

ROPER BUILDINGS SALES ORDER AGREEMENT

Customer: **Weber County**
Re: Todd Ferrario
Eden, UT 84310

Contractor: **DMLP Resources, LLC, dba Roper Buildings**
Utah Contractors License #5988440-5501

1. Scope

Inclusions:

- Design and build a 36' Wide x 50' long Post Frame Building, with a 14' eave height giving the building a 13' clear height that includes the following:
 - 4/12 Roof Pitch
 - 2ea 6068 Double Man Doors - FRAME OUT ONLY (County to provide the doors)
 - 7ea 3068 Man Doors (standard, no windows)
 - 2ea 4x4 Slider Windows - FRAME OUT ONLY (County to provide commercial grade windows)
 - 1ea 18x5 Front Entry Gable Porch
 - Timber gable truss + timber poles (engineered)
 - 4/12 roof pitch
 - Includes metal trim underneath to meet the contour of the roof
 - Includes 18" eaves, steel wrapped poles, and OSB sheeting under the metal
 - 1ea 12x30 Lean-To
 - 3/12 roof pitch
 - 8x12 enclosed
 - 22x12 open (does NOT include soffit underneath)
 - Includes metal trim underneath the open lean-to that matches the contour of the roof
 - Includes steel wrapped poles
 - 1ea 12x60 Lean-To
 - 3/12 roof pitch
 - 12x22.5 Enclosed
 - 12x37.5 Partially Open/Partially Enclosed
 - Includes metal trim underneath the open lean-to that matches the contour of the roof
 - Excludes a separation wall to the main building
 - Includes steel wrapped poles
 - Reinforced trench footing x 240 lineal feet
 - 1ea 10x10 Insulated Overhead Door (does not include windows or automatic opener)
 - 18" Soffit and Fascia Eave Overhangs - entire roofline
 - 2" Closed Cell Spray Foam + R21 Batting - entire roof
 - includes 2x8 purlins
 - Commercial girt framing - all exterior walls -
 - 7/16 OSB sheeting + moisture barrier wrap - all roofs and exterior walls
 - OSB Wainscot on the front gable wall (36') + 1' wraparound
 - 4" Concrete Slab - 36x50 + 12x30 + 12x50 + 18x5

- Includes saw cut control joints
- Excludes fiber mesh, rebar, or slope
- Excludes dirt prep or excavation
- Engineered plans if needed for city/county (80LBS SNOW LOAD)
- Includes building material debris removal (lumber, metal, trash, etc.)
- Contractor will provide permit services outlined in estimate #16253

Exclusions:

- Excavation/dirt work
- Permit and permit fees
- Civil engineering of any kind
- Electrical, plumbing, any interior build-out
- A fire wall of any kind. If required by the city, it will be an additional cost
- Removal or relocation of pole hole spoils. Spoil removal/relocation (dirt, rocks, etc.) can be done at clients request at an additional charge
- The site needs to be prepared and level, within 1 inch from the high point to the low point. (This will be done with the Roper Excavation Package)
- If the foundation holes cannot be dug with a skid steer and an auger, there will be extra cost for a mini-excavator and extra concrete (holes will be a little bigger if dug with a mini-excavator)
- Unless noted above, any fill material, to bring the site to level and under the concrete, is the responsibility of the Customer. (This can be done with the Roper Excavation Package)
- Any utilities that are not marked by Blue Stakes or the utility companies are the responsibility of the Customer
- Picking up the permit is the responsibility of the Customer
- Final exterior grade is the responsibility of the Customer
- It is the responsibility of the Customer to know the required setbacks for the city/county, and to know his or her property line
- It is the responsibility of the Customer to have two stakes marking two corners of the building

2. Price

PAYMENT SCHEDULE

<u>\$60,000.00</u>	<u>Down payment, due when Sales Agreement is signed</u>
<u>\$126,162.00</u>	<u>Due when materials are ordered (approximately 1 month before start)</u>
<u>\$20,000.00</u>	<u>Due when concrete is poured</u>
<u>\$15,000.00</u>	<u>Due when insulation is installed</u>
<u>\$221,162.00</u>	<u>TOTAL*</u>

*The Unit Price does NOT include any gravel or site prep for the building. If a base material for the concrete is required by Roper Buildings, an additional \$10,000.00 is to be added to the unit price. That includes delivery of material, leveling, and compaction. It does NOT include excavation of the site. If the county does not choose to add the road base and prep through Roper Buildings, the county will provide this service.

