

**EXHIBIT 1
T&M LABOR RATES**



Customer Name UTAH
 Project Name 2022 -2023 T&M RATES

1st SHIFT

Description	Straight Time Rate	Over Time Rate	Double Time Rate	Valid Through
Project manager	\$73.28	\$106.89	\$140.50	12/31/2022
Superintendant	\$64.03	\$93.02	\$122.01	12/31/2022
Foreman	\$57.18	\$82.74	\$108.30	12/31/2022
lead Erector	\$49.88	\$71.80	\$93.71	12/31/2022
Erector helper	\$42.68	\$60.98	\$79.29	12/31/2022
Laborer	\$38.49	\$54.71	\$70.92	12/31/2022
Safety	\$58.00	\$83.00	\$109.00	12/31/2022
Timekeeper	\$34.75	\$51.50	\$29.50	12/31/2022
Metal Mechanic	\$57.18	\$82.74	\$108.30	12/31/2022
Insulator	\$49.88	\$71.80	\$93.71	12/31/2022

Scaffold rental to be billed at .05 cents per piece per day with a 28 day minimum

Subsistance will be invoiced at \$125.00 per day for crew members. \$140.00 per day for Superintendents, foreman, Safety

All 3rd party invoices including freight and forklifts to be billed at cost plus 10%

Crew pick up trucks to be billed at \$85 per day

Travel will be invoiced at \$100.00 per person each way.



4/28/2023
869-632-2016

IKON USA
9300 Marsac Ave
Deer Valley, UT 84060, UT 84101

RE: Sommet Blanc Condominiums

ATTN: Mark Huber
Email: mhuber@aspengroupusa.com

Prime Industrial Access (PIA) is pleased to provide the following quote to furnish scaffolding on a rental, erect, and dismantle basis. Prime Industrial Access will supply supervision, materials, and labor to erect and dismantle a scaffold at the Sommit Blanc Condominiums project located at 9300 Marsac Ave, Deer Valley, Utah.

SCOPE: PIA will erect scaffold at the Sommet Blanc Condominiums, located in Deer Valley, Utah. PIA will erect scaffold at on the exterior of 3 different buildings project at Deer Valley. Building # A have different elevations around the whole entire building with 669 linear feet long with heights from 69' tall to 85' tall, approximately 48,768 square feet of wall façade. Building # B scaffold is 672 linear feet of wall façade with different elevations from 77' tall to 114' tall (67,335 square feet), Building # C is 379 linear feet long of wall façade with elevations from 90' tall to 116' tall (44,046 square feet) and utilizing our RINGLOCK systems scaffold. PIA will build and complete building # A and when contractor and subcontractors are done with each section, we will leapfrog all materials to buildings #B and building #C. Scaffold will have 5' wide x8' long bays around the entire building and all the way to the top. PIA will install 2' knee outs on the first 3 levels of the scaffold and sub-contractor will move knee outs as they finished with each level. Scaffold will be 8" to 12" away from the wall. Scaffold have working platforms at every 6'6" vertically. Scaffold will have toe boards with double rail on the leading edge for safety. Scaffold will be rated at 50 PSF and will meet or exceed OSHA regulations. Scaffold will have a stair tower on each building to access each working deck level, any loading docks needed for staging materials will call out by Contractor on a T&M basis. Any extra scaffold working deck needed that is not in the scope of work will be done on a T&M basis. Any extra work needed will be done on a T&M basis along with any modifications or clean-up will be done on a T&M basis, any weather protection needed will be done on a T&M basis. We will inspect and tag scaffold upon completion and provide Contractor with a scaffold hand over form. Daily inspections and tagging, if required by Contractor, beyond initial will be performed on a T & M basis at rates submitted with this proposal. Exterior bump tubes to wall will have paddings at the end to protect any finished work. These bump tubes can be moved and replaced one at a time on a time and material basis as walls are completed.

