

Mountain Division Office, 875 S. 600 W., Heber City, UT 84032 P: 801-839-2900 F: 801-839-2929

Project Budgetary Proposal

Proposal Date:	8/8/2023
Proposal Issued To:	The Aspen Group
Attention:	Estimating
Project Ref.:	Sommet Blanc
Proj. Street/City/State:	9300 Marsac Ave, Park City, UT 84060
Estimator:	Jayson Knight
Expiration Date:	10/8/2023

Rooftop Anchor Inc, has joined the Diversified Fall Protection Team.

Thank you for the opportunity to provide pricing for fall protection on this project.

The types and quantities of rooftop fall protection equipment included in this budgetary proposal was determined from a phone conversation with Aspen Group, 2 pages from a fall protection specification dated 11/18/22, and a set of bid docs named SOMMET BLANC IFC Set and dated 11/18/2022.

Diversified Fall Protection has used this information to generate the attached conceptual layout/design and below budgetary pricing for a RDS (rope descent system) via Bosuns' Chair for window cleanings, general fall protections, and general façade maintenance.

Please review and feel free to contact us with any questions.

Sincerely,

Jayson Knight DIVERSIFIED FALL PROTECTION

SCOPE OF WORK

Diversified Fall Protection can design, supply and install the fall protection system. The entire system will be certified by DFP pending final testing and inspection. Scaled shop drawings, both hard copy and digital, approved and stamped by a licensed engineer in the State of UTAH will be provided at the conclusion of the project once full payment is received.

WARRANTY

Diversified Fall Protection (DFP) manufactured products are warranted in accordance with the published DFP Limited Warranty for a period of up to 10 years for fall protection anchorages and 2 years for guardrails, ladders, and platforms. Limited Warranty is contingent upon successful completion of OSHA/ANSI annual inspections.

☑ Rooftop Anchor: 10 year limited warranty
 ☑ Rooftop Horizontal Lifeline: 10 year limited warranty
 ☑ Rooftop Rigging Sleeve: 10 year limited warranty

PROJECT SPECIFIC NOTES

- All Installations automatically carry \$10,000,000.00 coverage against product failure (Products/Completed Operations, Per Occurrence).
- Project sequencing should be such that this scope of work can be completed in one continuous mobilization.
- Union labor is excluded.
- Diversified Fall Protection is not liable for scope items not specifically listed below.
- Setting of cast-in-place products is not included. Product layout and installation supervision is by others. DFP will provide detailed shop drawings for layout purposes.
- DFP's engineering services includes the anchor and its attachment to structure. The engineer of record is responsible to ensure the structure is adequate at each anchor location.
- Proposal assumes parapets can withstand suspended rope access activities. We have not included outrigger beams or davit arm assemblies.
- Any reinforcement of roof structure at Anchor locations that may be required, is by others.
- <u>Quote assumes that a freight elevator or other means will be available to hoist material to</u> rooftop. Material hoists, cranes, forklifts, etc. have not been included in this quote.
- DFP did review an extremely limited 2 pg. specification for this building prior to bid.
- Tapered insulation plan was not provided.

LIST OF EQUIPMENT, PRODUCTS, OR SERVICES

1	Professional Engineering and Design	
51	Weldable Rooftop Anchorage – HDG	
53	Cast in Place Rooftop Anchorage – HDG FURNISH ONLY	
70	Structural Rigging Sleeve	
	(Any CIP Rigging Sleeves are bid as FURNISH ONLY)	
40'	8MM 7X7 SS Cable (1 Hands Free Cable System)	
2	Detachable Cable Travelers	
1	Freight	
1	Professional Installation by Factory Certified Technicians	
1	Post Installation Certification	

PRICE

Price Summary

• Product/Engineering/Installation/Certification

TOTAL \$270,096.00 (Tax Included)*

*If tax exempt, please DEDUCT \$9,134.00 from the above total.

