

Roper Buildings DBA-DMLP Resources LLC
SALES ORDER AGREEMENT

Contract based on bid 9385# dated: 09/10/2020. Any changes after this date will reflect the price.

- > Sales taxes are included. Any other taxes will be the responsibility of the customer.
- > Signature of both parties secures the price according to agreement.
- > Project is in Ogden, UT 84401

NOTE: CUSTOMER WILL NOT BE ON THE SCHEDULE UNTIL CONTRACT IS SIGNED AND DEPOSIT IS RECEIVED.

NOTE: DEPOSIT IS NON-REFUNDABLE, IF YOU DECIDE NOT TO BUILD YOUR BUILDING. Unless an act of god occurs at that point Roper Buildings and customer will work a solution out.

❖ This agreement is an all-inclusive package. In the event the client removes **concrete** and/or **insulation** after the agreement is signed, the client agrees to pay 50% of the estimate amount for those items.

2ea

Buildings

Design and build a 50 Wide x 100 Long, Pole Building with a 16 eave height giving the building a 15 clear height that includes the following:

2ea. Man Door

7/16" OSB and vapor barrier in the roof and walls

Minimum 29 gauge steel siding and roofing or acceptable by code

Erection of building

Engineered plans

6" concrete floor,

R19 Insulation in the ceiling

5ea 14x14 Insulated Steel Back Doors with 1ea Row of windows installed in the sidewall of the building

Engineered plans

All plans/specifications and engineering to meet local buildings codes

Install and Erection

Customer has agreed to handle debris removal

Customer has agreed to acquire permit

Utah Contractors License #5988440-5501

1-The site needs to be level, within 1 inch from the high point to the low point.

2-If the foundation holes cannot be dug with a skid steer and an auger, there will be extra cost for a backhoe and extra concrete (holes will be a little bigger if dug with a backhoe)

3 Unless noted above, any fill material, to bring the site to level and under the concrete, is the responsibility of the customer.

4-All excavation including leveling out the site (besides the digging of the holes) done by others unless otherwise noted above

5-Any utilities that are not marked by Blue stakes or the utility companies are the responsibility of the owner.

6- Picking up the permit is the responsibility of the customer

7- Final Grade is the responsibility of the customer

8-It is the responsibility of the customer to know the required setbacks for the city/county, and to know his or her property lines

9-It is the responsibility of the customer to have two stakes marking two corners of the building.

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

SOLE AGREEMENT– This writing and all attachments hereto is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement which can be modified or rescinded only in writing signed by both parties. In the event of a default by Weber County (“Purchaser”), Purchaser shall be responsible and pay Roper Buildings DBA-DMLP Resources LLC (“Seller”) upon demand all of the costs incurred by Seller in collecting the sums due hereunder.

PAYMENT SCHEDULE

\$109,981.00 **Due when Sales Agreement is signed (Nonrefundable)**

\$54,990.00 **Due when Poles are in the air**

\$54,991.00 **Due when Shell is complete**

\$219,962.00 **TOTAL**

If Purchaser fails to make a payment when due, Purchaser agrees to pay Roper Buildings DBA-DMLP Resources LLC, upon demand, a delinquency charge of 1.5% per month or 18% per year or the highest amount allowed by law, of the delinquent amount per fifteen (15) days, from the date the delinquent amount is due, until the date it is paid. Final payment shall be due 30 days after completion of the building.

WARRANTIES – Seller warrants that its goods are as described in the quote document previously provided and are free from any defects in material or workmanship. Materials will be subject to manufacturer’s warranties. SELLER’S WARRANTIES SHALL BE NULL AND VOID IF PURCHASER DOES NOT TIMELY MAKE ALL PAYMENTS PROVIDED IN THIS CONTRACT.

SOIL CONDITION & FOUNDATION – It is the sole responsibility of the buyer to assure that soil and subsoil conditions at the site location are of sufficient density to support and sustain pressures and forces exerted thereon by the foundation, the building purchased, and the type and quantity of the material stored therein. The buyer of the building to be constructed is responsible for the ground of building site to be level within 1 inch. If soil on building site is not workable for digging of holes, etc., buyer is subject to additional excavation charges, which would may include extra equipment and an extra charge for cement for the larger holes.

CHANGE ORDERS – Any alterations or changes from attached bid #9385 involving extra costs will be effective only upon written change orders signed by Purchaser and accepted in writing by Seller and will be an extra charge in addition to the total Contract Amount. Seller shall not be in default of this contract or be liable to Purchaser for any damages that Purchaser may incur as a result of delay(s) in Seller’s performance of this contract which delay(s) are occasioned by strikes, riots, insurrection, acts of God, unavailability or late delivery of materials or other delays beyond Seller’s control or any other cause which Seller could not have reasonably foreseen or avoided. It is understood that this Agreement and any documents which are attached hereto or reference herein constitute the entire agreement between the parties and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement.