This Price is for an all-inclusive pole building package as described above. In the event the Customer removes any inclusions, i.e., concrete, insulation, etc., *after* the agreement is signed, the client agrees to pay 50% of the estimate amount for those items.

Contract based on bid #16253 dated: 01/09/24. 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.
- Contractor reserves the right to refuse service to anyone

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

NOTE: 50% OF DOWN PAYMENT IS NON-REFUNDABLE, IF YOU DECIDE NOT TO BUILD YOUR BUILDING

TERMS AND CONDITIONS

This order is subject to the following terms and conditions:

SOLE AGREEMENT– This writing 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 Customer, Customer shall be responsible and pay Contractor upon demand all of the costs incurred by Contractor in collecting the sums due hereunder, including attorney's fees and court costs.

TERMINATION FOR CONVENIENCE: Contractor may, at any time, terminate this agreement for convenience by providing written notice of such termination to Customer. If this agreement is terminated for convenience, Contractor shall be entitled to payment for all work completed as of the date of termination together with all demobilization expenses.

If Customer fails to make a payment when due, Customer agrees to pay 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. **LAST PAYMENT IS DUE UPON COMPLETION UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE IN WRITING.**

WARRANTIES – Contractor warrants that its work will be free from any defects in material or workmanship. Materials will be subject to manufacturer's warranties. **CONTRACTOR'S WARRANTIES SHALL BE NULL AND VOID IF CUSTOMER DOES NOT TIMELY MAKE ALL PAYMENTS PROVIDED IN THIS CONTRACT.**

SOIL CONDITION & FOUNDATION – It is the sole responsibility of the Customer to warrant and assure that soil and subsoil conditions at the site are of sufficient type, density and compaction 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. If soil on building site is not workable for digging of holes, etc., Customer is subject to additional excavation charges which typically include extra equipment and an extra charge for cement for the larger holes.

CHANGE ORDERS – Any alterations or changes from attached bid #16253 involving extra costs will be effective only upon written change orders signed by Customer and accepted in writing by Contractor and will be an extra charge in addition to the Price. Contractor shall not be in default of this contract or be liable to Customer for any damages that Customer may incur as a

result of delay(s) in Contractor's performance which delay(s) are occasioned by strikes, riots, insurrection, acts of God, unavailability or late delivery of materials or other delays beyond Contractor's control or any other cause which Contractor could not have reasonably foreseen or avoided.

If Customer makes changes that require an extension of the project, the final payment amount will still be due if everything else but the change order is complete. EXAMPLE: Customer decides to raise the building and the overhead doors two feet, the Contractor does this but the change delays the overhead door 3 weeks. If everything is done but the overhead door, the customer is required to pay the final invoice but can hold back the cost of the door until it is installed.

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

ATTORNEY'S FEES - In the event of any litigation or arbitration concerning the terms or enforcement of this agreement, the prevailing party shall be entitled to receive reasonable attorney's fees and costs.

NOTICES – All written communication or required notices between Contractor and the Customer 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 Contractor:
Roper Buildings DBA
1656 West 2550 South
Ogden, UT 84404
Dan Scarbrough
801-689-3630

If to Customer:
Weber County
Re: Todd Ferrario
Eden, UT 84310

Shipping Address:

ESCALATION/DE-ESCALATION CLAUSE:

Unanticipated material price increases or decreases may occur before or during the build process. Such price increases or decreases are outside of Contractor's control. In the event the increase or decrease in cost of materials occurs, Contractor will notify Owner and Owner agrees to be responsible for such increase(s) or decrease(s) and to execute any change order reflecting the material increase(s) or decrease(s). Upon request, Contractor will provide Owner with documentation from the material supplier reflecting the price increase or decrease.

Anticipated Start Date: September/October, 2024

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

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


Customer _____ Date 7/24/24



Robert Buildings Representative _____ Date 7/29/24

Things to Know for Permit and Schedule

1. In order to keep the projected start date, Roper Buildings must have permit number at least 45 days before contracted start date in order to stay on schedule.
2. Roper Buildings 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. Customer is responsible for 1 load of extra road base at the building site. – Roper to provide this with excavation package

