



2160 West 1700 South • Salt Lake City, UT 84104  
801-503-3000 FAX 801-503-3004

## PROPOSAL



Today's Date: August 16, 2022

|                             |                       |   |  |
|-----------------------------|-----------------------|---|--|
| To: Aspen Group USA         |                       | Project: Summet Blanc 2217  |  |
| Harrison Paden              |                       | Location: Park City, Utah   |  |
| Plans Dated: 25% 05.25.2022 |                       | Contractor's License Number: UT 11970599-5501<br>ID Public Works 034555-4 |  |
| Plans Complete: No          | Bid Bond Required: No | Addenda: NO   |  |
| By/Architect: Olson Kundig  |                       | Tax Exempt: No  |  |

**NOTE: Due to unexpected price fluctuation in the market, this pricing is only good for 30 days from date of bid.**

**Note: Product shortages and price escalation may force project to be rebid at time of contract.**

**NOTE: Project schedule may be delayed or effected due to material shortages and/or extended material lead times.**

**NOTE: Flynn has every intention of fulfilling project schedule but will not be held responsible if materials cannot be procured due to manufacture shortages or delays.**

**All material communications will be documented and provided to GC upon request.**

**NOTE: Flynn reserves the right to switch (spec approved) manufacturers until product order date. This will help Flynn protect project pricing and procurement until material order date.**

**NOTE: Due to price volatility and Manufactures not holding any pricing until ship dates, Flynn will only contract projects if GC agrees to price increases or decreases.**

**Quotes will be provided to GC at contract, we then will review at delivery for any price changes. Flynn plans on having full transparency throughout this process. No markup will be added to materials if there is an increase in material price.**

### SCOPE OF WORK:

**Reynaers Aluminum Framed Glazing Systems "Building B" only**

**Three million two hundred fifty nine thousand five hundred sixty dollars.....\$3,259,560.00**

#### **AT BUILDING "B" ONLY:**

**Approximately 3110 sf Reynaers CW50 Curtain Wall System, glazed with 1" Insulated HP Low E coated glass**

**Approximately 13 each Masterline 8 Terrace doors and framing**

**Approximately 16715 sf Reynaers SL38 Fixed with Hopper window system.**

**Approximately 46 CP155 LS type Sliding doors**

**Two (2) Auto Bi-Parting Sliding doors**

#### **Includes:**

- 1. Reynaers door, window and curtain wall systems as noted**
- 2. High Performance Low E insulated glass**

3. Installation
4. Mobilization,
5. Door hardware
6. Exterior perimeter primary sealant
7. Sales tax
8. Powder coated paint finish

**EXCLUTIONS TO BASE BID:**

- Repair or replacement of materials damaged by others
- Interior Caulking
- Interior Glazing, glass railings
- Leed material
- Pre bid engineering
- Flashings, screens or nailing fins
- Off-sight storag
- Final cleaning
- Protection of materials after installation
- Electrical power, wiring, or connections
- Field testing.

Thank you,

Ed Hymas

| <b>NOORDA B.E.C.</b>                      |   |
|---|---|
| Company:                                  | ACCEPTANCE OF THIS PROPOSAL CONSTITUTES A BINDING CONTRACT AND IS SUBJECT TO THE <b>ATTACHED TERMS &amp; CONDITIONS</b> |
| Print Name:                               | <b>THIS PROPOSAL IS GOOD FOR 30 DAYS FROM DATE OF ISSUE</b>   |
| Signature:                                | Date:   |
| <b>PLEASE SIGN &amp; RETURN THIS COPY</b> |   |

**TERMS AND CONDITIONS**

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The accompanying **Noorda Architectural Metals, Inc.** (hereinafter "**NOORDA**") proposal is subject to the following terms & conditions:

