



DIRTT

Cumberland County

27 Northport Drive
Floors 1, 2, & 3
Portland, ME

PREPARED BY:

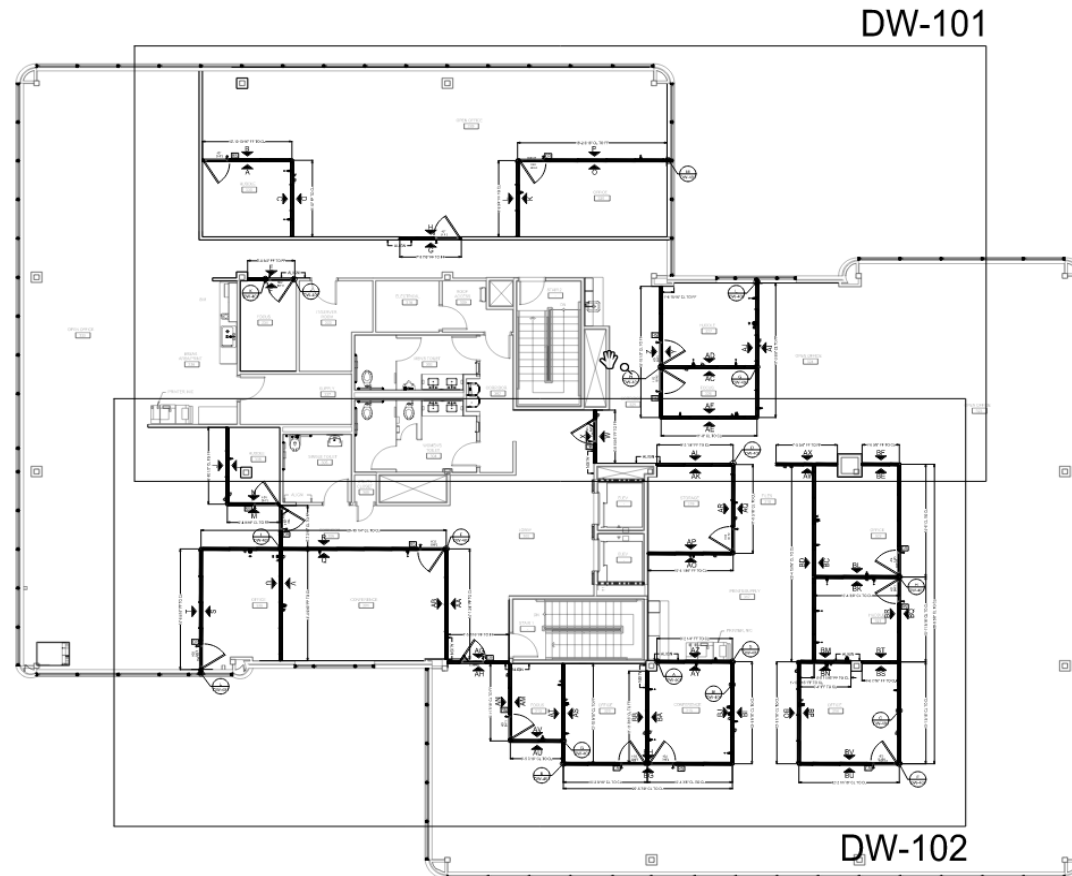
Joe Patterson
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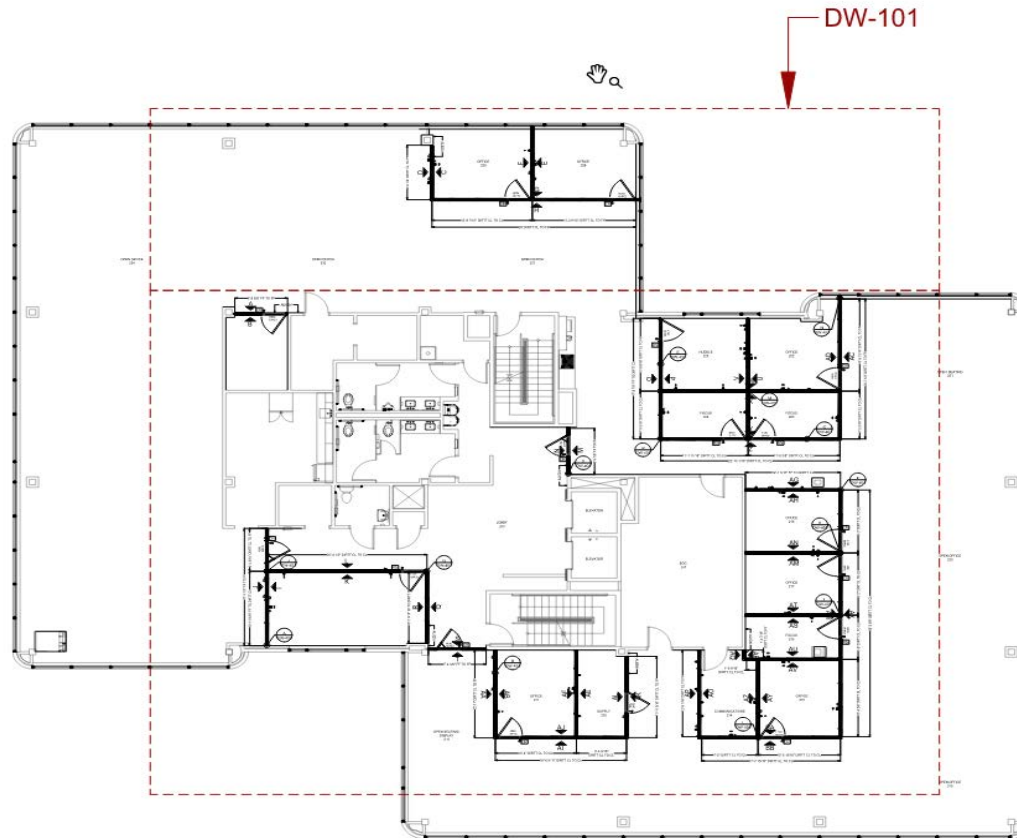
Project Scope: Floor 3