If the Purchaser makes change orders that require the project to be extended, the final payment amount will still be due if everything else but the change order is done on the project. Purchaser shall pay the cost of the change order after the change is completed by Seller. EXAMPLE: Purchaser decides to raise the building and the overhead doors two feet, the contractor does this but it delays the overhead door 3 weeks. If everything is done but the overhead door, the Purchaser is required to pay the final invoice but can hold back the cost of the door until it is installed.

INSTALLATION WARRANTY-Seller warrants the craftsmanship of installation for one year, from date of completion. Seller reserves the right to assess all damage or wear to assure it was caused by installation and not natural or man-made causes.

Purchaser's Right to Terminate. This is a nonexclusive agreement and Purchaser reserves the right to terminate this Agreement at any time, with or without cause. In the event of such termination, Seller shall be compensated for all work performed through the date of receipt of Purchaser's notice of termination.

Indemnification.

1. Seller shall indemnify and hold harmless Purchaser and its agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court costs) arising out of or resulting from the negligent acts or omissions in performance of the work of Seller, and Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether the claim, damage, loss, etc., arising from the act or omission is caused in part by a Party indemnified hereunder.
2. In any claims against Purchaser or any of its agents or employees by any employees of Seller, Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Seller or any such Subcontractor or other person or organization under worker's compensation act, disability benefit acts, or other employee benefits acts.

Insurance.

1. The Seller, at its own cost, shall secure and maintain during the term of this Agreement, the following minimum insurance coverage:
 - a. Commercial General Liability (CGL) insurance with contractual liability coverage to cover the Seller's obligations under the Indemnification section of this Agreement, in the minimum amount of \$2,000,000 per occurrence with \$5,000,000 general policy aggregate and \$5,000,000 Products and Completed Operations policy aggregate. The policy(ies) shall protect the Seller, and subcontractor and the Purchaser under the contractual liability coverage from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Seller's operations under this Agreement, whether performed by the Seller itself, any subcontractor, or anyone

directly or indirectly employed or engaged by either of them. The policy(ies) shall be primary and noncontributory to any other policy(ies) or coverage available to the Purchaser whether such coverage be primary, contributing or excess. If the CGL coverage is provided on a claims-made basis, the Seller shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

- b. Worker's Compensation insurance with statutory benefits limits as required by the State of Utah, including employer's liability coverage in the amount of \$100,000 each accident/\$500,000 policy limit/\$100,000 each employee. Proof of workers' compensation coverage is required unless a waiver of coverage is authorized and acquired pursuant to Utah law, in which case proof of authorization for the waiver of coverage will be required.
 - c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$500,000 each occurrence and \$1,000,000 aggregate with respect to each of Seller's owned, hired, and non-owned vehicles assigned to or used in performance of the services.
 - d. Professional/Contractor Liability insurance with minimum limits of \$1,000,000 each occurrence and \$2,500,000 aggregate.
2. Liability limits for all required coverage may be secured and maintained utilizing a single policy or multiple policies of primary and excess or umbrella coverage.
 3. The Seller shall provide to Purchaser prior to commencement of any activities under this Agreement Certificates of Insurance verifying policies meeting the minimum coverage and limits required.

Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of the this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

Assignment. Neither Party to this Agreement shall assign the Agreement without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this Agreement.

Survival. The representations, warranties, and indemnification obligations contained herein shall survive the termination of this agreement.

NOTICES – All written communication or required notices between Seller and the Purchaser shall be sent by first class mail, postage prepaid, or by nationally recognized overnight delivery to the address, or to the facsimile listed below: Communications shall be signed and sent:

**If to Seller: Roper Buildings DBA
1656 West 2550 South

Ogden UT 84401
Dan Scarbrough
801-896-7105**

**If to Purchaser: Weber County
2380 Washington Blvd.,
Ste. 320
Ogden, UT 84401**

Shipping Address:

Problems might occur during installation and/or inspections that may extend the installation time. These will be communicated between the Seller and Purchaser to come up with a reasonable solution.

CUSTOMER IS RESPONSIBLE FOR ALL PERMITS!!! DMLP LLC will provide plans (when applicable) and communicate with the city or county for plan reviews and inspections. But the customer is responsible for this cost.

