

BID: SS TROUGH RECEIVED

AUG 29 2022

CITY OF COLUSA

SF METALWORKS

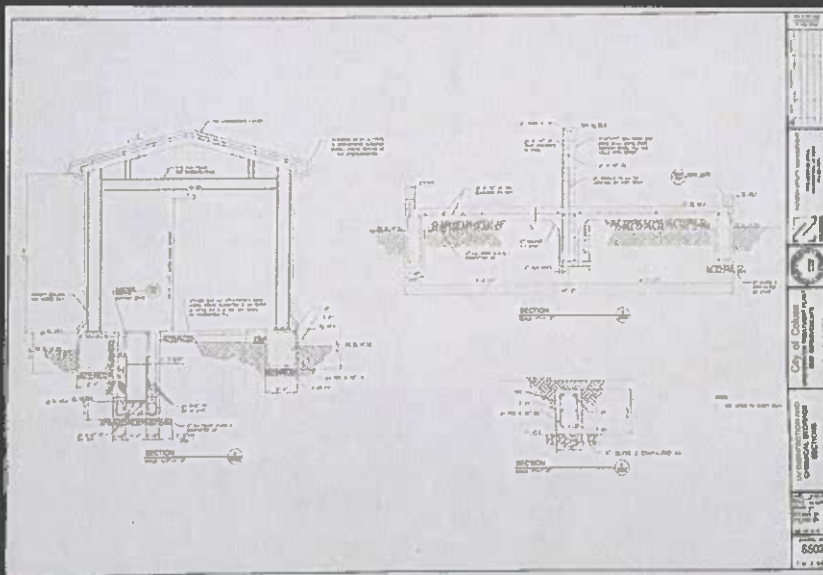
Prepared by:

SF Metalworks
matthew@sfmetalworks.com

Prepared for:

City of Colusa
citymanager@cityofcolusa.com

Submitted on: [REDACTED]



Project Summary

Scope of Work

Fabrication and installation of stainless steel trough for the final UV stage at the Waste Treatment Plant in Colusa CA .

- Approximately 58 LF (linear feet) x 29" tall x 19.5" U-shaped channel (no flanges) per client provided dimensions and details.

Material: 16 gauge, 316L Stainless Steel.

Finish: Mill finish (raw).

Included:

- Site Visit.
- Shop Drawings for Approval.

Excluded:

- Samples.
- Finish (other than smoothing weld joints).
- Electrical, Plumbing, Mechanical work, Engineering.

Description	Price
Fabrication	\$71,344
Delivery & Installation	\$15,958
Total Fixed Fee	\$87,302

SF METALWORKS: TERMS AND CONDITIONS

THESE SUBCONTRACT TERMS AND CONDITIONS (this "Subcontract"), dated Not yet accepted (the "Effective Date"), is entered into by and between City of Colusa ("Contractor"), and Front Row Builders, Inc. a California Corporation doing business as "SF Metalworks", CSLB license number 893834, with a business address of 7893 Hwy 20 Meridian CA 95957 ("Subcontractor"). Collectively the "Parties" and individually a "Party".

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. THE WORK

Subcontractor shall perform the work and/or supply the materials more fully specified on the "Scope of Work" attached hereto for the contract price as defined in fees section, payable in accordance with Section 2 hereof.

2. PRICING AND PAYMENTS

The Subcontractor hourly rates shall be good for thirty (30) days as of the Effective Date and may be modified during the term of any Scope of Work. Unless explicitly marked as a "fixed fee" within a Scope of Work, all quotes for labor, materials or taxes should be interpreted as an estimate and are subject to adjustment before the completion of any Scope of Work. Material pricing is contingent on approved samples (if applicable).

Bids (including material costs) are only good for 30 days. SFM reserves the right to make adjustments via change order. Material orders placed beyond 30 days (from delivery of proposal to point of ordering material) are subject to increase via change order.

Material: **please signify understanding and agreement** —  Jesse Cain

- Due to material pricing fluctuation in the market Subcontractor cannot confirm material costs until we have a signed proposal, deposit, and material prices have been re-quoted and guaranteed up to the point of material purchase date/s. Clients will be alerted if there are significant changes in pricing (either up or down).

