ready for final inspection and acceptance and Owner shall make the final payment.

4. Materials and Labor. Contractor shall provide and pay for all labor and equipment, including tools, construction

equipment, machinery, transportation and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. Contractor may substitute materials only with the prior approval of Owner. The following materials will not be included in the Contract Price and are the sole responsibility of Owner and will **not** be covered under warranty by Contractor: **Any materials provided by the customer**



Licenses and Permits. Contractor shall obtain all licenses and permits necessary for proper completion of the Work.

5. Laws and Regulations. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, and any safety requirements of Owner (the "Applicable Laws"). Contractor shall promptly notify Owner upon discovery of any variance between the Applicable Laws and the Construction Documents.

6. Supervision of Construction. Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property.

7. Utilities. Owner shall pay for all permanent electric, water, phone, cable, sewer and gas service as needed to perform the Work. Owner shall pay for the installation, connection and removal of all temporary utilities on the Property during the performance of the Work. All temporary utilities shall conform and adhere to the Applicable Laws.

8. Hazardous Materials. If Contractor discovers any Hazardous Materials on the Property, Contractor shall immediately notify Owner and may cease working until the material or substance has been rendered harmless.

9. Warranty. All work furnished for this project shall be free from defects either in material or workmanship. If any defects either in material or workmanship shall be discovered in the work furnished or material used during the course of the work or within one year from the date of completion of the Work, the undersigned agrees to replace or correct such defective work or material in a manner satisfactory to the Customer.

10. Condition of the Property. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property, and shall not unreasonably encumber the Property with materials or equipment. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by Owner.

11. Inspection. Owner shall have a right to inspect the Work at any time and request that Contractor promptly correct any Work that is defective or does not conform to the Contract Documents. If required, the Work shall be inspected and certified by the appropriate state or local agency or health officer at each necessary stage.

12. Subcontracts. A subcontractor, for the purposes of this Agreement, shall be a person with whom Contractor has a direct contract for work at the Property. All contracts between Contractor and subcontractor shall be in accordance with the terms of this Agreement and the Contract Documents.

13. Work Changes. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein.

14. Other Contractors. Owner reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded, and shall give them access to the Property as necessary to perform their contracts.

15. Contractor's Insurance. Contractor agrees to maintain at its own expense during the entire period of construction at the Property:

A. General Liability Insurance. Such general liability insurance as will protect Contractor from claims for property damage and bodily injury, with limits of liability not less than \$1,000,000.00 for each occurrence.

B. Workers' Compensation Insurance. Such workers' compensation and employee insurance as required by law.

C. Automobile Liability Insurance. Such automobile liability insurance with limits of liability not less than \$25,000.00.

16. Time of Essence. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

17. Extension of Time. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay. This includes a delay resulting from COVID-19.

18. Early Termination for Breach of Contract.

A. Contractor's Termination. Contractor may, on seven (7) days' written notice to Owner, terminate this Agreement before the completion of the Work when for a period of fourteen (14) days after a progress payment is due, through no fault of Contractor, Owner fails to make the payment. On such termination Contractor may recover from Owner payment for all Work completed and for any loss sustained by Contractor for materials, equipment, tools or machinery to the extent of actual loss thereon, plus loss of a reasonable profit.

B. Owner's Termination. Owner may, on seven (7) days' notice to Contractor, terminate this Agreement before the completion of the Work, and without prejudice to any other remedy Owner may have when Contractor defaults in the performance of any provision of this Agreement, or fails to carry out performance of the Work in accordance with the provisions of the Contract Documents. If the unpaid balance on the Contract Price at the time of the termination exceeds the expense of finishing the Work, Owner shall pay such excess to Contractor.

19. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Binding Effect. This Agreement shall be binding and enure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

21. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of laws provisions.

22. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

24. Amendments. This Agreement may not be amended or modified except by a written agreement signed by all of the Parties.

25. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Angela Durick

8/12/202

Angela Durick

OWNER SIGNATURE

DATE

PRINT NAME

CONTRACTOR REPRESENTATIVE SIGNATURE

DATE

PRINT NAME