Scope as per shop drawing
submittal dated 11/19/24



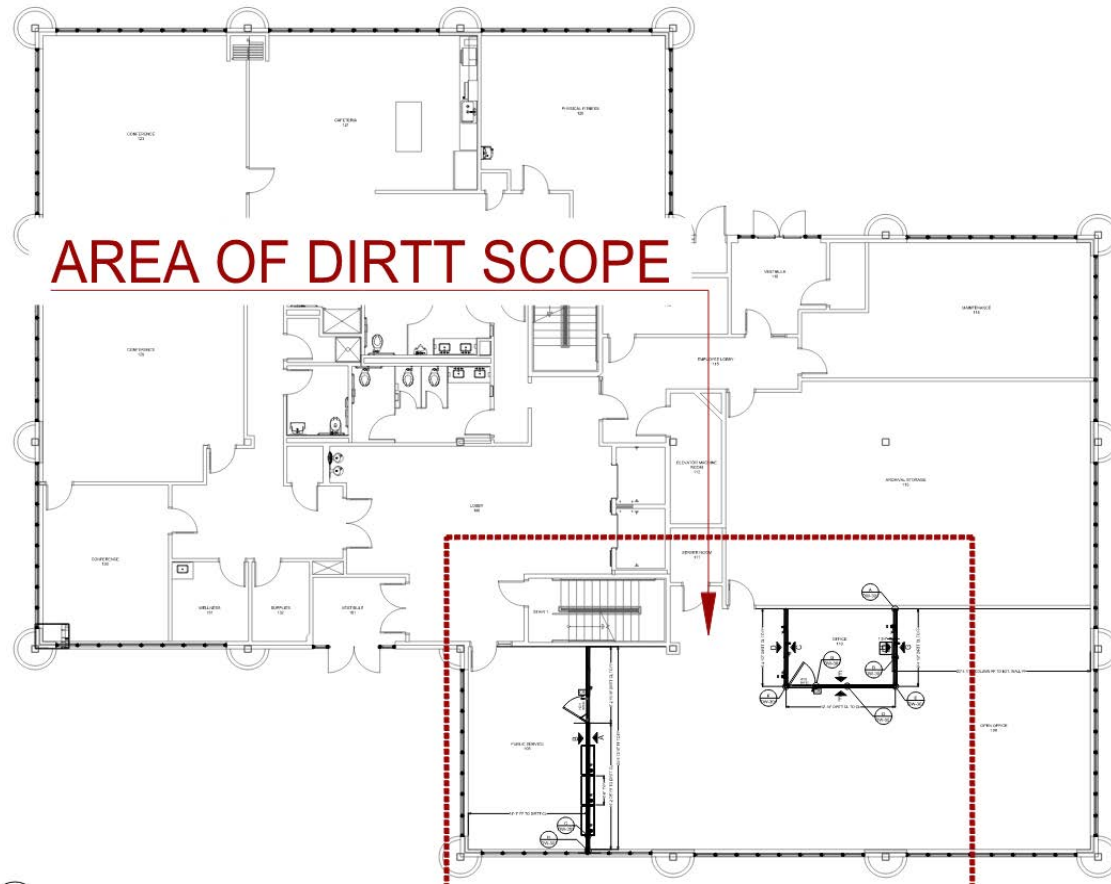
Project Scope: Floor 2

Scope as per shop drawing
submittal dated 11/19/24

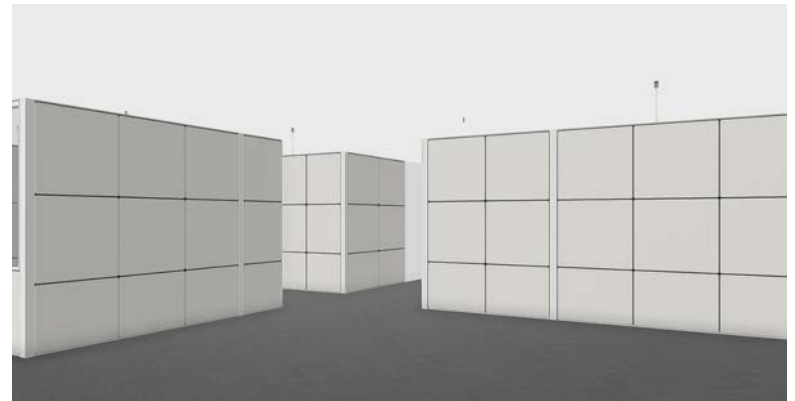
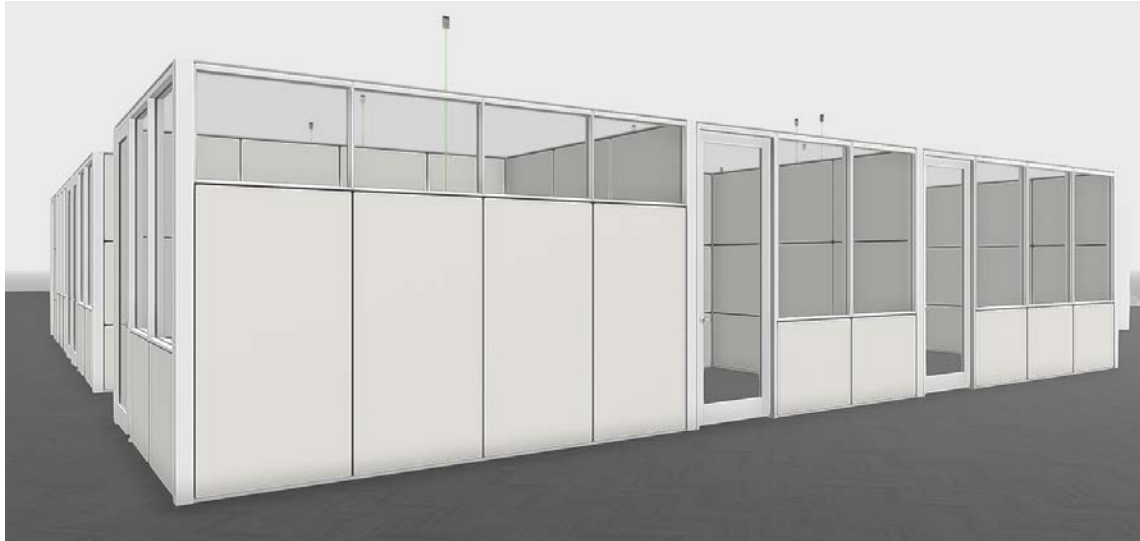