Except for the initial deposit, which is due upon execution of this Subcontract, Subcontractor shall submit invoices for payment to Contractor under the terms of the Scope of Work (individually, an "Invoice" and collectively, "Invoices"), once per month, or in accordance to the payment scheduled agreed upon within a Scope of Work. Unless otherwise stipulated within the Scope of Work, Contractor agrees to pay Subcontractor in monthly progress payments for all work completed. Subcontractor shall submit monthly Invoices to Contractor reflecting payment due. If an Invoice is filled out incorrectly or incompletely or if there is any other defect or impropriety in an Invoice, Contractor shall so notify Subcontractor in writing, within five (5) business days of the receipt of such Invoice. In the event Contractor fails to pay any portion of the scheduled payments or an undisputed invoice to Subcontractor as contemplated hereunder, Subcontractor shall have the right to cease all services under any Scope of Work until such time Contractor makes such payment. Further, if payment is not received by the due date, Subcontractor reserves the right to assess interest on the overdue amount at a rate of four percent (10%) of the total amount due, to be charged monthly (and prorated if less than a month late), or terminate the Subcontract and all payments under the Subcontract will become immediately due.

Payment Terms

- 75% fabrication deposit to initiate work.
- 25% fabrication balance due before delivery.
- 100% of installation invoiced upon completion of installation (due upon receipt).
 - ✦ *Installation plan will be sent in advance of install, including preparation direction required of City of Colusa.*
 - ✦ *Standby time will be billed at \$150/hr per person if job site is not prepared by City of Colusa for SF Metalworks install upon arrival.*
 - ✦ *Any workarounds that SF Metalworks participates in during install as a result of site not being prepped in advance will be billed as T&M at \$190/hr per person.*
- Balances past due 30 days will be assessed 10% interest on a monthly basis until paid.

NOTE: SF Metalworks may send a preliminary (prelim) notice. Conditional/Unconditional waivers of releases will be signed by SFM if requested, after payment has been received.

3. SCHEDULE OF WORK AND ADJUSTMENTS

Subcontractor shall provide Contractor with any requested scheduling information regarding the Scope of Work. Creating a schedule is dependent on when this Subcontract is executed, and an initial deposit is received. Unless otherwise clearly marked fixed fee, all work shall be billed on a time and materials basis, and the Scope of Work should not be interpreted as a set price.

Whenever an adjustment in the Scope of Work price or schedule is required because of Contractor's request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Subcontractor (including lack of worksite access, weather, fires, floods, strikes, acts of God, natural disasters, or acts of third parties), Subcontractor shall submit to Contractor within a reasonable time a detailed estimate, with supporting calculations, pricing and adjustments in the schedule of the change to the Scope of Work price and schedule. Pricing of the adjustment shall be in general accordance with the pricing structure of this Subcontract.

4. EXCLUSIONS

Unless otherwise specified within a Scope of Work, the Subcontractor's services shall not include, waterproofing, engineering, structural calculations, permits, drawings, inspections, electrical, plumbing or mechanical work.

5. COMPLETION

When Subcontractor considers that the Scope of Work is complete, Subcontractor and Contractor shall review the work, and if necessary, prepare a list of the remaining items to be completed or corrected (the "Punch List"). When Contractor, on the basis of an inspection, determines that the Scope of Work and Punch List is complete, Contractor will pay the remaining balance due. When site work has been completed, SFM may ask to be connected with the homeowner for the purpose of photographing the work.

