



OLYMPUS PRECAST
QUALITY • SAFETY • INTEGRITY

**16120 South Pony Express Road
Bluffdale, Utah 84065**

18 November 2022

To: Mark Huber
mhuber@aspengroupusa.com

Roger Arnell,
Business Development Director
385 233 7685
roger@olympusprecast.com

Project: SOMMET BLANC TOWER 4

MATERIALS AND LABOR TO FABRICATE AND DELIVERY TO JOB SITE INSTALLATION BY OTHER AT NO COST TO OLYMPUS

FOR THE LUMP SUM OF \$28.50 - \$29.00 PER SQUARE FOOT
APPROXIMATELY 5,500 SQUARE

MATERIALS AND LABOR FURNISHED:

- 10" SOLID PRESTRESSED SLABS
- NECESSARY EMBED PER APPROVED CONNECTION DETAILS
- 18 BALCONY DECKS

THIS PROPOSAL SPECIFICALLY INCLUDES.

- ALL OTHER PRECAST

THIS PROPOSAL SPECIFICALLY EXCLUDES.

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TERMS AND CONDITIONS:

1. Should a performance bond be required it will be at an ADDITIVE cost.
2. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.
3. Olympus Precast will be allowed extensions of any scheduling requirements for weather related delays that in Olympus's sole judgment result in an impact to production, delivery and/or erection.
4. Olympus Precast will submit and be paid for invoices pertaining to material purchases drafting and engineering, mold preparation or mold and special purchases and products produced and stored in our yard on an as invoiced basis.
5. General Contractor /owner will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, which are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast.
6. All overhead obstructions, including power lines, must be removed by others.
7. General contractor/owner will ensure that all steel support and connection points for precast are accurate, level, weldable, and clean from any dirt, concrete, fireproofing, etc.
8. Olympus Precast will not accept a contract or purchase order with terminology stating or like "Pay if paid."
9. General Contractor /owner will provide 110- and 220-volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA.
10. Olympus Precast reserves the right, in its sole discretion, to pass along to Purchaser any increases in the costs of the raw materials or energy sources used in the manufacturer of the product being purchased herein, if those increases occur between the time that the original quote is provided to Purchaser and the time that the product is delivered.
11. Olympus Precast reserves the right to modify the design to preserve the integrity of the precast panels and to facilitate the most efficient means for production and erection. All such design changes will be subject to the design specifications and approval by the Engineer of Record.
12. Architectural trim finish will consist of an acid-etched finish. Products will be produced with white cement.
13. Cracking is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking. Cracks may not be a cause for rejection unless the Seller determines that said cracks impair the structural integrity of the products.
14. General contractor/owner must submit, review, correct, and approve all dimensions and details in Olympus Precast shop drawings. Olympus retains the right to cease or delay production and or delivery if written authorization of Olympus Precast shop drawings has not been provided.
15. Olympus Precast will not make any field measurements or investigation and will assume no responsibility for variations of building dimensions or structural members from approved plans. Extra work necessitated by such variations will be for the Buyer's account at the purchaser's expense.
16. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its connections.
17. The project shall be constructed in accordance with the contract drawings and documents, within acceptable construction tolerances. Out-of-tolerance conditions will not be the responsibility of Olympus Precast, and any cost incurred by Olympus resulting or arising from a condition that is outside acceptable construction tolerances will result in a change order regardless of whether a change order is formally submitted, requested, or approved.
18. If Olympus Precast is required to name contactor/owner, etc. as "additional insured" on its liability policies, add \$ 300.00 to the above price.
19. The prices quoted herein are in effect for thirty (30) days from the date of this proposal. After thirty (30) days, the prices are subject to change by Olympus Precast. Project delays after award, which are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast to compensate Olympus Precast for actual escalating costs of material or labor.
20. This proposal is subject to the terms, specifications, and conditions contained in the document attached hereto as "Exhibit A." Said terms, specifications and conditions are hereby incorporated into and made part of this proposal. The terms, specifications and conditions contained in Exhibit "A" shall apply to this proposal regardless of whether Exhibit "A" has been attached to or included with this proposal. If it has not been attached or reviewed, it is Purchaser's responsibility to request a copy to review, as its terms, specifications, and conditions apply to this proposal regardless of whether it has been requested or reviewed.