*Please note that the freight charge included in pricing above is for a single shipment to include all product, unless stated otherwise. If multiple phased shipments of product are required, please account for additional charges, or ask for a revised quote per your request to address the shipping.

* Any discrepancies with this order must be reported to Diversified Fall Protection to be resolved within 10 days of receiving your material. Please have your order number and shipping documentation ready when calling.

Line items below not included in pricing above.

- Delta Vest Style Harness & EZ-STOP 6' Shock Absorbing Lanyard: \$385.00/per set
- If anchor insulation is required, please ADD \$3,120.00 to the above total.

EXCLUSIONS/RELATED WORK BY OTHERS (some may not apply)

The following are excluded from the scope of work and the warranty.

- Any necessary redesign of system, re-order, additional order of products, roofing, and/or mobilization due to variations of information between provided drawings and actual on site structure(s) may require additional costs.
- Diversified Fall Protection is a non-union workforce. If union labor is required, please contact us. DFP
 has trained multiple companies that are union affiliated and we may be able to provide an alternate
 solution.
- Multiple mobilizations
- Delays caused by other vendors (i.e. no shows, insufficient work force to perform to production capabilities, etc.) may subject the building owner/agent to loss time charges. The building owner/manager is then responsible for any back charges to the other vendor
- DFP cannot be held responsible for tensions cables, electrical, conduit or other hidden objects that are not readily visible. We will perform a visual inspection of our equipment location to avoid any damage to objects that can be detected visually. In addition, DFP is not responsible for removal and/or replacement of any interior wall or ceiling material unless otherwise specified in this proposal.
- X-rays of concrete floor or roof slabs for locations of post tension cables (where applicable), and/or any electrical conduit lines, any plumbing drain lines, or any other building systems hidden in the concrete slab. Diversified Fall Protection is not liable for any damage to embedded building systems resulting from the fall protection system installation.
- Encountering of lightweight concrete. Additional costs may be incurred to facilitate anchoring of DFP's products/equipment to structural concrete below lightweight fills.
- Certification of structure to receive products or equipment by a project structural engineer including reinforcing of structure if necessary.
- Costs associated with obtaining performance and payment based bonds.
- Reinforcing of attachment and bearing points, as well as existing structure.
- Roofing and waterproofing, including flashing of any penetration related to this scope of work.
- DFP cannot be held responsible for the fix, repair or replacement of any under the deck fire proofing that may be disturbed during the fall protection installation.
- Setting of cast-in-place products or block outs.
- Onsite supervision of product layout or installation unless otherwise stated in the quote.
- Opening and closing of the metal deck.
- Verifying stanchion flashing heights meet roofing manufacturer's warranty requirements.
- Hoisting of equipment to the rooftop or other levels where anchors will be installed.
- Electrical services at every roof level.

Liability Insurance: All installations automatically carry \$10,000,000.00 coverage against product/system failure (Products/Completed Operations, Per Occurrence) provided by DFP. In the event annual inspections, as required by OSHA, are performed by a third certified party, and are not performed by Diversified Fall Protection, or an authorized DFP representative, Diversified Fall Protection shall not be held responsible for products or equipment beyond the stated one year Warranty period.

Log Book: Diversified Fall Protection provides an Equipment Manual & Inspection Log Book for understanding equipment function, maintenance data, inspection requirements, certification requirements and for keeping a certification record of each inspection (and test) required. An additional copy of the log book can be provided at an additional cost.

Annual Inspection Requirements: OSHA Department of Labor Regulations (Standards – 29 CFR) Part 1910.66, Subpart F, states that fall protection equipment shall undergo periodic inspection by a competent person at intervals not exceeding 12 months, which is satisfied by Diversified Fall Protections annual visual inspections.

