Contract/Proposal

Total including conc wash, cables, caulking, traffic control
$4,292,000

Falls Centre PD
Raleigh, NC

~~September 22, 2026~~
C.F Evans Construction

Estimate #: 26052

Attn.: Mr. Carl Byars

We propose to furnish materials and/or services for a 2-bay wide x 5 supported level deck (approximately 99,230 SF of precast/prestressed superstructure) as described below, within BB+M Architecture 100% Construction Set drawings dated 8/17/26, and Tindall estimate model dated 9.04.26. Refer to Section "D" below for project specific exceptions and clarifications. Note that this quotation is subject to the terms, provisions and scope described herein. All contractual terms are subject to final approval in writing by the Division Manager of Tindall Corporation.

BASE PROPOSAL SCOPE OF WORK: (Sections A through C)

A) PRODUCT DESCRIPTION:

1.	24" x 24" Column	4 pieces,	approximately 117 LF
2.	12" Shear Wall	11 pieces,	approximately 3,504 SF
3.	10" Lite Wall	11 pieces,	approximately 5,228 SF
4.	40" Inverted Tee Beam	9 pieces,	approximately 405 LF
5.	8" Wall Panel	123 pieces,	approximately 41,645 SF
6.	12'-0" x 30" Factory Topped Double Tee	143 pieces,	approximately 93,771 SF
7.	8" Flat Slab	4 pieces,	approximately 532 SF
8.	Precast Stairs with Integral Landings	17 pieces	

To manufacture, deliver and erect, the above scope of work in accordance with the following: this proposal, the above referenced plans, PCI procedures and practices, and sections A) Product Description, B) The Included, C) The Excluded, D) Exceptions and Clarifications, E) General Conditions, F) Payment Terms and Conditions, and G) The Terms and Conditions, our **Base Price**, including sales and use tax is:

THREE MILLION NINE HUNDRED TWENTY-FOUR THOUSAND DOLLARS ($ 3,924,000.00)

ALTERNATES:

1. To provide Tindall Dry Floor System, with integral precast wash and welded chord connections, in lieu of cast-in-place pour strips and reinforcing provided by others, add $80,000.00 to our Base Price.

   Dry Floor System includes Zurn Z-610 drains (18 qty. of 4" or 6" size TBD) cast in double-tee flange. All costs associated with unloading and installation of all the drain parts not cast in at Tindall's plant are the responsibility of others. If additional drain locations are required above the quantity stated here, Tindall's quote will need to be revised to accommodate the increased quantity.

   Note: Cast-in-place concrete topping/infill for final leveling is required and provided by others, at:
   - Transition from slab-on-grade to elevated DT framing.
   - Doors/Entries between parking deck and residential building.

2. Pricing assumes that adequate space is available onsite to stage loaded trailers during precast erection. To provide remote drop lot and shuttle loads to the jobsite, if space is not available onsite to stage trailers, add $80,000.00 to our Base Price. N/A

3. Pricing assumes that access into jobsite, from public streets, does not require flagmen for traffic control during precast erection, if certified flagmen are required for traffic control during precast erection, add $44,000.00 to our Base Price.

   Use $ 22,000

4. To provide eleven (11) galvanized barrier cables on each side of Litewalls for pedestrian restraint, add $47,000.00 to our Base Price.

5. To provide caulking at precast-to-precast joints, and fire rated joint treatment at fire walls, as described below, add $219,000.00 to our Base Price.
   - Caulking with polyurethane sealant and backing at exterior and interior joint between panels.
   - Caulking with polyurethane traffic grade sealant and backing at top horizontal joint between flanges of double tees
   - Caulking with polyurethane sealant at top horizontal joint between double tee flange and spandrels / litewall / wall panels / beams.

   Non-combustible fire safing at rated walls:
   - 3-hour perimeter walls adjacent to multi-family construction.
   - 2-hour at interior walls of stair/elevator/exhaust shafts.

   One year warranty on the caulking. Warranty period commences on the date of substantial completion and / or operational use of the deck, including construction traffic. The Owner is to assume the responsibility for the caulking after the one-year warranty period ends.