-Any modifications required to scaffold will be done on a time & material basis. Any snow removal on the scaffold will be done on a time & material bases. All daily inspections and tagging beyond the initial turnover will be performed on a time and material basis. Rental will start when materials arrived on jobsite. PIA can provide a coverage crew if call out by Contractor on a T&M basis.

-T & M rates provided with proposal on separate sheet.

All scaffolds will be erected as per OSHA requirement. After scaffold is erected, Prime Industrial Access and a Contractor representative will walk and inspect scaffold before green or yellow tag scaffold and turn it over to Contractor. After Contractor and Sub-contractors are done with their work, Prime Industrial Access will dismantle scaffold and remove all materials from the job site. Contractor will provide a forklift or crane to load and unload materials. Prime Industrial Access can provide a forklift at cost plus 20%. Any downtime due to forklift or any other delays not due to Prime Industrial Access fault will be charged to Contractor on a time and material basis.

BASE SCOPE- Price detail below splits out includes Labor freight consumables, and daily rental rate. If scaffold wall faces are turned over in phases, rental will be prorated proportionately. Rental pricing below is for the combined quantity entire scaffold.

Scope of work	Price per unit	Number of units	Rental after 28 days
Exterior Scaffold BLDG # A	\$319,933.99	1	\$982/per day
Building # A Stair tower	\$10,026.04	1	\$25/per day
Exterior Scaffold BLDG # B	\$481,214.37	1	\$1,205/per day
Building # B Stair tower	\$10,026.04	1	\$25/per day
Exterior Scaffold BLDG # C	276,170.72		\$804/per day
Building # C Stair tower	\$10,026.04	1	\$25/per day

Silica Mitigation notes:

As related to our work or the working condition, any mitigation of silica will be performed on a T&M basis.

Any work stoppage whatsoever because of silica exposure resulting from others on the job will be charge on a T&M basis (rates listed above until mitigation by others is completed).

Prime Industrial Access may reschedule work if others create a silica work hazard, and their mitigation is not agreeable to Prime Industrial Access and additional cost will apply.

Dust control will be performed by others. If required by subcontractor, additional cost will apply.

Scaffold will be cleaned by contractor to ensure no foreign matter that can create respirable dust will be produced during the dismantle of the scaffold or dismantling of scaffold will be performed on a T&M basis listed above.

Our Price Includes the Following:

1. Labor for stocking, erection, dismantle, and load-out on weekdays and non-holidays, working (4) 10-hour shifts Mon-Thursday.
All adjustments, modifications, daily inspections, etc. shall be performed on a time and material basis
2. Freight to and from the job site.
3. Safety supplies for PIA erectors.
4. Vertical climbing access ladders with swing gates.

Customer Must Supply the Following:

1565 South Redwood Road, Woods Cross, Utah 84087
www.PrimeIndustrialAccess.com

1. Forklift and operator for unloading, stocking and load-out.
2. All required permits, signs and/or barricades.
3. Clear access to erect and dismantle.
4. Supply and install lighting and temporary power if required.
5. Sweep or hose scaffold of dirt and debris, prior to dismantle.
6. Crane with operator for stock, load-out as required.
7. Office/ Change trailers.
8. Area for laydown yard.

Straight Time – first 10 hours

Time and one half – hours worked over 10 hours on weekdays (Mon-Thurs), Fridays, Saturdays, and Sundays

Please Note: Sales tax will apply to all the above prices unless a valid sales tax exemption certificate is provided prior to invoicing. This agreement is contingent upon credit approval.

Please feel free to contact me should you have any questions or concerns and again thank you for the opportunity to quote this work.

Sincerely,

Sam Tafili
Prime Industrial Access
Project Manager
Rocky Mountain Region
Cell-385-270-2498



Accepted By: _____
IKON USA

*Above signature acknowledges and accepts attached terms and conditions.