This proposal is subject to acceptance on or before thirty (30) days from the date appearing on the face hereof, such acceptance being given by returning a signed copy hereof to Olympus Precast within such period.

Olympus Precast LLC

By _____
Roger Amell Date

Accepted By:

Name (Print)

Address Phone

Signature of Purchaser Date

Title

Exhibit "A"

SPECIFICATIONS

All material provided is manufactured according to the plans and/or specifications set forth on the face hereof, and in the absence thereof, according to the Precast/Prestressed Concrete Institute (PCI) Specifications in effect at the time the estimate or proposal underlying this agreement was prepared by Olympus Precast. These specifications are incorporated into this agreement and any agreement entered between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast refuses all liability for applications by others of Olympus Precast's material that deviate from such specifications.

TERMS AND CONDITIONS

1. This agreement, when duly signed by both parties, supersedes, and invalidates any verbal or other prior agreement(s) between the Purchaser and Olympus Precast LLC. (Hereinafter "Olympus Precast"), related to the subject matter hereof. Except for increases in the scope of the work or delays in the scheduling of the work, this agreement may only be modified in writing with the approval of both parties, evidenced by the signature of their respective authorized representatives thereon, except that clerical errors herein may be corrected. With respect to increases in the scope of the work or delays in the scheduling of the work, Olympus Precast shall be entitled to modifications to this agreement based upon whether the actual work varies from the work as originally specified or whether there have been impacts upon Olympus Precast due to scheduling adjustments or delays arising from a source other than Olympus Precast's own conduct.
2. Terms and Charges in Terms of payment are as shown on the face of this agreement. Invoices will be rendered upon completion of work, or at the end of each month for work previously completed during that month, whichever date shall be earlier. Unless otherwise stated, Purchaser agrees to pay all charges rendered on such invoices, within thirty (30) days from the date of invoice. Payments not made when due shall be subject to a service charge of 1.5 % per month (18% per annum), compounding monthly, in addition to the invoice charge. If the Purchaser's account based on this agreement is turned over to be collected by an attorney or collection agent, Purchaser agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether a lawsuit is commenced or not. The Purchaser shall pay any Federal, State, County or Municipal sales, occupation, or similar taxes, which may be imposed by reason of this transaction, and it is agreed that the contract price shall be increased to include such applicable charges. The contract price is based upon a standard eight (8) hour day and five (5) days per week. Should Olympus Precast be requested to work overtime or other non-standard work week to complete the performance of this agreement; all applicable extra costs, plus 30% for overhead and profit, shall be paid to Olympus Precast by Purchaser, unless Olympus Precast agrees that it has caused a delay in any progress schedule that Olympus Precast previously agreed to.
3. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations to perform this agreement at the location designated herein. Purchaser shall be solely responsible for the design and adequacy of all structural members, foundations, and soil conditions upon which Olympus Precast products may be placed, and Purchaser shall be solely responsible for compliance with local codes, ordinances and laws governing the installations and use of Olympus Precast material.
4. Shipments, deliveries, and erections under this agreement shall always be subject to the approval of the Credit Department of Olympus Precast and may be temporarily or permanently suspended whenever Olympus Precast, in its sole judgment, shall have any reasonable doubt as to the Purchaser's ability or intention to pay for the material or work provided herein. If Olympus Precast has reasonable doubt as to Purchaser's ability or intention to pay, Olympus Precast reserves the right to remove any of its materials or product from the jobsite, unless said product has already been attached to the real property.
5. The Purchaser agrees to keep the area surrounding the job clear and provide Olympus Precast free access to the job site for the operation of its trucks, cranes, forklifts, and other required equipment. Olympus Precast shall have no obligation to remove any obstructions but shall be paid all its expenses where delays are occasioned by such obstructions, and delays so occasioned shall automatically extend the completions and delivery schedule set forth herein.
6. Where materials are specified to be delivered F.O.B. to the jobsite only, the Purchaser agrees to promptly provide labor, cranes, or other equipment to unload and remove the materials from the trucks, and further agrees to pay Olympus Precast for person-hours and equipment expenses for all time at the job site more than one (1) hour for each truck.
7. On shipments to be delivered by trucks, delivery will be made as near to the construction site as the trucks can travel under its own power. Purchaser will be responsible for protecting the surrounding areas that will be accessed by Olympus in performing its work hereunder. Damage to existing areas surrounding the structure or project, including but not limited to landscaping, drives, sidewalks, curbs, foundations, slabs, underground utilities, and other installations, which are caused by Olympus in the performance of the work hereunder will not be the responsibility of Olympus Precast and Purchaser hereby

agrees to defend and indemnify Olympus Precast from any such damage claims. If any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to affect such deliveries.