B) THE FOLLOWING ARE INCLUDED IN THE BASE BID:

1. The governing code for this structure is 2018 NCBC. Structure design criteria are 115 MPH wind with Exposure B, and Seismic Design Category "B" with Importance Factor of 1. Any additional requirements more stringent than those stated here will result in additional costs to the contractor.
2. Finishes: Reference PCI Design Handbook (latest edition), Chapter 9, Guide Specifications for Precast, Prestressed Concrete, paragraph 9.2.4: Finishes shall be as follows:
   a) Standard Form Finish on the form side of all panels.
   b) Light Broom Finish on the unformed surfaces of all panels, litewalls, spandrels and double tees.
   c) Rake Finish on the unformed surfaces of all inverted-tee beams, double tees, designed to receive topping in the field by others.
   d) Steel Trowel Finish on the unformed surface of all columns.
   e) Concrete is standard gray with inherent shade variations.
3. One (1) crane mobilization to the jobsite.
4. Double tees provided with 4" flanges and 2" recess at ends to allow for cast-in-place pour strips/wash. Any cast-in-place topping and associated reinforcing is by others.
5. Furnishing but not installing plain, uncoated anchor bolts and/or dowels cast into foundation for column and/or shear wall anchorage.
6. Furnishing but not installing steel plates to be cast into all wall panel foundations for wall panel anchorage or furnishing and installing expansion anchors for all wall panel to foundation connections.
7. Galvanized connectors/connection material for embedded and loose steel items required for our work that are exposed to view (100%) in the final condition per ACI 362 - Climate Exposure Zone II. All other embed plates will be shop primed.
8. Black uncoated mild steel reinforcement and black uncoated prestressed reinforcement.
9. Two (2) - 3" high x 5" wide concrete sleeves per double tee stem for others.
10. Clean-down of normal shipping and erection soiling. This is not a general overall clean-down and would not satisfy the requirements for other trades that may soil our products.

C) THE FOLLOWING ARE NOT INCLUDED:

1. Precast products of any type not specifically listed under Section "A" above as included.
2. Design, furnish, or place concrete or reinforcement required for cast-in-place work, including slab-on-grade or concrete coverings over precast connections.
3. Requirements to design, produce, install, etc. members under PCI MNL 117.
4. Caulking, waterproofing or painting of precast, unless noted otherwise.
5. Furnishing or installing any expansion joint materials.

6. Miscellaneous cast in items such as, but not limited to metal work, reglets, flashing, doors, louvers, or any such similar materials.
7. Bid or Payment/Performance Bond.
8. Independent laboratory testing costs.
9. Vertical grouting.
10. Underwriter's Laboratory Label and/or Factory Mutual requirements of any kind, unless noted otherwise.
11. Cast in anchors at top of panels for attachment of wooden nailer.
12. Utilization of minority/women business enterprises and suppliers outside of our normal established suppliers to meet any minimum requirements.
13. Supplying, installing, removing heavy polyethylene film, or any other protection on the precast members.
14. Patching of mechanical, electrical, fire protection, etc. block outs.
15. Electrical wiring (including conduit, junction boxes, etc.), fixtures (including switches, outlets, light bulbs, etc.), plumbing, fire protection, and security equipment, fixtures, etc.
16. Wage rates.
17. Epoxy coated, and/or stainless-steel finishes of any kind.
18. Architectural concrete, form liners, sandblast, acid etch, retarders, pigments, etc., unless noted otherwise.
19. Corrosion inhibitors such as calcium nitrite, unless noted otherwise.
20. Drain hardware, cast in or loose materials.
21. Liquidated damages.

D) EXCEPTIONS AND CLARIFICATIONS:

We are quoting this project based on our understanding that:

1. Walls retaining soil are cast-in-place by others. CIP retaining walls to be backfilled prior to start of precast erection.
2. Potable water provided by others to facilitate grout placement.
3. Special inspections are by others.
4. Tindall's quote includes providing temporary pedestrian safety railings/barriers at the leading edge of the structure and at fall hazards within the deck for Tindall employees only. At direction of and per acceptance of Contractor, Tindall will leave temporary protection in place at completion of erection. Contractor to assume responsibility to maintain any Tindall installed temporary protection upon completion of precast erection.
5. Recessed connections are to be filled with grout and/or caulking type material designed, supplied, and installed by others.
6. Formed openings are to be considered as rough openings.
7. Staging area provided by General Contractor of minimum 50' x 250 for assembly and dis-assembly of crane. This area to be available for the duration of Precast operations.
8. Price does not include participation or contribution to any composite clean-up crew.