Project Scope: Floor 1

Scope as per shop drawing
submittal dated 11/19/24



Product Render



Pricing

Cumberland County – Floor 3	Totals
Wall Height: 8'-3" 470 Linear Feet of DIRTТ prefabricated wall systems Stacked Glass DIRTТ Walls and Full Height Solid Walls 6" Framed Glass Butt Hinge Doors for all door locations Door Hardware (updated after 11/19 submission) per Bill Trufant review to include Sargent 10X line prepped for Full Size Interchangeable Cores Lever sets, closers, electric strikes, deadbolts all included 4" posts included for card readers when applicable Final wiring and base building connections by others for all electric strikes, card readers and room schedulers Clear Tempered Glass In Doors and Panels Painted MDF tiles in colors selected: Hale Navy & London Fog DIRTТ Modular power specified as per WSP plans dated 6/20/24 All power supplied by DIRTТ. Final connections to base building power by GCs electrical subcontractor	\$281,530.00
Freight:	included
Installation:	\$87,100.00
Film:	excluded
Sales Tax:	exempt
Grand Total:	\$368,630.00

Pricing

Cumberland County – Floor 2	Totals
Wall Height: 8'-5" 400 Linear Feet of DIRTТ prefabricated wall systems Stacked Glass DIRTТ Walls and Full Height Solid Walls 6" Framed Glass Butt Hinge Doors for all door locations Door Hardware (updated after 11/19 submission) per Bill Trufant review to include Sargent 10X line prepped for Full Size Interchangeable Cores Lever sets, closers, electric strikes, deadbolts all included 4" posts included for card readers when applicable Final wiring and base building connections by others for all electric strikes, card readers and room schedulers Clear Tempered Glass In Doors and Panels Painted MDF tiles in colors selected: Hale Navy & London Fog DIRTТ Modular power specified as per WSP plans dated 6/20/24 All power supplied by DIRTТ. Final connections to base building power by GCs electrical subcontractor	\$239,600.00
Freight:	included
Installation:	\$65,325.00
Film:	excluded
Sales Tax:	exempt
Grand Total:	\$304,925.00