Anticipated Start Date: _____

This agreement becomes a binding contract upon acceptance signature by Purchaser below. In the event Purchaser does not complete the transaction, it is acknowledged that Purchaser can be liable for breach of contract damages, including but not limited to costs and lost profits incurred by Seller.

Things to Know for Permit and Schedule

1. In order to keep the projected start date, Seller must have permit number at least 45 days before contracted start date in order to stay on schedule.
2. Seller needs all requested information (building colors, parcel information, plat map, site plan) within 15 days of signing contract to keep projected start date.
3. Any changes to the signed contract may delay the projected start date. This includes moving location of doors, windows, adding or removing items to your building, etc.
4. Permit issues. There is the possibility of issues during the permit process which may also change the start date of your project.
5. Site preparation. Pad for the building must be within 1" of slope from high to low. Building pad must extend 3' beyond the footprint of the building on all sides. Purchaser is responsible for 1 load of extra road base at the building site.

Unforeseen Costs

1. Anything that changes the project after the plans are engineered is considered a change order. This will result in a \$1,000 fee, plus the cost of the change order. Change orders may result in your building being pushed to the end of the schedule, depending on how it affects the project.
2. If the foundation holes cannot be dug with a skid steer and auger, there will be extra cost for a backhoe/excavator and extra concrete (holes are bigger if dug with a backhoe/excavator).
3. Seller plans on one day to dig holes and set poles. If Seller run into a hard dig and it takes us more than one day to dig and set poles, Seller will charge extra labor at \$50.00 per man hour.
4. If Seller needs to use calcium or hot water in your concrete, there will be an additional charge depending on the yardage of your project.
5. If the Purchaser has not provided adequate material to go under the concrete and requests Seller to provide the material, the Purchaser will pay for the cost of the material.
6. If a concrete Pump is required and is not charged in the original contract, there will be an added cost to the Purchaser for the price of the concrete pump.
7. Concrete blankets are \$8.00 per day per blanket.

Concrete Addendum

- Concrete will only be poured if the weather cooperates. Seller may need to return to pour concrete AFTER the building is finished.
- We estimate concrete prices to be less than \$150.00 per yard. If it is more than this there will be an extra charge.
- Any concrete poured from September 1st through May 30th is subject to the following charges:
 - Additives: hot water – \$10.00 PER YARD, Calcium – \$15.00 PER YARD
 - When additives are used the extra cost will be billed on either the framing or final invoice
- When blankets are required, they are \$8 per blanket per day and will be billed on either the framing or final invoice
- There is an additional cost if concrete pump is required.

Concrete Warranty

- CONCRETE CRACKS!!! Concrete is unpredictable and installed on site from raw materials and in various environments. As such, and subject to the limitations set forth herein, the concrete pad is only guaranteed against defects in workmanship and material **for a period of one year**, and only against the following conditions:
 - non-uniform heaving
 - cracks exceeding ½ inch wide over a 12 inch or more span
 - variations in elevation exceeding ½ inches over a span of 10 feet

Spalling, cracks not meeting the aforementioned standard, chipping, discoloration, non-matching to existing concrete, and other such issues, including all issues or problems caused by misuse, excessive pressure and/or a failure to maintain the concrete are not covered by the warranty. For the warranty to apply, the complained of defect must be presented to Seller in writing prior to the expiration of the one year term.

- **If Purchaser does their own excavation and dirt work, the Purchaser must provide a compaction test with results greater than 92% for the concrete warranty to apply.** Compaction test results must be provided to Seller in writing.



The primary purpose/use for this building is:

- Accessory Building
- Dwelling Building*
- Partial Dwelling/Partial Accessory Building*
- Agricultural Building (must fill out agricultural exempt form)

*If the estimate you approve is for an accessory building but you plan on building a dwelling or partial dwelling, there may be added cost for materials and labor in order to comply with city/county codes and engineering standards.

Personal Belongings/Completed Building

Personal belongings will not be moved into the building until the completion of the building, final inspection has been completed, and upon final payment being received by Seller.

If personal belonging are placed in building you are accepting the building as complete.

IF YOU ARE NOT SATISFIED WITH THE BUILDING DO NOT MOVE ANY PERSONAL BELONGINGS INTO THE BUILDING BEFORE SELLER HAS COME OUT AND ADDRESSED THOSE CONCERNS, OR YOU WILL BE ACCEPTING THE BUILDING AS COMPLETE.

Date 9-23-2020

Roper Buildings Representative

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Date: _____

Commissioner Froerer voted _____
 Commissioner Jenkins voted _____
 Commissioner Harvey voted _____

ATTEST:

 Ricky Hatch, CPA
 Weber County Clerk/Auditor