E) GENERAL CONDITIONS:

1. Prior to the start of erection, all foundations (supporting the precast) are to be in place and ready to receive precast. In addition, all foundations in the path of the crane and/or trucks are to be covered (backfilled over). The supplying, installation, and removal of these covers (backfill) is by others. NOTE: We understand all items mentioned here may not be 100% in place when precast erection begins; however, they do need to be far enough ahead as not to hinder the precast erection progress.
2. Tindall reserves the right to pass on additional costs due to catastrophic and extraordinary events over which it has no control. Such events might include acts of God, supply disruptions from terrorist activities or other politically motivated events, etc.
3. Tindall reserves the right to perform its own field survey of the cast in place work prior to move in. At least (100%) of the work must be available for the initial survey. Discrepancies from the contract drawings and/or approved shop drawings must be reconciled prior to start of erection. Should the situation arise in which erection must be halted through no fault of Tindall, the General Contractor will be responsible for any costs during the time in which it remains idle.

4. Tindall also reserves the right to request and obtain from the General Contractor "as built" drawings for the foundation and/or support structural work prior to move in.
5. Tindall makes no guarantee as to satisfactory compliance with American Disabilities Act (ADA) or any other code related provisions of which requirements are not clearly set forth in the bid/project documents as listed on page one of this proposal.
6. It is clearly understood that no matter whether this proposal is based on contract documents or Tindall's own drawings and details, TINDALL **IS NOT** THE ENGINEER OF RECORD FOR THIS PROJECT.

   As the precast concrete designer, manufacturer and erector for this project, Tindall is prepared to perform in the role of "Specialty Structural Engineer" (SSE) as defined by the Council of American Structural Engineers (CASE). This designation realizes Tindall's responsibility for providing complete, accurate and certified (signed and sealed) engineering documents for our portion of the work. In accordance with CASE, it is our expectation that the Project's "Structural Engineer of Record" (SER) will review Tindall's engineering documents only to assure:
   - *Conformance with the SER's overall structural design intent*
   - *Use of the appropriate building codes and any jurisdiction-specific requirements*
   - *Coordination with other structural elements*
   - *The adequacy of the lateral load resisting system to mitigate seismic and wind loads as intended in the overall structural design, including foundation design.*

   Tindall does not anticipate review by the SER to verify the accuracy or adequacy of individual member or connection designs.
7. Design of members and connections will be per Prestressed Concrete Institute (PCI) recommended procedures and practices and will incorporate Tindall's building components. Products will be fabricated in accordance with erection drawings as approved by the General Contractor and Architect/Engineer. Tindall will not be responsible for notifying others for changes in the work appearing on the approved drawings.
8. All members shall be manufactured in Tindall's PCI Certified plant and laboratory in accordance with PCI Quality Control Manual MNL 116, latest edition. Costs for independent testing are excluded.
9. All products are cast with approximately 125-pcf gray concrete. Inherent color variations and hairline cracks are to be expected.
10. Footings and/or foundations to be clean and maintained clean for the life of the ERECTION cycle by OTHER THAN TINDALL. Removal of overhead (or underground) utility lines by other than Tindall.
11. Tindall's quote includes safety requirements to meet OSHA standards for Tindall employees and subcontractors ONLY. Any requirements more stringent than OSHA will result in additional costs to the contractor.
12. The responsibility for meeting all OSHA requirements related to crystalline silica and/or dust standards throughout the project work site is the responsibility of the party and/or parties that have the care, custody and control of the site, but not the responsibility of this subcontractor. Silica and/or dust that is existing on site, windblown onto the site, generated by truck and equipment travel, generated by other parties on site, or any other site related exposure is the responsibility of others. Only crystalline silica and/or dust generated by this subcontractor's performance of its work scope is the responsibility of this subcontractor, such as the cutting, sawing, drilling, grinding, attaching, patching or altering the precast.
13. Adequate jobsite access for the erection of precast prestressed members is required and shall be provided by Others. Jobsite access shall include traffic management, traffic coordination, flagmen, etc. Additionally, adequate access means trucks and cranes can move under their own power without assistance. Such access must be provided onto the jobsite, inside structure footprint, and at perimeter (40' minimum). If necessary, graded ramps and roadways must also be provided for adequate access. Tindall reserves the right to stop deliveries/erection if these requirements are not met, in which case the cost for all additional mobilization(s) will be the responsibility of the General Contractor.
14. Protection of underground utilities and any other items buried under the crane and truck traveling areas (new and/or existing) is BY OTHERS.
15. Erection of all members in accordance with tolerances specified in the PCI Design Handbook (latest edition), Chapter 13, paragraph 13.3, and will include the following:
    a) All loose connection hardware, bearing pads, and welding as required.
    b) Grouting under wall panels at base connections and elsewhere as required by Tindall's design.
    c) Patching of minor chips and spalls, which were caused by Tindall during the shipping/erection process.
    d) Patching of lifting devices with plastic patch caps or appropriate patch material.
    e) Touch-up painting of exposed connections.