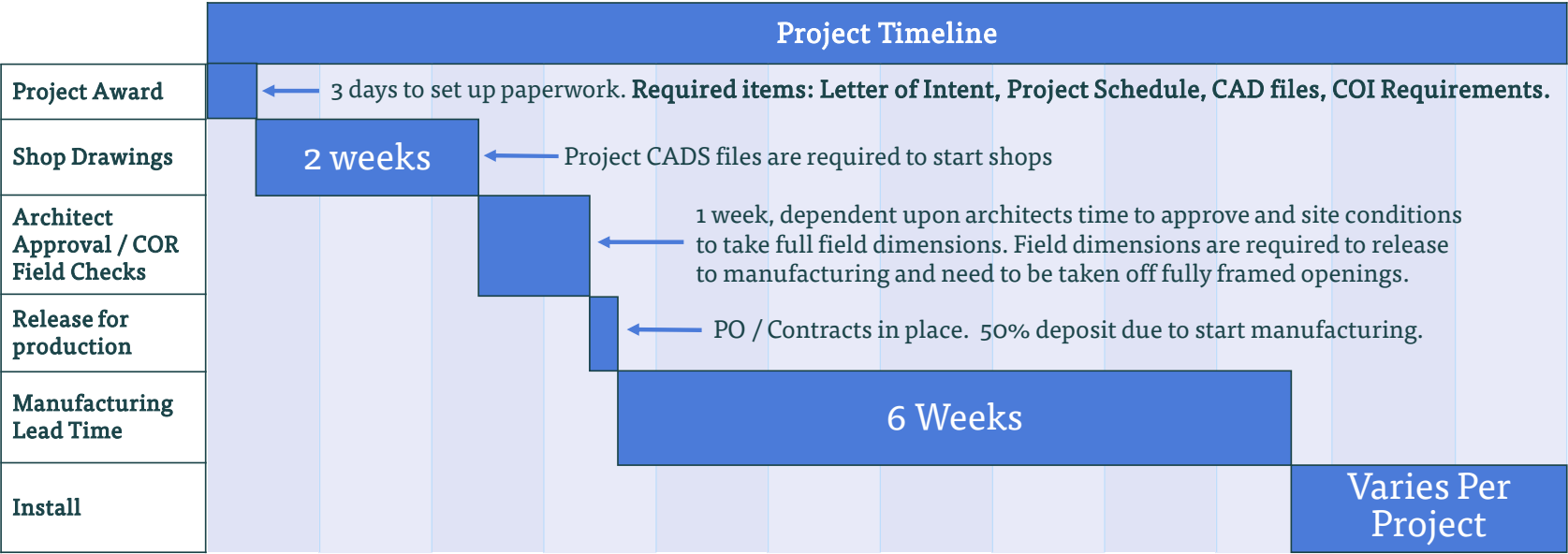
Pricing

Cumberland County – Floor 1	Totals
Wall Height: 8'-3" 59 Linear Feet of DIRTТ prefabricated wall systems Stacked Glass DIRTТ Walls and Full Height Solid Walls 6" Framed Glass Butt Hinge Doors for all door locations Door Hardware (updated after 11/19 submission) per Bill Trufant review to include Sargent 10X line prepped for Full Size Interchangeable Cores Lever sets, closers, electric strikes, deadbolts all included 4" posts included for card readers when applicable Final wiring and base building connections by others for all electric strikes, card readers and room schedulers Clear Tempered Glass In Doors and Panels Counter tops at public service windows Painted MDF tiles in colors selected: Hale Navy & London Fog DIRTТ Modular power specified as per WSP plans dated 6/20/24 All power supplied by DIRTТ. Final connections to base building power by GCs electrical subcontractor	\$35,341.00
Freight:	included
Installation:	\$9,380.00
Film:	excluded
Sales Tax:	exempt
Grand Total:	\$44,721.00

Pricing

Cumberland County – Grand Totals	Totals
Floor 3 – Material and Labor Floor 2 – Material and Labor Floor 1 – Material and Labor	
	\$718,276.00
P&P Bond:	\$8,978.45
Sales Tax:	exempt
Grand Total:	\$727,254.45

Rough Outline of DIRT Lead Times / Process



The schedule above does not represent this proposal / project’s timeline. This should be used for coordination purposes only to roughly understand our process and timeline.

Specialty hardware, glass and custom engineered solutions can extend lead times.

Installation

Installation Contingencies:

- Installation
- The area being installed must be clear and ready for installation at time of delivery (i.e. Flooring material and ceiling grid / (Soffits) installed prior to delivery of wall frames and doors)
- All products to be received at local warehouse and re-delivered to client location. During delivery to site exclusive use of freight elevator/dock/ receiving area is required. (if loading Dock – use of Freight Elevator / Loading Dock) Any crane , hoist or carry-up needs have not been determined here and will affect pricing.
- Site conditions to be verified prior to Order Entry. Dimensional variances which differ greater than from planned dimensions may result in additional cost