TERMS AND CONDITIONS

- This proposal is conditioned upon review, acceptance and execution of necessary documents between Diversified Fall Protection, and the purchaser of the fall protection system. Documents will include an agreed upon schedule for delivery and continuous uninterrupted work flow during regular business hours. The prices and terms herein are not subject to verbal changes or other agreements unless approved in writing by an authorized representative of DFP. Prices are based on costs and conditions existing on date of quotation and are subject to change by the seller before final acceptance. Typographical errors are subject to correction.
- In the absence of a written acceptance of these conditions by the purchaser, placement of an order for any of the goods covered by this quotation/proposal shall constitute an acceptance of these terms and conditions and shall constitute the entire contract between DFP and the purchaser. The failure of DFP to object to provisions contained in a purchaser's order or other communication shall not be deemed a waiver of the terms and conditions.
- In the event the client selects DFP as the successful bidder, but chooses not to sign DFP's proposal and instead provide their own contract or agreement, DFP's entire proposal, including exclusions, term and conditions, etc. shall be incorporated into the contract or agreement and included as an exhibit.
- DFP's designs, details, drawings, product illustrations, samples, etc potentially contain proprietary design concepts developed or improved by DFP and is the property of DFP. They shall not be disclosed to third parties, reproduced in any fashion, without the written consent of DFP. If so demanded, any and all information shall be promptly returned.
- Due to the possibility that changes may be necessary due to variances between drawings and actual site condition, some anchors may be installed at locations slightly different than shown on conceptual layout.
- Quotation is based upon the assumption that the existing structure is able to withstand the necessary loads imposed by the fall protection system.
- All quotations are subject to verification of acceptable credit.
- DFP reserves its right to lien and will deliver a final liens release/waiver upon receipt of full payment.
- Diversified Fall Protection reserves the right to re-schedule the dispatch of its mobile installation crews if there is a minimum of a 20% chance of rain per the website <u>www.weatherchannel.com</u>.
- DFP shall not be responsible for delays in fulfilling this order that are caused by acts of God, lack of transportation facilities, or other causes which are unavoidable or beyond our control.
- Unless otherwise previously authorized by Diversified Fall Protection in writing, the Work performed by Diversified Fall Protection pursuant to this proposal, subcontract, or agreement, whichever the case may be, including any materials and equipment incorporated therein, is intended for use only by the Owner in accordance with certain User Instructions provided by Diversified Fall Protection and is not to be used by any other party including without limitation, construction trades during the course of construction, for any purpose whatsoever. Upon turnover of the Work from Diversified Fall Protection to the custody, care, or control of Contractor or Owner, whether or not such Work is marked with warnings or notices, such party shall assume exclusive responsibility for protection of the Work including any materials and equipment incorporated therein, regardless of whether title has passed to Owner under the terms of the Prime Contract or the terms of any proposal, subcontract, or agreement under which the Work may have been performed. Contractor or Owner,

whichever party Diversified Fall Protection shall turnover the custody, care, or control of the Work to, shall take all reasonable precautions and shall provide protection to prevent damage, injury or loss to the Work, including any materials and equipment incorporated therein, from any and against any and all loss of whatsoever nature, on account of any and all damage to or loss or destruction of the Work or any materials and equipment incorporated therein, arising directly or indirectly out of use or misuse of the Work by any party other than the Owner and shall indemnify and hold harmless Diversified Fall Protection, its agents, representatives, and shareholders from any and against such loss.

PAYMENT TERMS

Diversified Fall Protection Mountain Division conducts all sales transactions in accordance with its Standard Sales Terms and Conditions available at <u>www.rooftopanchor.com/terms-and-conditions</u>

PROJECTED TIMELINE OF CONTRACT FULFILLMENT

- Contract Negotiation Please allow a minimum of 2 weeks for contracts.
- Engineering 2 weeks after receipt of purchase order or contract.
- Fabrication will vary depending on our manufacturing work load at the time the order is placed. This type of product is typically ready to ship 6 8 weeks after receipt of approved submittals and shop drawings.
- Installation To be scheduled upon receipt of submittal approval.

This estimate is valid for a period of 60 days starting from 8/8/2023.

Customer:

Click or tap here to enter text.

Date of Acceptance:

Print Name, Title:

Signature of Acceptance:

I have the authority to bind the Corporation