OLYMPUS PRECAST ® Structural & Architectural Precast

Olympus Precast LLC • 16120 S Pony Express Rd #100 • Bluffdale, UT 84065
Phone (801) 571-5041 • Fax (801) 676-0115

**Proposal #:** Ivins City Cemetary Addition

**To:** Ivins City Parks
85 N Main St, Ivins UT 84738

**Date:** April 23, 2025

**Attention:** Joseph
435-864-7598
jrawlinson@ivinsutah.gov

**Terms:** 50% Down
48% Due upon completion of Installation
2% Due upon completion of Stain.
IF PAYING BY CREDIT CARD THERE WILL BE A 3.5% FEE

**Project Address:** 200 W 400 N, Ivins UT 84738

CONTRACT DOCUMENTS: The contract documents shall include this Proposal with Exhibits, architectural and structural plans, all shop drawings, diagrams, placement designs, placement designs etc.

**Produced, delivered & installed for:**

| | | |
|---|---|---|
| **Precast Pillars, Caps, and Footings installed** | **$** | **19,919.73** |
| **Wrought Iron 6 10' gates and 80 feet** | **$** | **27,600.00** |
| **powder coated Black** | | |

**TOTAL: $ 47,519.73**

**MATERIALS AND LABOR FURNISHED: As clarified by this proposal as per drawings dated**

**Panel Style:** Customer Initial MC
**Pillar Style:** Ashlar
**Caps:** Regular

**Footings:**
17 - 2 x 2 x 3 footings as specified in drawings included with this proposal

**Precast Panels:**

**Precast Pillars:**
17 - 6' H precast concrete pillars

Coloring of precast fence (One base coat and up to three highlight colors. Colors to be selected from Verti-Crete color chart)
*Note: Stain may be delayed due to weather conditions

**THIS PROPOSAL SPECIFICALLY INCLUDES:** Customer Initial: ____
Production of precast products
Approx. linear feet of precast fence
Precast delivery
One mobilization for footing crew with mini excavator and auger (Additional mobilizations will be charged at minimum of $300.00 each).
Any additional equipment required will carry additional charge
All footings will not exceed 5" above or below existing grade
One mobilization for installation crew. To be performed using a 12,000 lbs forklift. (Additional mobilizations will be charged $600.00 each)
(Installation equipment required beyond the capacity of a forklift, ie crane, will be at additional expense to purchaser)
One mobilization for stain crew (Additional mobilizations will be charged at $200.00 each)

(Stain is post applied and requires at least 10' on both sides of the fence in order to stain.)

**THIS PROPOSAL SPECIFICLLY EXCLUDES: (but not limited to)** Customer Initial: _____

1. Removal of footing spoils (excavated dirt)
2. Access must be provided and established, Olympus Precast is not responsible for broken sidewalks, driveways, damage to yards, underground piping or any other damage caused by lack of access.
3. Fees, permits, variances, surveys, set back requirements, codes, or any other compliance are the responsibility of the purchaser. Olympus Precast is not responsible for determining property lines or locations.
4. Patching of chips caused by other trades.
5. Cleaning of mud or dirt left on street from wet conditions due to installation access provided
6. Any precast other than that indicated above.
7. Independent inspection or testing of our product or welding either in plant or in the field.
8. Exterior wall engineering to hold added loads do to precast.
9. Expansion joint material.
10. Sales Tax
11. PERFORMANCE AND /OR PAYMENT BOND.
12. Removal of existing fence or obstacles impeding the work area
13. Traffic control or any other service allowing access to job site
14. Grout Pump
15. Grading prior to and/or after install, Road base(fill), and/or Compaction
16. Any additional labor and/or material necessary to complete fence due to unforseen obstacles underground or above ground. This includes but is not limited to: extra excavation equipment in addition to the mini excavator, change in depth or shape of footings due to soil conditions (e.g. spread footings), additional work required because of utilities impeeding placement of footings (e.g. hand digs), changes to elevations of footings requiring sonotube and/or additional excavation, if an unforseen condition requires additional
17. **Any other service or material that is not expressly included above.**

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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 into between Olympus Precast and the Purchaser arising from or related to the scope of work underlying this agreement. Olympus Precast disclaims any and all liability for applications by others of Olympus Precast's material that deviate from such specifications.