6. ESTIMATED TIMELINE

Assembly	Drawings Approved	Fabrication Completed	Installation
SS Trough	Week 3	Week 9	Week 12

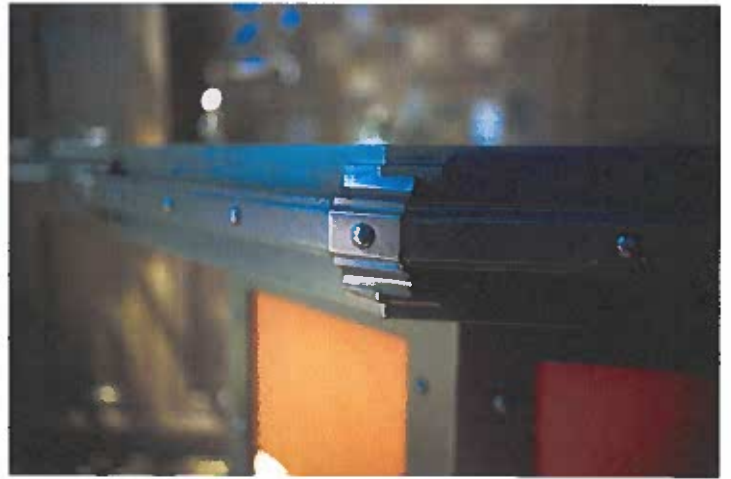
Keep in mind:

- Estimated timelines can vary based on potential work that may land in SFM production schedule.
- Timeline for this project begins once SFM has both a signed proposal and deposit. Delivery/ installation dates can be locked in at that time.
- SFM assumes City of Colusa will be expedient in responding to communications, including approval of drawings.
- The above includes time to order/receive material required for fabrication and SFM vendor efforts, when applicable. *NOTE: Due to current supply chain challenges, some supplier lead times may fluctuate and cause delays to the timeline.*

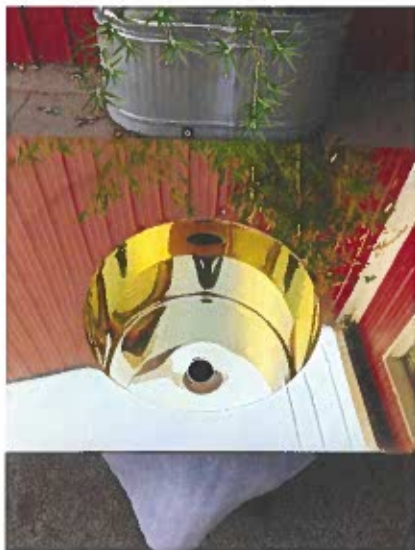
A few of SF Metalworks' Past Projects



Copper awning.



Steel bar counter.



Brass counter with round sink.



A solid stair structure to be clad in stone and wood for private residence in Hawaii. [Case Study >>](#)

Our Custom Metal Fabrication Process

Commitment

1. Client signs the proposal <-- we are here :)
2. SFM sends an invoice for deposit
3. Client pays invoice

Alignment

1. SFM initiates the work
2. SFM meets internally, confirms schedules and communicates updated timeline with Client (based on estimated timeline in proposal)
3. SFM sends someone to site measure (if needed)
4. SFM drafts drawings for approval (if needed)
5. Client approves drawings

Production

1. SFM proceeds to order materials and fabricate
2. SFM invoices for balance of fabrication
3. Client pays fabrication balance
4. SFM arranges install/delivery date with Client

Delivery

1. SFM delivers (or installs)
2. SFM invoices for balance of installation (if SFM is installing)
3. Client pays installation balance (if SFM is installing)

Sign-off

SF Metalworks proposes to City of Colusa outlined in this proposal for an all-inclusive fee of \$87,302.00. This includes project management, equipment, materials, labor, scheduling, supervision, and quality assurance.

Additional charges will be included if changes are made to the project scope once this document has been signed and/or differences between the allowance outlined above and the actual cost of these items varies.

The next step is to agree to this quote (in addition to any changes that have been noted in the presentation of this document) and to sign the contractual agreement which references the document above.

SF Metalworks

 SIGNATURE
Ron Moore

Ron Moore
Owner

Not yet accepted

City of Colusa

 SIGNATURE
Jesse Cain

Jesse Cain
City Manager

Not yet accepted

Payment Method: Will you pay deposit by check, ACH bank transfer or credit card?

NOTE: Credit card payments include a 3% fee. Sending a check in the mail may delay the start of a project.