- As a byproduct of making glass safety compliant to CPSC CFR1201 & ANSI Z97, faint surface markings may occur
- Floor/Slab elevation variances not to exceed 1-1/8” over areas to received DIRT walls. Flashing/grinding to bring floors within tolerance is NOT reflected in the above pricing (if required, this work to be performed by others).
- All above the ceiling electrical work, connection to building & hanging of power cable extenders to be performed by others
- Any downtime or delays will be charged hourly
- All permits/permit fees & inspections are the owner’s or general contractor’s responsibility
- All DIRT material is custom-fabricated to meet project specifications and cannot be returned for credit. Design changes and /or field changes made after order entry will result in additional cost and may delay delivery
- Product cleaning includes broom clean and final wipe down by others
- COR’s installation schedule and pricing is based on the installation areas being ready to receive COR’s product (i.e., flooring complete, area free and clear of encumbrances, construction materials, debris, job boxes, etc.) and COR being provided a sufficient staging area for product directly adjacent to the installation areas. Should the space not be ready to receive COR’s product, the parties agree to adjust the schedule to reflect when COR will be able to begin and complete the installation and should any additional costs be necessary (overtime or additional labor) then the Contractor/Customer agrees to adjust COR’s contract price accordingly.

Installation Exclusions

- COR DOES NOT provide an electrical or tele/data vendors
- COR does not make final connection to base building electrical (Final connection BY OTHERS)
- Pricing does not include tele/data, electrical, controls, film, or Final Cleaning

Product Lead time is (6) weeks from receipt of the following:

Quote – Signed & Approved	Purchase Order / Contract– Matching the full amount of the quote
Shop Drawings – Signed & Approved	Field Dimensioning – Of all Walls, Soffits, & Ceilings

Client Acceptance:

Signature indicates acceptance of Product Summary pricing and Installation Terms and Conditions.