F) PAYMENT TERMS AND CONDITIONS:

1. **PAYMENT TO CONTRACTOR SHALL NOT BE A CONDITION PRECEDENT TO THE PAYMENT OF FUNDS TO TINDALL.**

2. Notwithstanding provisions to the contrary, it is not intended that payment for this completed subcontract can be withheld by the contractor for reasons not the responsibility of Tindall.
3. Monthly requests for payment will be sent to the contractor's office according to the specifications, but not later than the twenty-fifth (25th) of each month. Payments of these requests will be made within thirty (30) days of request. Final payment will be made within thirty (30) days after substantial completion of Tindall's work. Acceptance of this proposal constitutes acceptance of the terms of payment set forth herein and no subsequent act or writing shall supersede or modify these terms of payment unless agreed to in writing by Tindall or Buyer. The negotiation and/or failure to agree upon or execute any subsequent writing or document evidencing the terms of this agreement shall not entitle Buyer to fail to comply or observe the terms of payment set forth herein.
4. It is understood that Tindall will be paid for fabricated products stored at its plant within thirty (30) days of invoice date. Tindall will issue appropriate Bills of Sale and carry insurance protecting such products.
5. 100% of the manufactured value of our products will be billed monthly as such products are manufactured and stored in Seller's yard awaiting shipment to the jobsite. Such value is payable in full by the 25th of the month following such billing. No retainage shall be withheld on stored materials. Retainage withheld on all jobsite field operations, to include erection, field finishing or any other jobsite activity, shall be released and paid 60 days following erection completion. If retainage is not released at such time, a 1.5% per month service charge will be added until paid in full. Late payments shall also accrue interest at a rate of 1.5% per month. Tindall reserves the right to file a Mechanic's Lien and/or file against the Contractor's Payment Bond for payments more than sixty (60) days past due and as necessary to protect its ability to collect retainage in a fair and timely manner.
6. Tindall Corporation, supplier for precast prestressed concrete products, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial Completion, which is the last day that Tindall Corporation is physically working on the project jobsite excluding aesthetic, remedial, and punch list work.
7. Buyer shall furnish a certificate of the Owner's Builder's Risk Insurance Policy showing TINDALL CORPORATION as additional insured, deductible amounts of all categories and any exclusions before Seller begins any site operations. If Contractor cannot supply coverage, TINDALL, will have the right to obtain Builders Risk Insurance and be reimbursed for the amount by the Owner. TINDALL shall not be responsible for deductibles.
8. Contractor shall provide an accurate legal description of the Project prior to commencement of the Work and shall provide Subcontractor with copies of any special forms or notices required to preserve lien rights under state laws applicable to the Project.
9. The Subcontractor shall have the right to receive from the Contractor information relative to the Contractor's and the Owner's financial ability to pay for the Work. Also, if the Contractor must provide a Payment Bond under the terms of his contract with the Owner, a copy will be provided to the Subcontractor prior to commencement of the Work.

ACCEPTANCE: This proposal is made with the provision that if accepted it shall become a contract incorporating all the Terms and Conditions as listed. Acceptance on another form shall be subject to all the Terms and Conditions herein.