1. **ACCEPTANCE TERMS:** Signed copy of the proposal and 50% deposit returned to our office. Offer may be revoked any time prior to acceptance. This proposal is subject to revision if not accepted within fifteen days, and/or shipment/installation within 30 days unless otherwise noted. If you accept this proposal on your form, the provisions hereof control the printed provisions of your form. This proposal is subject to correction of clerical errors prior to acceptance. This proposal is subject to approval of our credit department. A credit application will be required if you do not have an account with us. By signing this proposal, paying a deposit, or paying any invoices to the project, customer accepts and agrees to all of the terms and conditions of this proposal.
2. **NOORDA** is not responsible for demolition, final cleaning, snow removal, BIM related costs, protection or field testing of materials furnished and/or installed under this proposal unless otherwise noted. Permits, inspections and related fees are excluded unless otherwise noted. **NOORDA** is not responsible for replacement of any materials furnished and/or installed unless damaged by **NOORDA**. **NOORDA** is not liable or responsible for any stains or corrosion on metal or glass, damage or delays caused by other trades during installation, and may charge extra for additional costs caused thereby. We are not responsible for acts of God, vandalism, unexplained damage, glass breakage, or similar risks. All materials become the responsibility of the General Contractor and/or Owner after they have been installed. We will remove our own rubbish and will not pay for removal by others unless authorized by us in writing.
3. Slight natural color variation occurs in production of metal and glass; we are not liable for any such variation. Tempered glass is subject to some warpage.

