



Legal Name: Wells Concrete Products Co.
9060 Zachary Ln. - Suite 101
Maple Grove, MN 55369-4083
(763) 425-5555

Project: Walser Toyota Dealership
Location: Bloomington, MN
Delivery Date: To Be Determined

To: Phillips Architects & Contractors Ltd
401 North Third Street
Minneapolis, 55401

Date: 01.18.22
Prospect No: 21-0816

SEE "CONDITIONS OF SALES" WHICH ARE PART OF THIS PROPOSAL

(In the event another contract form is used, this proposal shall be part thereof.)

BID SECTION: PRECAST CONCRETE

Wells Concrete proposes to furnish and install Precast Product as described herein and shown on the following documents:

Sheets: A0.1 - A5.0
Specifications: None
Addenda: None
Type/Date: 2021 Review

Product - Manufacture, Deliver & Install

Architectural Insulated Wall 12"X12' (6-3-3) - 55 PCS - 14,578 SF
Structural Solid Wall 12"X12' - 17 PCS - 4,547 SF
Structural Solid Wall 8"X12' - 18 PCS - 4,802 SF
Inverted T Beams 36x48 - 9 PCS - 208 LF
Ledge Beams 28x48 - 6 PCS - 238 LF
Columns 20X20 - 18 PCS - 417 LF
Double Tees 42"X8' - 67 PCS - 42,853 SF
Hollow Core - 5,062 SF

Clarifications:

- Top of plank elevation varies due to camber of the precast floor system. The amount of camber is related to span length and loading requirements. Wells Concrete will not be held responsible for the final finished floor elevation, topping thickness, wall framing system interface, or clearances below precast.
- All plank will be delivered with weep holes. The filling/patching of weep holes is not included.
- Material will not be produced until receipt of signed Proposal/Contract and approved/verified shop drawings including opening information.
- Hole cover for plank openings created by Wells Concrete will be provided by Wells. Upon completion of plank installation, these hole covers become the responsibility of the construction contractor.
- The color/texture of the underside of the Hollow Core Plank will be standard grade structural finish as a result of the extrusion process.
- It is the responsibility of the general contractor to verify, on the Wells Concrete approval drawings, the exact size and location (including the elevation) of the wall scupper openings. If the scupper openings are not verified on Wells Concrete's approval drawings, the panels will be produced and delivered w/o these openings. It will then become the responsibility of the controlling contractor to field cut these openings. Any post production adjustments to the size or location of these openings will also be the responsibility of the controlling contractor.
- Wells Concrete provides an Insurance Certificate with the following coverage's: \$2M GL, \$1M Auto, \$1M WC, and Professional/Pollution Liability \$5M (if necessary).
- Wells Concrete complies with OSHA regulation subpart M for Fall Protection.

Included Items:

- Caulking of the precast to precast wall panel joints inside and out.
- Temporary wall panel bracing.
- Final washing/cleaning of the exterior architectural surface only.
- Connection embed plates cast into footings/foundations furnished FOB site for installation by others.
- Black hardware steel finish.
- No Plank openings - If additional openings are required, (larger than 10" square and not round) that were not included in bid drawings, Wells Concrete will provide at an additional cost, plus the cost of hangers and mobilization if required.

Excluded Items:

- Cast in or saw cut relets.
- Caulking roof / floor joints.



- Jolst bearing angles.
- Deck Bearing angles.
- Protecting windows & frames, metal, stones, & other surfaces installed prior to washing/cleaning of arch precast panels GC/owner shall coordinate w/ precaster to allow ample time in scheduling this work.
- CIP or gypcrete topping on plank.
- Additional grouting of cores not required for design function of the Hollow Core.

Installation/Delivery Items:

- Access / haul roads by others. Crane and trucks to operate under own power.
- Seller's crane and delivery trucks require 50 foot wide, all weather access roads that allow trucks and cranes to operate under their own power with unrestricted operation.
- General Contractor to remove any overhead wires or other obstructions that may interfere with the crane and crew operation.
- Delivery determined at time of award and subject to spring road restrictions as pertaining to trucking and crane.
- Includes (1) Crane and Crew mobilization.
- Overtime and/or weekend work is not included.
- Wells Concrete provides leading edge tie off, but removes them after precast is installed. Temporary rope barriers (away from edge) are also set-up during construction. Permanent restraint system will not be installed by Wells Concrete.