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8. Where this proposal includes erection of material by Olympus Precast, the proposed structure shall be accessible to all necessary Olympus Precast erection equipment, including trucks, forklifts and cranes, and operations of this equipment shall not be impeded by piles of construction materials or waste or presence of wires, pipes, poles, fences or framings, or other structures that may interfere with the handling of said equipment and Olympus Precast products. Foundations, other bearing walls, or steel structures shall be prepared true to line and grade by others and will be level and true before the delivery and erection of Olympus Precast products.
9. Purchaser will provide adequate level access to the perimeter and interior of structure for Olympus truck and crane to operate under their own power. Sufficient job site storage will be provided for Olympus trailers Olympus anticipates needing a minimum of Five (5) spaces with two (2) of those spaces being within hook reach of the crane. Additional spaces will be provided upon request if deemed necessary based upon Olympus's sole judgment. Adequate coordination of access into and around structure based upon Olympus's sole judgment is essential and is required as part of this proposal.
10. The Purchaser shall be responsible for necessary barricades, guard rails and warning lights for the protection of vehicular and pedestrian traffic and Olympus Precast equipment. Further, the Purchaser shall be responsible for furnishing, installing, and maintaining all applicable safety devices which are required on this project under U.S. Department of Occupational Safety and Health Regulations (OSHA) for construction and all other safety regulations imposed by the said department and the State and local governmental agencies having authority over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it because of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.
11. It is expressly understood, unless stated otherwise in this agreement, that shoring, forming, framing, cutting of holes, openings for mechanical trades and other modifications of Olympus Precast products are to be performed by Olympus Precast and are not included in the price of this agreement, unless otherwise set forth on the face hereof.
12. The Purchaser agrees to furnish all weather protection required on this project at its own expense.
13. All delivery times and schedules set forth herein shall be determined and confirmed after the date that approved drawings are delivered to Olympus Precast.
14. Claims for shortages or defect of Olympus Precast products, materials or failure of performance hereunder must be made in writing immediately upon receipt of materials, on the face of the freight bill by the local agent of the common carrier, or by written notation upon the delivery ticket by Olympus Precast's truck driver at the time of unloading, or within 30 days from when the failure of performance was discovered or should have been discovered through reasonable diligence. Any defective material furnished or other failure of performance by Olympus Precast herein will be resolved by replacement of the defective material within a reasonable time or otherwise corrected as applicable if reported promptly, but it is expressly agreed by the Purchaser that Olympus Precast shall not be liable for any other claims of any kind or description, including but not limited to special, incidental, or consequential damages, arising out of such defective material or failure of performance by Olympus Precast hereunder.
15. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, accident, labor dispute, civil or military authority, insurrection, riot, flood, or any causes or occurrences beyond its control. Delivery dates are not guaranteed, and Olympus Precast shall not be liable for any damages direct or indirect, resulting from delays in shipments where such delays result from delayed receipts of approved drawing, or from any other cause not within the direct or indirect control of Olympus Precast. Olympus Precast shall not be responsible, in any event, for special, incidental, or consequential damages for delay, regardless of the cause of the delay.
16. **Any agreed upon schedule or delivery dates will be dependent upon (1) the timeliness of receipt by Olympus Precast of final and completed architectural & structural drawings, (2) prompt return of signed and approved Olympus Precast shop drawings, and (3) the timeliness of receipt by Olympus Precast of payments for services or materials furnished hereunder. Olympus Precast reserves the right to forbear or discontinue work hereunder if any of the above conditions are not met. Olympus Precast likewise reserves the right to assess remobilization charges to Purchaser if Olympus Precast demobilizes from the project site due to failure by Purchaser to meet any of the above conditions.**
17. The Purchaser shall be responsible for any damage to material and products delivered by Olympus Precast after such delivery. Purchaser agrees that Builder's Risk Insurance will be provided without cost to Olympus Precast, insuring and protecting the full replacement value of Olympus Precast's products, materials, and equipment at the site from loss or damage caused by fire or the standard perils of extended coverage, including vandalism and malicious mischief, and Olympus Precast shall be indemnified and held harmless in the event of such a loss, and shall receive any insurance proceeds intended to cover the loss to any of Olympus Precast's products, materials, equipment, or other property. This provision shall in no way excuse Purchaser from liability under this agreement to pay Olympus Precast for service, materials or equipment provided hereunder.
18. In the event this agreement is terminated prior to its completion for any reason, Olympus Precast shall be entitled to the entire contract amount less any amount for materials, service, equipment, or other expense that has not been incurred due to the cancellation or termination of the agreement.