- **Terms and Conditions**

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- **Time of Delivery.** Unless otherwise agreed by **PIA**, scaffold delivery cannot be guaranteed until 2 weeks after receipt of this Proposal signed by **Customer**.
- **Storage.** **Customer** shall provide **PIA** a jobsite storage area at no cost to **PIA**.
- **Schedule.** **Customer** shall provide **PIA** with a work schedule which provides reasonable lead times and durations for starting and completing all work required under this Agreement.
- **Delay.** In the event of delay caused by **Customer** or others, **PIA's** work schedule shall be extended, as necessary.
- **Ground Conditions.** **PIA** is not responsible for excavation, ground fill, foundation, or shoring. **Customer** will ensure that that ground is reasonably level, free from obstruction and capable of withstanding the total load imposed by the scaffold and the people and material placed thereon.
- **Work Interruptions.** Price for erection and dismantling is based on **PIA's** crew working without interruption until work is completed. If the work of the crew is interrupted, or the crew is asked to perform additional work, additional charges may apply.
- **Construction Standard.** **PIA** will provide and erect the scaffolding in accordance with all applicable laws, ordinances, and regulations. Additional requirements beyond these standards may result in additional charges.
- **Credit Approval.** This Proposal is contingent on approval of **Customer's** credit by **PIA**.
- **Progress Billings.** Progress billings will be issued during scaffold erection and dismantling lasting more than 10 days.
- **Payment Terms.** Net 10 days from date of invoice. An interest charge of 1.5% per month, or the maximum rate allowed by law, whichever is less, will be charged on all overdue payments.
- **Additional Charges.** Taxes, fees, licenses, and permits are not included in the quoted price and are payable by **Customer** in addition to the **Contract Price**.
- **Post Base Period Rental.** Use of scaffold beyond the **Base Period** incurs rental charges on a weekly basis. Any part of a week's usage will incur charges for a full week.
- **Change Orders.** Changes affecting the design, erection or dismantling of the scaffold can affect pricing. Change orders, signed by the Customer Contact identified herein, must accompany any requests for additional scaffold or changes in the scope of work.
- **Ownership of Scaffold.** **Customer** shall not at any time have any ownership interest in the scaffold supplied by **PIA**. **Customer's** only right shall be to use the scaffold according to the agreements and terms and conditions set forth herein. The scaffold shall not be transferred or leased to any person or entity other than **Customer**.
- **Use of Scaffold.** The scaffold will not be moved to any location other than that set forth herein without the written permission of **PIA**. **Customer** will maintain and use the scaffold in a safe and proper manner in accordance with the applicable Safety Guidelines and all applicable laws, regulations, and ordinances. **Customer** will not allow the employees of any other entity to use the scaffold without the written consent of **PIA**.
- **Alterations.** **PIA** is not responsible for damage to the scaffold, rework or injuries caused by alterations or modifications to the scaffold by any person or entity other than **PIA**. **Customer** shall not alter or modify the scaffold or allow the alteration or modification of the scaffold (including of any planks) by any person or entity other than **PIA**. In the event of any such alteration or modification, **Customer** shall indemnify and hold harmless **PIA**, its members, directors, officers, employees, affiliates, agents, successors and assigns (the **PIA Indemnitees**) from any and all actions, claims, suits, costs, liability, damages, penalties, fines and expenses, including attorneys' fees, which may arise, directly or

indirectly, or be related in any way to injury, death or damage caused in whole or in part by such alteration or modification.