PRICE: Two million five hundred five thousand dollars (Includes MN Use Tax) \$2,500,000 *BASO PRICE*
\$2,300,000
[Signature]

Contract Terms:

1. Builders Risk Certificate of Insurance must be supplied by Contractor/Owner.
2. Payment terms are net 30 days with no retainage withheld, unless other terms are agreed upon prior to the contract.
3. Quote price is based on customer payment for material produced and stored in Wells' yard.

The cancellation; by owner or contractor and for whatever reason; of this proposal or any signed agreement shall entitle Wells Concrete to recover 10% of the contract amount for lost profit and overhead plus engineering and material costs incurred up to the time of such cancellation.

If included, caulking trips are limited to 2 trips. If additional trips are required due to coordination with other trades, or any other reason, a change order will be required before commencement of any caulking.

The attached *Shipping / Installation Rider* shall be part of any agreement precaster enters into.

The attached *Changes to Approved Shop Drawings Rider* shall be part of any agreement precaster enters into.

The attached *Request for Payment for Materials Produced and Stored Rider* shall be part of any agreement precaster enters into.

The attached *Changes to Approved Shop Drawings Rider* shall be part of any agreement precaster enters into.

LIQUIDATED DAMAGES CLARIFICATION: Wells Concrete will not be liable for liquidated damages if erection of the precast material commences within three (3) weeks after notice and confirmation that the project is ready for precast erection. Said notice and confirmation to apply to each erection trip.

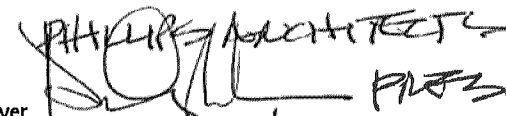
SEE: "CONDITIONS OF SALE" WHICH IS PART OF THIS PROPOSAL. When typewritten or handwritten terms on the face hereof conflict with "Conditions of Sale", the handwriting or typewriting shall govern.

THIS PROPOSAL is valid only for twenty one (21) days of the date shown above. No other contract will be signed unless this proposal is made a part thereof.

THIS PROPOSAL, when signed by both parties, becomes a contract between them, supersedes and invalidates any verbal agreement, takes precedence over any added conflicting conditions, and can only be modified in writing with the approval of those signing the original proposal. This proposal and the subsequent contract may not be delegated or assigned by the Buyer without the written consent of the Seller.




Sales Representative: Mat Bole
Wells Concrete Products Co., Seller
on this 18th day of Jan, 20 22
By _____


Buyer _____
Accepted this 24 day of Jan, 20 22
By _____


Andrew W. W. W.
24 Jan 2022.



CONDITIONS OF SALE

PLANS AND SPECIFICATIONS : If no specifications are used or provided PCI Manual 116, *Quality Assurance*, shall be used for the manufacture of the precast components. Shop drawings must be approved in writing by Buyer before units will be cast, and units will be cast as shown on these approved drawings. Approval of shop drawings by Buyer constitutes Buyer's representation that the shop drawings provides for all of the requirements of the plans and specifications. Buyer is responsible for conformance to non-structural codes.

EXCLUDED ITEMS : The following work is specifically excluded from Seller's responsibilities: Permits, fees and licenses. Bonds. Conformance to any bid documents other than those listed in this proposal. Material not cast in precast concrete unless listed under WORK INCLUDED. Footing design. Openings not shown on drawing or smaller than 10 inches in the least dimension. Removal of snow and ice from supports and from jobsite. Dewatering of footing trench. Access road. Support of beams furnished by others. Bracing of structural frame furnished by others. Shoring. Infill below openings wider than 4 feet. Door or window frames. Filling spaces between precast units or between precast units and other material. Grouting of roof, except to correct 1/4 inch or more mismatch. Grouting other than under base of walls and columns. Closure panels. Caulking ceiling joints or floor joints. Galvanized or stainless steel hardware. Filling scallop notches on back side of wall panels above roof deck.