Accepted By: _____ PO# _____

Title: _____ Date: _____

Terms & Conditions

1. DEPOSIT: A 50% deposit is required for the placement of an order. Deposit is not refundable. Remaining balance is due 30 days after installation.
2. PROPOSAL PRICING / MATERIAL PRICE ESCALATION: Valid for 30 days unless specifically noted otherwise. All pricing herein is based upon manufacturer's pricing at the time award and pricing is valid for 30 days. Should the manufacturer impose on COR a material or freight cost increase, tariff, or surcharge prior to order, the Contract Price shall be equitably adjusted by Change Order in the amount of the increased cost to COR. Orders cannot be placed until the job site is fully framed to allow for field dimensions or the Contractor signs a "Hold to Dimensions Agreement". (Failure to meet Hold to Dimensions Agreement will result in additional costs to accommodate COR supplied products and is the responsibility of the Contractor). Orders cannot be pre-ordered prior to dimensions, signed shop drawings, and the space ready for installation.
3. CANCELLATIONS/CHANGES: Product orders cannot be cancelled once they are placed with the manufacturer. The buyer is responsible for all costs once the order is placed
4. ACTS BEYOND REASONABLE CONTROL: COR shall not be liable for any delay, indirect damages, consequential damages, liquidated damages, price escalation or contract acceleration or compression, to the extent that COR's performance thereof is delayed, rendered impossible, inadvisable, commercially impractical or illegal, by acts of God, war, civil commotion, fire, storm, flood, explosion, strikes, walkouts, acts of third parties beyond COR's control, governmental authority or regulation (state or Federal), any other cause which is beyond COR's reasonable control and/or the reasonable control of its vendors and suppliers
5. PRODUCT SPECIFICATIONS: All orders will be based upon Contractor's client's approved plans, shop drawings, and DIRT project scope form. The Contractor is responsible for having their local architect review the DIRT shop drawings for local building code/electrical code compliance. The cost for any local permits required will be Customer's responsibility.
6. FLOW DOWN TERMS: Notwithstanding any provision to the contrary, in order for the terms of any General Contract, Prime Contract or other contract to which COR is not a party to be applicable to the terms of this Agreement, the Contractor shall be required to provide said documents to COR as an express condition to the terms of said contract documents being applicable to COR.
7. CHANGES: Should changes be ordered by the Contractor/Customer, the Contractor/Customer shall be responsible for the cost of any additional product and/or labor to install the change. Any initial product ordered cannot be cancelled or returned.
8. PROFESSIONAL SERVICES: COR is not providing any professional services (architectural or engineering) as a part of our scope of work accordingly COR shall have no obligation to provide Professional Liability Insurance.
9. ACCELERATION: Contractor/Customer acknowledges and agrees that COR's product delivery is based upon the original schedule set forth in the Agreement and agrees that COR is unable to provide or deliver the product any sooner than originally required as the factory production schedule is locked in at the time of the order being placed by COR. Any installation acceleration that requires installation on overtime/double time hours will be an additional cost to the Contractor/Customer.

Terms & Conditions

10. CHANGE ORDER MARKUP: COR's installation cost is based upon our union subcontractor's hourly rate billed to COR and not the union hourly wage agreement; thus any change order mark-up percentage will be calculated using COR's installation subcontractor's hourly rate to COR.

11. **WARRANTY:** The product warranty obligations set forth herein are limited to the terms of the manufacturer's published warranty and are the responsibility of the manufacturer. Please note, moving parts including doors, hardware, and movable walls have a (1) year warranty. An installation warranty is provided by COR consisting of one year from the date of final acceptance of COR's work at the project, which shall not apply to reasonable and normal wear and tear, abuse, modifications not agreed-to by COR, improper or insufficient maintenance, and improper operation. All warranties and guaranties shall be enforceable directly by the Contractor and its customer, provided that COR has been paid in full.

13. **INDEMNITY:** Notwithstanding any of the provisions herein, COR's indemnity obligations shall be limited to its insurance coverage and associated limits in place for this project. In no event shall COR be obligated for any indemnity which exceeds said insurance coverage associated limits, nor shall COR be obligated to indemnify any party who shall be determined to be the sole cause of the claim for which indemnity is sought.