**TERMS AND CONDITIONS:**

**1. Delivery dates will be determined at time of award.**

2. Should a performance bond be required it will be at an ADDITIVE cost.

3. 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. With the exception of 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.

4. 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 actually 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.

5. 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 and /or forklift access. 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.

6. Olympus Precast will comply with OSHA Safety Standards for Fall Protection.

7. Purchaser shall be responsible for obtaining and paying for all permits and licenses required by any laws or regulations in order 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.

8. Shipments, deliveries, and erections under this agreement shall at all times 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. In the event that 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.

9. The Purchaser agrees to keep the area surrounding the job reasonably 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.

10. This proposal is based on a single mobilization(s) for fork lift/crane and crew. Any additional mobilizations will be an added cost to the contract amount.

11. 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 man hours and equipment expenses for all time at the job site in excess of one (1) hour for each truck.

12. 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, sprinklers, and other installations, that 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. In the event that any delivery will require a license or permit, Purchaser shall be responsible to secure in advance all necessary permits or licenses to effect such deliveries.

13. 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.

14. 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 any and 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 jurisdiction over the project. The Purchaser hereby agrees to hold harmless and indemnify Olympus Precast from all penalties imposed upon it as a result of violations of Safety and Health or other laws committed by the Purchaser, general contractor, and other subcontractors.

15. 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.

16. 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.

17. Olympus Precast shall not be responsible for any loss, damage, or delay caused by fire, weather, 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 or 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.

18. Any agreed upon schedule or delivery dates will be dependent upon the timeliness of receipt by Olympus of final and completed architectural & structural drawings, and prompt return of signed and approved Olympus Precast shop drawings. Olympus Precast reserves the right to forbear or discontinue work hereunder until approved drawings are received and accepted by Olympus Precast.

19. 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.

20. 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.

21. Olympus Precast will not accept a contract or purchase order with terminology stating or similar to "Pay if Paid".

22. General Contractor/owner will provide 110 and 220 volt power, water, sanitary facilities, lighting as necessary, and other additional requirements, mandated by OSHA

23. General Contractor/ owner is to provide layout locations for fencing

24. Olympus Precast shall carry workmen's 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.

25. The Purchaser agrees to and shall indemnify and hold Olympus Precast harmless from and against any and 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.

26. 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.

27. 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.

28. 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 subsequent to 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.

29. The agreement resulting form this proposal shall be governed by the laws of the State of Utah, and the venue and jurisdiction 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.

30. 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.

31. 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.

32. 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 of 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.

**DESIGN:**

1. 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.
2. Wall panel finish: Exterior finish will consist of a vertical mold form finish. Minor imperfections, such as form lines and bug holes are to be expected in all precast finishes. Products will be produced with common gray cement along with the variations in color common to gray cement.
3. **Cracking and minor chipping is an inherent aspect of precast construction. Such panels, pre-stressed or non-pre-stressed, may experience some cracking and chipping**
4. When applicable or available Olympus Precast will be provided with all AutoCAD files pertaining to the precast and its Measurements & quantities have been verified by: Joseph

**MISCELLANEOUS:**

1. 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.
2. The prices quoted herein are in effect for fifteen (15) days from the date of this proposal. After fifteen (15) days, the prices are subject to change by Olympus Precast . Project delays after award, that are outside of Olympus Precast's control, are likewise subject to change by Olympus Precast in order to compensate Olympus Precast for actual escalating costs of material or labor. 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 or installation of the product being purchased herein, in the event that those increases occur between the time that the original quote is provided to Purchaser and the time that the product is installed or delivered (if installation is not included in the agreement)
4. **Production will not commence until the receipt of signed contract and down payment**

**This proposal is subject to acceptance on or before fifteen (15) 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 of time.**

**Olympus Precast LLC**

By _____

Salesman: Loren 801-635-8747 Date

**Accepted By ("Purchaser"):**

_____

Name (Print) Date

_____

Address Phone

_____

SCR # or Building Permit #

Signature of Purchaser

Title