- **Loss or Damage. Customer** shall be responsible for the loss, destruction, theft, or damage of the scaffold provided pursuant to this Agreement. In the event of such loss, destruction, theft or damage, **Customer** shall pay **PIA** the full value of the scaffold, as determined by **PIA's** cost, or, in the event **PIA** is liable to another party for the scaffold, the full amount of **PIA's** liability. **Customer** shall return any damaged scaffold to **PIA**.
- **Contaminated Scaffold. Customer** agrees to fully decontaminate all scaffold exposed to asbestos, radiation, toxic or hazardous substances or any other material that would limit its further use by **PIA**. In the event that the scaffold is not fully decontaminated when it is returned to **PIA**, **Customer** shall be liable to **PIA** on demand for the entire cost of the decontamination and clean up. If the scaffold cannot be decontaminated, **Customer** shall pay **PIA** the full value of the scaffold, as determined by **PIA's** cost, or, in the event **PIA** is liable to another party for the scaffold, the full amount of **PIA's** liability.
- **Access to Scaffold.** At the sole option of **PIA**, and without any obligation on the part of **PIA**, **PIA** shall at all times have the right to free access to the scaffold for any purpose deemed appropriate by **PIA**.
- **Warranties. PIA** MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- **Damages. PIA** shall not be liable for any special, indirect or consequential damages whatsoever, including without limitation loss of profits, extra labor costs, and delays.
- **Indemnification. Customer** shall indemnify and hold harmless the **PIA Indemnitees** from any and all actions, claims, suits, costs, liability, damages, penalties, fines and expenses, including attorneys' fees, which may arise from, directly or indirectly, or be related to injury, death or damage resulting from or connected in any way to the use, misuse, possession or control of the scaffold by **Customer**, or by any other person or entity while the scaffold is rented hereunder, excepting only actions, claims, suits, costs, liability, damages, penalties, fines and expenses resulting from the sole negligence of **PIA**. **Customer's** indemnity shall extend to all actions, claims, suits, costs, liability, damages, penalties, fines and expenses, including attorneys' fees, related to a requirement by **Customer** or owner for the use of fall arrest equipment.
- **Accident Notification. Customer** agrees to notify **PIA** immediately in the event of any accident involving the scaffold provided hereunder which causes injury, death or property damage. **Customer** acknowledges that time is of the essence after an accident in investigating the accident and will fully cooperate with **PIA** in investigating such accidents and minimizing the damage therefrom.
- **Force Majeure. PIA** shall not be liable for any delay in or failure of performance hereunder due to any cause beyond its control, including act of God, war, insurrection, civil disturbance, riot, terrorism, act of public enemy, sabotage, labor dispute, strike, lockout, job action, explosion, earthquake, fire, flood, weather conditions, accident, power failure, inability to obtain suitable or sufficient labor or materials, delay of carrier, embargo, law, ordinance, rule or regulation or any other cause.
- **Termination.** This Agreement ends when the scaffold is returned to **PIA**, and **Customer** has paid **PIA** in full for all charges payable by **Customer** hereunder, provided that **Customer's** indemnification obligations shall survive termination of this Agreement.
- **Breach.** In the event that **Customer** fail to pay any invoice when due, or breaches any of the terms, conditions and agreements herein, or becomes insolvent, or has any proceeding in bankruptcy or receivership instituted by or against it, **PIA** shall have the right, at its option, to demand immediate possession of the scaffold, and to terminate any further obligation of **PIA** hereunder. Should **Customer** fail to promptly deliver the scaffold to **PIA**, **PIA** shall have the right to repossess the scaffold without notice, and **Customer** shall indemnify and hold harmless the **PIA Indemnitees** for any claims resulting

from the repossession. Nothing in this paragraph shall limit **PIA's** right to any other remedy, including claims for money damages, available to **PIA** as a result of **Customer's** breach.

- **Attorneys' Fees.** **Customer** shall fully compensate **PIA** on demand for any and all attorneys' fees incurred by **PIA** resulting from any breach of this Agreement by **Customer**.
- **Acceptance.** Written acceptance of this Proposal, use or retention of the scaffold, or payment of any sum due in connection with the scaffold shall be conclusive evidence of **Customer's** agreement to be bound by the terms of this Proposal. Unless agreed otherwise by **PIA**, this proposal may only be accepted by **Customer** within 30 days from the date hereof.
- **Entire Agreement.** This Agreement, together with the Safety Guidelines, which are incorporated herein by reference, comprise the entire Agreement between the parties, and there are no other understandings, representations, warranties, or promises, verbal or otherwise, pertaining to this Agreement or the scaffold which are not fully incorporated herein expressly or by a rider signed by both parties hereto.
- **Assignment/Modification.** This Agreement may not be assigned by **Customer**. This Agreement cannot be modified, except in a writing signed by both of the parties hereto.
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