Unforeseen Costs

1. Initial drafting of drawings and **ONE** change to those drafted drawings are included in the price of the building. Subsequent changes **AFTER** the initial drafting and the one additional change will result in a \$500 fee *per update* to the drawings
2. Any changes the project after the plans are engineered is considered a change order. This will result in a \$500 fee, plus the cost of the change order. Change orders may result in the start date of your building being delayed, depending on how it affects the project
3. Any changes to the project after a permit is issued is a \$3,500 fee. That fee covers the costs of re-drafting, re-engineering, re-submittal to the city/county, and re-ordering of materials as needed. Additional cost may also apply depending on restocking fees of items already ordered
4. If the foundation holes cannot be dug with a skid steer and auger, there will be extra cost for a mini-excavator and extra concrete (holes are bigger if dug with a mini-excavator)
5. Roper Buildings plans one day to dig holes and set poles. If Roper Buildings runs into a hard dig and it takes us more than one day to dig and set poles, Roper Buildings will charge extra labor at \$1,500.00 per day of labor (includes travel time).
6. If Roper Buildings needs to use calcium or hot water in your concrete, there will be an additional charge depending on the yardage of your project.
7. Roper Buildings does not provide engineered site plans, which may include a Storm Water Pollution Prevention Plan (SWPPP). If needed, the site plan and any materials needed for the SWPPP plan will be an additional cost
8. In the event that the materials being delivered have to be staged more than 50 feet away from the site of the building, additional mobility and labor costs may occur, to which the client is responsible
9. Roper Buildings recommends OSB underlayment and snow rake on all buildings with drop-down lean-to's, entry porches, cowboy porches, eyebrows, etc. in elevations where snow and ice may cause damage to the lower roof. The client is liable for any damages or repairs if he/she declines OSB underlayment and/or snow rake to the lean-to, entry porch, cowboy porch, eyebrows, etc.


Customer Signature


Date



Concrete Addendum

- Concrete will only be poured if the weather cooperates. Roper Buildings may need to return to pour concrete AFTER the building is finished.
- We estimate concrete prices to be less than \$250.00 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 – \$15.00 PER YARD, Calcium – \$20.00 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 \$10 per blanket per day and will be billed on either the framing or final invoice
- Roper Buildings does not cover the cost of concrete pumps. Unless you have a 14' overhead door, you will need to cover the cost of a concrete pump

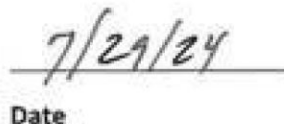
Concrete Warranty

- **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 1/8 inch wide over a 12 inch or more span
 - variations in elevation exceeding 1/8 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 Roper Buildings in writing prior to the expiration of the one year term.

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


Customer Signature


Date



Building Use and Purpose

The **primary** use and purpose for this building *now or in the future* is (check all that apply):

- Residential Storage/Accessory
- Residential Habitable*
- Partial Habitable and Partial Storage/Accessory*
- Commercial Storage Building*
- Agricultural Building (must fill out agricultural exempt form)

***ALL engineered plans that include a habitable space must have:**

- Walls, roofs, and ceilings labelled with their exterior finish material, i.e., OSB, drywall, panel board, insulations, etc.
- A floor plan on the habitable area with rooms labelled and their dimensions

IF habitable, the list of **interior** finish materials (now or in the future):

- Sheetrock + finish
- _____
- _____
- _____

IF habitable, list of **exterior** finish materials (now or in the future):


- Faux Stone 48" Wainscot
- _____
- _____
- _____

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 Roper Buildings.

IF YOU ARE NOT SATISFIED WITH THE BUILDING, DO NOT MOVE ANY PERSONAL BELONGINGS INTO THE BUILDING BEFORE ROPER BUILDINGS HAS ADDRESSED THOSE CONCERNS.

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

 _____
 Customer Signature

 7/29/24
 Date

Roper Buildings
1656 W 2550 S
Ogden, UT 84401 US
801-689-3630
office@roperbuildings.com
roperbuildings.com