14. **CONFLICT/COUNTERPARTS/AMENDMENT.** Should the provisions of Terms and Conditions conflict with any of the terms and conditions contained within the Contract, the terms and conditions of this Quote shall control. This Quote may be executed in multiple counterparts, each of which shall be deemed an original and is to take effect as a sealed instrument which may only be modified, cancelled or amended by a written instrument executed by the Contractor/Customer and COR's authorized representatives.

The terms and conditions of this Quote shall be incorporated by reference into the terms and conditions of the Contract between COR and Contractor/Customer. Any attempt to exclude these Terms and Conditions is expressly rejected by COR.

Acknowledged and agreed to on the date set forth below.

Date: _____

By: _____
Element
Its _____ and Authorized Representative

DIRTT Limited Warranty

DIRTT Environmental Solutions (“DIRTT”), 7303 – 30 Street Southeast, Calgary, Alberta, Canada T2C 1N6, warrants the products sold by DIRTT to be free from defects in material and workmanship in normal use and service. DIRTT will repair or replace any defective hardware and moving parts falling under this limited warranty for one (1) year and any stationary parts for ten (10) years from the date of purchase and will be responsible for reasonable labor and shipping costs incident to repairing or replacing any such defective parts, as further outlined and subject to the limitations and exclusions set forth herein.

The benefits of this limited warranty shall extend only to the original buyers of DIRTT products purchased through DIRTT’s authorized Construction Partners, and not to any subsequent purchasers or third parties. Any product, part, or component must have been installed, maintained, and used in the manner in which they were intended according to DIRTT’s instructions and guidelines provided from time to time, in order to be eligible for coverage under this limited warranty and must not have been subject to misuse or abuse.

What will we do to correct the problems?

DIRTT will repair or replace, at DIRTT’s option, any part of the product, or the entire product, that is defective in material or workmanship in normal use and service. DIRTT reserves the right to determine the method of correcting deficiencies, including performing the work ourselves (where permissible). DIRTT also reserves the right to take the steps necessary to determine reasonable labor and shipping costs, including inspecting the defective products and/or worksite and reviewing proposed third-party installation costs. For additional information regarding this warranty, please contact your DIRTT partner.

How do you get service?

Contact your DIRTT Construction Partner. They will identify or verify the problem and notify DIRTT. Pictures will also be needed to help the DIRTT Team determine problem areas. Warranty claims and resolution will be handled by your DIRTT Construction Partner.

Are there exceptions?

Some. For example, DIRTT’s warranty does not cover:

- Customer’s Own Materials (COM) – textiles, finishes, etc.:
- DIRTT tests Customer’s Own Material (COM) and other client-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.
- Maintenance of other manufacturers’ products (e.g., flex gas), except to pass through their warranty where applicable and where possible.
- Damage as a result of installation or normal wear and tear.
- Natural variations in wood grain or the presence of character marks.
- Changes in surface finishes due to aging or exposure to light.
- The colorfastness or the matching of colors of textiles, including an exact match to cuttings or to swatch cards.
- Products exposed to extreme environmental conditions or improper storage (contrary to the DIRTT Wood Products Requirements Guide).
- Damage due to force majeure.
- DIRTT-manufactured hardware, including but not limited to soft closers, concealed closers, casework drawer slides, sliding door pistons and locking pulls, which have a one (1) year limited warranty.
- Exterior applications of DIRTT Timber.

DIRTT Limited Warranty (cont.)

The following will void the warranty:

- Failure to apply, install, or maintain products according to published DIRTT instructions and guidelines provided from time to time, including the DIRTT Wood Products Requirement Guide.
- Any abuse, misuse, or accident.
- Alteration or modification of the product.
- Shutdown of building systems for extended periods (e.g., climate control systems set to levels for extended periods that do not conform to typical occupancy requirements).

This warranty applies worldwide:

Except for the express warranty contained herein, DIRTT makes no representation or warranty of any kind, express, implied, or statutory, including, without limitation, implied warranties of merchantability or fitness for a particular purpose. All other warranties, however arising, are hereby excluded. In no event shall DIRTT be liable for any loss of profits or any special, indirect, incidental or consequential damages, even if advised of the possibility of the same, and the sole remedy of DIRTT Construction Partners and their customers shall be, at DIRTT's election, repair or replacement of the defective part(s) or product(s) under warranty, or the return of all payments received by DIRTT with respect to such product(s). The remedies set forth in this instrument are exclusive, and the liability of DIRTT with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the product(s) on which such liability is based.