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19. Olympus Precast shall carry workers' compensation, general liability, and auto liability insurance, and a certificate of such insurance will be furnished upon request. If additional insurance beyond the coverage carried by Olympus Precast is requested, the cost of the same, if available, will be paid by the Purchaser. In addition, the expense of providing performance bonds, payment bonds, and any other such additional insurance or surety coverage shall also be paid by the Purchaser. Notwithstanding anything contained in any contract documents to the contrary, neither Olympus Precast nor its insurance carrier(s) agree to waive subrogation rights with respect to workers compensation or general liability or auto liability claims.
20. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against all damages, loss, costs, and expenses incurred by or claimed against Olympus Precast resulting from any negligent acts or omissions of Purchaser related to the performance of the work required by this agreement. Notwithstanding anything contained in the contract documents to the contrary, Olympus Precast in no way agrees to indemnify, hold harmless, protect, defend, or insure any entity from that entity's own negligence.
21. Performance of this agreement is conditioned upon the ability of Olympus Precast to obtain cement, steel, and other applicable raw materials. Olympus Precast shall not be responsible for any delay in performance occasioned by any raw material shortages, or any damages resulting from such delay.
22. Any controversy arising out of this agreement, or the interpretation thereof shall, in Olympus Precast's sole discretion, be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment may be entered upon confirmation of the arbitration award.
23. Olympus Precast warrants the original purchase only, that the services and materials provided by Olympus Precast will be free of material or workmanship defects for the period of 1 (one) year from the date of purchase. Olympus Precast's sole obligation and your exclusive remedy under this limited warranty or any implied warranty shall be the repair or replacement of pieces, without charge, which are defective in materials or workmanship, and which have not been misused or damaged after installation. This warranty excludes any damages caused by anyone other than Olympus Precast and excludes any damage to surrounding property or landscaping resulting in the need for access to perform any repair or replacement provided. Rights under this warranty are conditioned upon receipt in the principal office of Olympus Precast, as indicated above, of written notice of the defective materials or workmanship within the earlier of the period of the warranty stated above or 90 days from when the defect was discovered or should have been discovered through reasonable diligence.
Any implied warranty shall likewise be limited in duration to the earlier of 1 (one) year from the date of substantial completion or 90 days from when the defect was discovered or should have been discovered through reasonable diligence. In no event shall the Olympus Precast be liable for any incidental or consequential damages, (including but not limited to liability for loss of profits), arising from the sale or use of this product.
24. The agreement resulting from this proposal shall be governed by the laws of the State of Utah, and the venue and authority for any disputes arising hereunder is agreed to be the Utah state courts located in Salt Lake County, Utah, if Olympus Precast determines not to have the matter resolved pursuant to the Arbitration Clause contained herein...
25. If acceptance of this proposal is made on anything other than this form, such acceptance shall be subject to the terms and conditions herein, and any different or additional terms and conditions of Purchaser shall be subject to review and acceptance by Olympus Precast.
26. In the event of conflict between the terms and conditions of this agreement and any other agreement between Olympus Precast and Purchaser, the terms of this agreement shall govern, unless the conflict is with the Proposal submitted by Olympus Precast, in which event, the terms and conditions of the Proposal shall govern.
27. X. 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 and only if the following conditions are satisfied: (1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) 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 (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract." (4) An owner who has satisfied all these conditions may perfect his protection from liens by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing by calling (801) 530- 6628 or toll free in Utah only (866) 275-3675 and requesting to speak to the Lien Recovery Fund

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