ESTIMATE # 16253
DATE 01/09/2024

Estimate

ADDRESS

Todd Ferrario
North Fork Base Camp
Structure
North Fork
Eden, UT

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

Brett (801) 689-3630

ACTIVITY	QTY	RATE	AMOUNT
Description Design and build a 36' Wide x 50' Long Pole Building with a 14' eave height giving the building a 13' clear height that includes the following: -Includes glue-laminated, finger jointed columns (poles) -4/12 Roof Pitch -2ea 6068 Double Man Doors - FRAME OUT ONLY (County to provide the doors) -7ea 3068 Man Doors (standard, no windows) -2ea 4x4 Slider Windows - FRAME OUT ONLY (County to provide commercial grade windows) -1ea 18x5 Front Entry Gable Porch -Timber gable truss + timber poles (engineered) -4/12 roof pitch -Includes metal trim underneath to meet the contour of the roof -Includes 18" eaves, steel wrapped poles, and OSB sheeting under the metal -1ea 12x30 Lean-To -3/12 roof pitch -8x12 enclosed -22x12 open (does NOT include soffit underneath) -Includes metal trim underneath the open lean-to that matches the contour of the roof -Includes steel wrapped poles -1ea 12x60 Lean-To -3/12 roof pitch -12x22.5 Enclosed -12x37.5 Partially Open/Partially Enclosed -Includes metal trim underneath the open lean-to that matches the contour of the roof -Excludes a separation wall to the main building -Includes steel wrapped poles -Reinforced trench footing x 240 lineal feet -1ea 10x10 Insulated Overhead Door (does not include windows or automatic opener) -18" Soffit and Fascia Eave Overhangs - entire roofline -2" Closed Cell Spray Foam + R21 Batting - entire	1	221,162.00	221,162.00

ACTIVITY	QTY	RATE	AMOUNT
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roof
 -includes 2x8 purlins
 -Commercial girt framing - all exterior walls -
 -7/16 OSB sheeting + moisture barrier wrap - all
 roofs and exterior walls
 -OSB Wainscot on the front gable wall (36") + 1'
 wraparound
 -4" Concrete Slab - 36x50 + 12x30 + 12x50 + 18x5
 -Includes saw cut control joints
 -Excludes fiber mesh, rebar, or slope
 -Excludes dirt prep or excavation

-Erection of building
 -Engineered plans if needed for city/county (UP TO
 A 80LB SNOW LOAD)
 -Includes building material debris removal (lumber,
 metal, trash, etc.)

This estimate EXCLUDES the following:

- *Permit and permit fees
- *Excavation/Site prep
- *Insulation in the walls
- *Electrical, plumbing, any interior build out
- *A fire wall of any kind. If required by the city, it will
 be an additional cost
- *Removal or relocation of pole hole spoils. Spoil
 removal/relocation (dirt, rocks, etc.) can be done at
 clients request at an additional charge

Customer Permit Responsibility Roper Buildings will provide drawings for the permit but it is the responsibility of the customer to acquire the permit.	1	0.00	0.00
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Roper Typically Includes Estimate valid for 14 days from the date received. After 14 days this estimate must be requoted.	1	0.00	0.00
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Roper Buildings liability and workers compensation
 insurance and licenses are current and up to date.
 For copies and questions on coverage, feel free to
 contact our agent at:
 Stratford Insurance Group
 Mike Crandall
 Policy 60476088
 2307 North Hill Field Road Ste 103 Layton UT
 84041
 Office (801) 784-4945

Utah Contractors License #5988440-5501 & Nevada
 Contractors License #0075420 & Idaho Contractors
 License # RCE-42129 Monetary limit is
 200,000.00

All Roper buildings include the following, unless
 otherwise noted:
 1- Painted-Galvanized 29 gauge steel on walls and
 roof
 2- 2x6 Purlins on 16-24" centers
 3- 2x6 Girts on 24"-32" centers
 4- Treated poles rated for direct burial, embedded in
 concrete and set on 8 to 12' centers. (Lifetime
 guarantee)
 5- Only the highest grade of lumber and steel are
 used

General things the customer needs to know:
 1- The site needs to be level
 2- Customer responsible for getting own HOA
 approval letter if needed.
 3- Customer responsible for picking up and
 purchasing permit from City/County

ACTIVITY

QTY

RATE

AMOUNT

- 4- 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)
- 5- Unless noted above, any fill material to bring the site to level and under the concrete, is the responsibility of the customer.
- 6- All excavation, including leveling out the site (beside the digging of the holes), to be done by others unless otherwise noted above
- 7- Any utilities that are not marked by Blue Stakes or the utility companies are the responsibility of the owner.
- 8- Travel expenses are included
- 9- We estimate concrete prices to be less than \$250.00 per yard. If it is more than this there will be an extra charge.
- 10- All spoils/debris from the holes being dug are the responsibility of the customer
- 11- If the materials being delivered have to be staged 50 feet or more from the job site, additional mobility and labor costs may occur

TOTAL

\$221,162.00

Accepted By

Accepted Date

IN WITNESS WHEREOF the parties to this Agreement have executed the same as of the day and year first above written.

Dated this _____ day of _____, 20____

Weber County Department Approval Date

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
James Harvey, Chair

Commissioner Harvey voted _____

Commissioner Froerer voted _____

Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA, Weber County Clerk/Auditor