EXPIRATION: This Contract Proposal is based on our costs as of the date issued and will expire twenty-eight (28) calendar days from the date issued unless earlier withdrawn or extended in writing. After the expiration of this proposal, Tindall will update our proposal based on our costs when Contractor is ready to send us a subcontract.

The undersigned accepts this proposal as a binding contract subject only to the approval of the credit of the Buyer by the Seller.

C.F. Evans Construction

By: _____ Date: _____.

Print: _____.

Respectfully Submitted,
TINDALL CORPORATION, South Carolina Division

By: _____. Date: _____.
R. Carl Clary – Technical Sales Representative

G) TERMS AND CONDITIONS:

1. TERMS OF PAYMENT: The Seller shall be paid monthly progress payments on or before the tenth (10th) of each month for the value of any fabricated materials stored at the Seller's facilities and at the jobsite. Final payment shall be due thirty (30) days after the work described in this Proposal is complete. Sales of materials are payable ten (10) days following delivery of the goods. Acceptance of this proposal constitutes acceptance of the terms of payment set forth herein and no subsequent act or wiring shall supersede or modify these terms of payment unless agreed to in writing by Tindall or Buyer. The negotiation and/or failure to agree upon or execute any subsequent writing or document evidencing the terms of this agreement shall not entitle Buyer to fail to comply or observe the terms of payment set forth herein. If in the judgment of the Seller, the financial condition of the Buyer at any time during the performance of the work hereunder does not justify the terms of payment specified, Seller reserves the right to discontinue the work, with Buyer responsible for all incurred expenses and costs, and Seller may require full or partial payment in advance. If payments are delinquent a service charge shall, without prejudice to the rights of Seller to immediate payment, be added to the account of the Buyer in an amount equal to the lesser of one and one-half (1 1/2%) percent per month or fraction thereof on the unpaid balance, or the highest legal rate. In the event that it is necessary for Seller to collect all or any part of the money due Seller under this contract, the Buyer shall pay all costs and expenses of collection, including reasonable attorney's fees to be determined by the court without a jury. If the buyer does not accept delivery and/or erection within ninety (90) days following the agreed schedule, Seller will have the right to invoice Buyer for additional costs, (e.g. storage) for such delay, and which Buyer hereby agrees to pay as invoiced.

2. TAXES: The price set forth herein does not include any federal, state or local property, license, privilege, sales, use, excise receipts or other like taxes unless specifically stated herein. Buyer agrees to pay or reimburse any such taxes which Seller or Seller's subcontractors or suppliers are required to pay.

3. BOND: If bonds are required, the Buyer shall be responsible for the cost of providing them, unless otherwise stated herein.

4. PERMITS, FEES, AND LICENSES: This price does not include permits, fees, and licenses of any type except highway hauling permits unless specifically stated herein, and if required the Buyer shall be responsible for the cost of providing same.

5. INDEMNIFICATION: Seller shall indemnify and save harmless the Buyer, but only for claims for damages to property and personal injuries, including death, occurring the performance of the work herein and on the premises of the Buyer and resulting directly and solely from negligence of Seller's employees while engaged in such work.

6. BACK CHARGES: No back charges or claim of the Buyer for services shall be valid except with the Seller's prior written approval.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for failure to perform or for delay in performance (including liquidated damages, if applicable) due to fire, flood, strike, or other labor difficulty, act of governmental authority or of the Buyer, riot, embargo, car shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or manufacturing from usual sources or due to any other cause beyond its reasonable control. In the event of delay in performance due to any such causes the date of delivery or time of completion will be postponed by such length of time as may be reasonably necessary to compensate for the delay. The Buyer shall make no demand for liquidated damages or actual damages for delays in any sum in excess of the amount stated in this proposal and no liquidated damages may be assessed against the Seller for delays caused by other contractors or arising outside the scope of this Proposal.