DESIGN : Formed finish shall be "standard underside" described in Article 2.03 of the Guide Specifications shown in the latest edition of the PCI Design Handbook. Buyer must verify existing dimensions and conditions before Seller will start shop drawings. Lateral loads shall be transferred to shear walls by roof diaphragm action.

ERECTION/DELIVERY : Before the date set for starting erection, the Buyer shall have all foundations, bearing walls, and other supporting elements to which the precast material is connected, properly located, accessible, and free from obstructions. Buyer is responsible for acquiring all necessary rights of access for Seller's equipment, establish all necessary lines and levels; and accurately set all anchoring items, including anchor bolts, anchor plates, and reinforcing dowels. Seller will use trades of its choice to do this work. Footing trench at top of footing to be thickness of precast wall, including double tee stems, plus 4 feet. Excavation slopes shall conform to current OSHA requirements. Obstructions, including power lines, wires, and objects which are hazardous to Seller's personnel shall be removed by Buyer. Trucks and crane to operate under own power. Maximum grade on which erection will occur to be 4%. Haul road to be approximately level transverse and 14% maximum longitudinal grade. Buyer shall furnish and install all OSHA required barricades, guardrails, covers and other barricades for persons and vehicles concurrent with precast erection. Masonry or concrete on bearing or end walls above bottom of precast must be placed by others after precast is erected. Steel bearing on Seller's walls shall be placed by Buyer at same time as walls are erected.

The cost of erection is based upon the work being carried out in one continuous operation during each erection trip. Additional costs caused by any interruption shall be paid by the Buyer.

INSURANCE : Seller shall be included as an additional insured, on an All Risk basis, under the Buyer's Builders Risk policy covering this project. Seller's Insurance coverage is limited to that stated on Seller's current certificate of insurance.

LIABILITY : The Seller shall indemnify the Buyer against loss or expense to the extent of the liability imposed upon the Seller by law for damages resulting from death of or injury to persons or destruction of property occasioned by the execution of the work hereunder to the extent that such death, injury, or damage shall have been due to the willful or negligent act or omission by the Seller or by his agents or employees. The Buyer shall be responsible for and shall save and hold harmless the Seller from liability for damages incurred by crossing sidewalks, curbs, foundations, lawns or other installations obstructing access for cranes, trucks, and other erection equipment. The Seller shall not be liable for delays resulting from any cause beyond its control, including but not limited to fire, earthquake, flood or windstorm; strikes, lockouts or other differences with employees; war, riots or embargoes; delays, losses or damages in transportation; or shortage of trucks, fuel, labor or material. In the event of any such cause for delay, the time for completion shall be extended accordingly. Where Buyer is responsible for erection, removal of material from the Seller's trucks by the Buyer constitutes acceptance and the Seller is relieved of all liability resulting from the erection of such material including damage sustained by said material during such erection. The Seller shall not be liable in any manner for any damages or costs resulting from faulty or inadequate construction of foundations, bearing walls, or other items supporting the work.

PAYMENT : On the 23rd day of each month, Buyer will be invoiced for all of the work done that month. 100% of the invoice is due and payable by the last day of the month following the month of invoice. A finance charge will be applied to any amount not paid when due. Seller is entitled to reasonable attorney's fees and related costs should collection proceedings be required. If Buyer fails to pay as agreed, demonstrates an inability to pay, or fails to execute any of its obligations hereunder, the Seller may suspend the work, without prejudice to any claims for damage which Seller may be entitled to make, until satisfactory terms, conditions or security are received by the Seller.

BACK CHARGES : Back charges are not binding on the Seller, unless the deficiency is promptly reported in writing, and opportunity is given to the Seller to inspect and correct the problem.

TERMINATION : If the project is terminated, Buyer shall be obligated to pay Seller for materials purchased and/or manufactured, including costs, overhead and profit as well as reasonable engineering and other costs incurred.

APPLICABLE LAW : This agreement shall be governed by the laws of state in which the project is located and Seller's right to assert a lien shall be governed by the state in which the project is located.

ARBITRATION : All disputes shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless both parties agree otherwise.