4. We will install materials in a craftsmanlike manner according to industry standards. We do not guarantee engineering, architectural, or technical qualifications of Owner's Architect, Engineers, or specified material manufacturers. Deviations from industry standards which could not be reasonably anticipated in preparing our proposal, and which result in added costs, will be executed only upon receipt of an approved change order. Caulking (when performed by **NOORDA**) and shimming of our materials shall be limited to 1/2" unless otherwise noted. Caulking shall be limited to weather proofing of our products only, and usually includes bedding and/or exterior bead. Interior finish caulking of our material is by others unless prior arrangements are made with **NOORDA**. Brake metal trim shall be limited to that shown on our shop drawings.
5. We will not assume responsibility, regardless of what may be stated in the specifications, for any changes, deviations or alterations to the referenced plans and specifications made necessary to conform to any areas or controlling agency's "Uniform Building Code, Minimum Building Requirements, Safety Codes," etc. If any such changes, deviations or alterations become necessary, we will, upon request or notification, submit additions to or deletions from our base proposal relative to the change.
6. **PAYMENT TERMS:** Terms are Net Cash or Net 30 Days if credit terms have been approved. If progress payment terms are negotiated, progress payments consisting of 100% (less applicable retainage) of the value of all material furnished and work performed during the month and billed to Contractor with a properly submitted pay request, shall be paid not later than the 30th of the following month. Balance, including any retention, is to be paid in full not later than ten days after General Contractor receives payment from Owner for **NOORDA's** completed work. If the architect fails to issue a certificate of payment or the owner fails to pay for any cause not our fault; payment shall be made to **NOORDA** on demand. In the event work is not acceptable and any progress or final payment is withheld, deficiencies must be listed in writing and mailed to us within one week of inspection. After correction of deficiencies we may then request an additional inspection within one week following corrective action. In the event payment is not made when due in accordance with provisions herein, a late fee of 5% of the amount due plus finance and service charges at the rate of 1 - ½% per month or 18% per annum on the unpaid balance shall accrue. Customer agrees to pay all attorneys' fees, litigation costs and all other costs of collection upon default. We will furnish evidence of freedom from liens, if requested, for work performed or materials supplied on our behalf. We will provide an unconditional release of lien upon payment in full for our work. No provision of a subcontract shall serve to void the entitlement of **NOORDA** to payment for properly performed work or materials which are suitably stored. **NOORDA** reserves the right to stop work if properly submitted pay requests are not paid within 45 days.
7. Work will be done as promptly as possible. **NOORDA** shall not be responsible for liquidated damages or delays in whole or in part caused by others, war, transportation, shortage of materials, commandeering or requisition of raw materials, projects or facilities (whether compliance with such order or request is mandatory or not), priorities imposed by any governmental authority, strikes, lock-outs, fires, embargoes, or by any other cause beyond our reasonable control. On any job where time is a factor, any delay in approval of shop details by contractor, owner or architect, shall not be part of delivery time. Time is hereby declared the essence of the contract. If applicable, production and/or delivery schedules, which meet job schedule requirements, must be agreed upon and confirmed in writing. In the event scheduling is delayed through no fault of **NOORDA**, pricing is subject to adjustment for any increased costs **NOORDA** should incur due to fluctuating supply/labor costs.
8. It is essential that all framing and masonry pertinent to our work be erected in exact accordance with working details and specifications either prepared or approved by us. Furnishing and complete erection of framing and masonry for the reception of our material shall be done by others, including structural steel shapes, blocking and/or reinforcing, wood cores and backing, and wood stops unless otherwise stated in the proposal. Openings are not considered ready for field measuring until all substrate materials are in place and the workmanship of other trades is deemed acceptable. All panel/trim/glass sizes will be taken by us from finished openings. Delays may be avoided if approved and guaranteed sizes are given in writing to **NOORDA**.
9. Hardware not supplied by **NOORDA** per bid documents must be approved by **NOORDA** and in our possession prior to any fabrication of applicable doors and frames. All electrical connections for electrified hardware is by others.
10. Any changes or additions necessitating alterations or extra labor and/or material not included in this proposal shall be charged for accordingly on either a lump sum basis if quoted prior to the commencement of extra work, or on a time and material basis plus reasonable overhead and profit as determined by **NOORDA**. This proposal includes a limited number of mobilizations to complete the work. In the event, through no fault of **NOORDA**, changes to the schedule prevent **NOORDA** from completing its work within the number of mobilizations contemplated by the proposal, and additional mobilizations become necessary to complete the work, the costs of the additional mobilizations will be charged to customer.
11. We shall have the right to store materials on the job and to use elevators, as required, to complete performance of the agreement, all without cost or expense to us. No charge of any kind shall be made against us for use of telephone for local calls, plaster patching, office expenses, stenographic fees, electricity, water, watchmen, guards, temporary structures, scaffolding or any overhead item. If there is a hoist on the job, it is understood that we may use it for a reasonable charge. When work is to be done in elevators, shafts, lavatories, rest rooms or other facilities we shall have reasonable access thereto during regular working hours.
12. **LIMITED WARRANTY:** **NOORDA** warrants that all materials and/or services described in the proposal (the "Work"), and sold hereunder, will conform to plans and specifications, alternates, or shop drawings as approved by owner, architect or general contractor for the job; that we will convey good title thereto; that such materials will be reasonably free from defects in material and workmanship in accordance with industry standards for a period of one (1) year from date of completion. Any claims or causes of action against this limited warranty or the performance of the Work must be made by customer within said one (1) year period or otherwise be waived and forfeited.
13. **NOORDA** shall comply with all applicable laws and regulations of governmental authorities, pertaining to wages, hours, price regulations or renegotiation provisions, race, color, creed, or sex of workers. **NOORDA** and its workers are covered by Workers Compensation Insurance, Liability Insurance and Property Damage Insurance as required by the State of Utah.
14. Any controversy arising out of this agreement or the breach thereof may be settled by litigation or arbitration, at our option, in accordance with the rules then in force of the American Arbitration Association and judgement upon the award rendered may be entered in any court having jurisdiction thereof. The arbiter is empowered to decide the controversy in accordance with whatever evidence is presented and is authorized to award costs, expenses and reasonable attorney's fees to the prevailing party. The prevailing party of any litigation proceeding shall be entitled to recover from the other party all costs, expenses and reasonable attorney's fees.
15. The laws of the State of Utah shall govern this Agreement and any interpretations and constructions thereof. Further, the place of performance and transaction of business shall be deemed to be in Salt Lake County, State of Utah. In the event of litigation, the parties hereto consent to subject themselves to personal jurisdiction in such court(s) in and for Salt Lake county, State of Utah, which is otherwise competent to adjudicate claims arising hereunder.
16. **NOORDA** proposals exclude providing performance bonds, payment bonds, surety bonds, and/or any form of personal guarantee, unless noted otherwise.

17. The signatory parties acknowledge that each has read this proposal, understands it and agrees to be bound by its terms. The parties further agree that this proposal supersedes all other proposals, oral or written, and all other communications between the parties relating to the subject matter of this proposal. This proposal is not subject to modification except by change orders in writing, signed by both parties hereto.
  
18. **PROTECTION AGAINST LIENS AND CIVIL ACTION:** NOTICE IS HEREBY PROVIDED, in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:
  - (1)
    - (a) The owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;
  
    - (b) The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
  
    - (c) The owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or
  
  - (2) The amount of the general contract between the owner and the original contractor totals no more than \$5,000.