8. SHORTAGES OF MATERIALS AND EQUIPMENT: If materials or equipment required by the Seller to complete this contract become unavailable either temporarily or permanently through causes beyond Seller's control, then in the case of temporary unavailability the contract time will be extended as provided for above, and in the case of permanent unavailability Seller shall be excused from the requirements of furnishing such materials or equipment. Buyer agrees to pay such Seller the difference between the cost of the material and/or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

9. TITLE AND RISK OF LOSS or damage to the product furnished shall pass to Buyer at point of delivery except in cases of f.o.b. factory in which event title to and risk of loss or damage to the product shall pass to Buyer at factory pick up. The Buyer hereby grants to the Seller, a security interest in and to any and all materials to be furnished to the Buyer to secure the payment of the contract sum. The Buyer will promptly execute and deliver to Seller such documents, including financing statements and other instruments as may be necessary to perfect the Seller's security interest as aforesaid. In the event of default in the payment of the contract sum as aforesaid, the Seller shall have all rights of repossessions and other remedies afforded to secure parties under the Uniform Commercial Code and the Buyer hereby grants to the Seller that upon all of the provisions of the contract documents shall apply to such changes, modifications or additions with the same effect as if they had been embodied in the original contract documents.

10. WARRANTY, DESIGN, AND PRODUCTION: The Seller warrants that the materials and supplies sold by it will, at the time of shipment, be free of defects in workmanship or material. Should any failure to conform to this warranty become apparent during a period of one (1) year after the date of delivery of such materials or erection thereof by Seller, as the case may be hereunder, Seller upon prompt written notice from the Buyer shall correct such nonconformity by repair or at its option correct the defective part or parts. Repair or correction in the manner provided above shall constitute a fulfillment of all liabilities of Seller with respect to the quality of the product. Unless otherwise expressly stated by Seller, products designed by Seller will be in accordance with sound, accepted engineering practices and applicable codes. The material will be supplied with the standard finish, tolerances and in-plant testing as described in the *Manual For Quality Control: Precast Prestressed Concrete*, as published by The Prestressed Concrete Institute. Failure to comply with the representations contained in the last sentence, if applicable hereunder, will be subject to the repair or correction in the manner provided above and shall constitute a fulfillment of all liabilities of Seller with respect to the quality of the products. The foregoing warranties are exclusive and in lieu of all other warranties of quality whether written, oral, or implied (including any warrant of merchantability or fitness or purpose). Seller shall not be responsible for incidental or consequential damages.

11. SHOP DRAWINGS: Seller shall furnish shop drawings for his products. Manufacture of the products shall not be started until Seller's shop drawings have been approved by Buyer. Seller may make requests to Buyer for information and measurements and Buyer assumes complete responsibility for the accuracy of same.

12. DESIGN: The Seller's full legal responsibility is limited to the structural design, manufacture and erection of the precast, prestressed concrete products specified. No other acts, services, or statements not specified herein shall ever create any legal responsibility on the part of Tindall for the architectural or engineering design, or the construction, of any other portion of the project.

13. DELIVERY: On f.o.b. site projects, Seller shall deliver to the nearest accessible points with trucks. Buyer agrees to unload and erect. On f.o.b. site projects, Seller has allowed one (1) hour free time at destination point for unloading. After expiration of free time, Seller shall be entitled to detention costs at the rate of five dollars ($%.00) for each fifteen (15) minutes thereafter.

14. ERECTION: Buyer shall provide suitable access for Seller's cranes and trucks at site, including all traffic control, street access, permits, and for unrestricted operation within site as required. This is to include but not limited to clear access on well-compacted roadways or approaches. All overhead wires, overhanging trees and other overhead obstructions including all slabs, sidewalks, driveways, streets and underground appurtenances, utilities, tanks and all items of similar nature shall be previously removed or protected by the buyer as necessary. Seller reserves the right to discontinue the work for failure of Buyer to provide suitable access for the work to be performed with the Buyer responsible for all incurred expenses and costs of the Seller. Buyer shall provide to true line and grade all bearing surfaces for precast elements to bear on. If required, Buyer shall provide weld plates and/or anchor bolts with bottom nuts set to true line and grade.

15. SCHEDULE AND SEQUENCE OF ERECTION shall be as agreed upon by both Buyer and Seller unless stated herein. The work described herein is to be performed during Seller's regular working hours. An additional charge will be made for overtime work.

16. Insurance: Owner or General Contractor will provide Builder's Risk insurance including fire, extended coverage, vandalism and malicious mischief with Tindall shown as an additional insured.