Revised 11/1/2016



RIDER
SHIPPING / INSTALLATION

Project: Walser Toyota Dealership

This page is a rider and shall be part of this proposal and any contract this precaster enters into.

GENERAL CONTRACTOR / OWNER NOTE REQUIREMENTS FOR PRECAST ERECTION: An understanding on precaster requirements for erection access and "all weather" roads shall be agreed on prior to precast delivery. This shall also apply to F.O.B. projects. Any costs incurred, or to be incurred, shall be paid by the general contractor/owner. Precast delivery will not commence until an agreement is reached. THIS LANGUAGE WILL BE HELD TO STRICT COMPLIANCE.

Seller's crane and trucks are to erect from the interior of the building area requiring long span members. Buyer is to provide a 50' wide access into the building and the clear erection area inside shall also be 50' wide. Obstructions, including power lines, wires, and objects, which are hazardous to Seller's personnel, shall be removed by Buyer. Trucks and crane to operate under own power. Maximum grade on which erection will occur to be 4%. Haul road to be approximately level transverse and 14% maximum longitudinal grade.

Delivery of all precast product is subject to spring time road restrictions.

The undersigned agrees to the requirements above and shall comply.

GENERAL CONTRACTOR / OWNER

Signature



RIDER
CHANGES TO APPROVED SHOP DRAWINGS

Project: Walser Toyota Dealership

This page is a rider and shall be part of this proposal and any contract this precaster enters into.

Changes made after Shop Drawing approval shall require signed Change Order prior to changes being made.

Any changes will impact delivery schedule and price increase at no fault of precaster.

The undersigned agrees to the requirements above and shall comply.

GENERAL CONTRACTOR / OWNER

Signature



RIDER
REQUEST FOR PAYMENT FOR MATERIALS PRODUCED AND STORED

Project: Walser Toyota Dealership

This page is a rider and shall be part of this proposal and any contract this precaster enters into.

This rider is to request payment for materials produced and stored at the appropriate production facility. Our facility is accessible to the owner/architect/general contractor for verification of all materials produced. Products will be bonded and insured with a Bill of Sales provided at your request. Wells Concrete will also provide a Certificate of Insurance covering materials stored at our facilities.

In the event this request is denied, Wells Concrete will then require a 15% down payment to pay for materials needed for fabricating the precast components for this project.

The undersigned agrees to the requirements above and shall comply.

GENERAL CONTRACTOR / OWNER

Signature



RIDER
OPENING / CLEANING

Project: Walser Toyota Dealership

This page is a rider and shall be part of this proposal and any contract this precaster enters into.

GENERAL CONTRACTOR / OWNER - NOTE SPECIFICATIONS: An understanding on precaster's requirements on the following specifications shall be agreed on prior to precast delivery. Precast delivery will not commence until an agreement is reached. THIS LANGUAGE WILL BE HELD TO STRICT COMPLIANCE.

Openings:

1. If opening in panels are to be left as "concrete" finish or left untrimmed, painting contractor shall "knife and spackle" returns at openings prior to painting. Note: Add to painting specifications.

Cleaning:

1. Precaster excludes protection and cleaning of windows and frames, metal, stone, and other surfaces installed prior to washing/cleaning of architectural precast panels. Wells will take care that no part of the building or surrounding site work be damaged during the cleaning process, provided proper sequencing and ample time is coordinated by the General Contractor / Owner to complete this work.
2. Architectural finishes exposed to the exterior: The precast erector shall be responsible for the washing/cleaning of the architectural finish to remove road film, effloresces, and to even out the color variation from panel to panel on exterior only. The precast units shall be cleaned only after all installation procedures, including joint treatment, are completed. The architectural finishes shall be cleaned and rinsed in accordance with the precast manufacturer's recommendation.
3. Interior face of architectural panels: During the exterior architectural finishing process, "color streaking" will occur on the backside/interior of the panels. Washing/cleaning the interior face shall be considered to be part of the painting section as means of preparing the surface for painting. Painting, by others, shall be considered by others as a means of concealing the "color streaking".
4. Washing/cleaning of precast shall be scheduled as to minimize the number of trips to the site. Washing/cleaning shall be done "one time" only unless other trips are required to even color. If the panels become soiled after the precast erector has washed/cleaned panels, it shall be the responsibility of the general contractor/owner to wash/clean panels. Wells Concrete shall not be held liable for damage caused by others.

The undersigned agrees to the requirements above and shall comply.

GENERAL CONTRACTOR / OWNER

Signature



RIDER
NOTIFICATION OF FALL PROTECTION PLAN

Per O.S.H.A Standard 1926.500 Sub Part M

Project: Walser Toyota Dealership

This Rider shall be part of this proposal and any contract this precaster enters into.

Wells Concrete follows OSHA Fall Protection regulations. Wells Concrete employees will use fall protection while working in areas where a fall hazard of 6' or greater is present. In some cases, use of tie off fall protection is not practical. For example, several retractable lines and a grout pump hose creates a web of trip hazards along with the grout infiltrating the retractable units rendering them ineffective and unsafe. Therefore, during grouting and detailing operations employees will work within a marked controlled access zone where the use of a guardrail system will be in place along all terminated edges and a 6' warning line will be in place along the leading edge(s). These will be properly maintained and meet all OSHA standards.

- Only Wells Concrete employees are permitted within controlled access zone unless approval has been obtained.
- You are required to sign a release form after our work, or section thereof is completed. This will turn the area and all fall protection responsibilities into your control, including, if necessary, replacing our barriers that we remove after you sign our release of work. This includes the maintenance of and installation of any new hole opening covers.
- Make all subcontractors on site aware of these requirements and of any existing hazards.
- Wells Concrete has installed floor and roof opening covers on all structural floor and roof members with openings that were created during the manufacturing process. These covers were installed and secured in accordance with applicable Federal and Minnesota O.S.H.A. regulations to provide protection for our employees. Once these members have been installed on this project and our work has been completed, it becomes your responsibility to maintain these covers and to install covers on any new openings created on the jobsite.
- Review the Fall Protection Plan with the Wells Concrete Foreman or safety manager if clarification is needed.

The undersigned agrees to the requirements above and shall comply.

GENERAL CONTRACTOR / OWNER

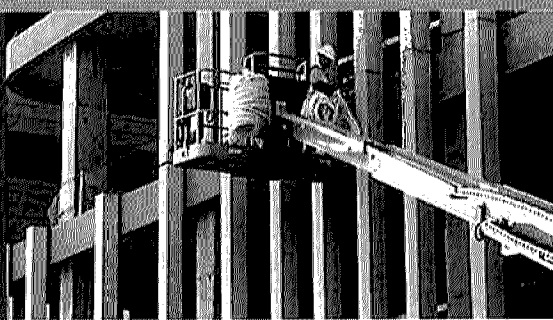
Signature



ALL THINGS SEALANTS

Wells is a team of industry experts working together to bring our customer's vision to life.

We offer superior craftsmanship, innovative design-build solutions and advanced production efficiency - making us the sealant solution provider of choice.



Wells Concrete is excited to introduce our value-added sealant, waterproofing and maintenance plans for all buildings from Canada to New Mexico and Wisconsin to Colorado.

We want to keep your building performing as designed and provide a lifetime of worry-free maintenance. We understand down time can cost money, and provide a proactive approach to help. Whether your needs require recaulking, recoating, washing or structural repair, let Wells Sealants help.

Our building envelope experts will work with you directly to diagnose any problem and recommend a proactive solution to keep your building in top shape. We will help you through the process from start to finish to ensure everything is clear, concise and doesn't interrupt your day-to-day operation.

If you would like to pursue this value-added option, please feel free to reach out to **Mike Troje** from our East Division or **John King** in our West Division to setup a consultation.

Our Services Include:

- Building Restoration
- Expansion Joints
- Epoxy
- Fire Caulking
- Sealant Replacement
- Security Sealants
- Self-Levelling Sealants
- Traffic Grade Sealants
- Silicone
- Liquid Air Barrier
- Structure Maintenance Programs
- Urethane
- Water Repellents
- Waterproofing and Traffic Coatings
- Foundation Coatings
- Deck Coatings

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