



CA Contractors Lic# 1005975

1023 Main Street. Colusa, CA 95932

530-458-2299 office - 530-458-2238 fax

[www.absbuildersinc.com](http://www.absbuildersinc.com)**BID PROPOSAL**

<b>SUBMITTED BY:</b>	Amy Schmidt <a href="mailto:amy@absbuildersinc.com">amy@absbuildersinc.com</a> 530-312-9377 cell	Bill Schmidt <a href="mailto:bs@absbuildersinc.com">bs@absbuildersinc.com</a> 530-383-3891 cell
<b>CUSTOMER:</b>	Glanris	<b>DATE:</b> 01/10/2025
<b>CONTACT:</b>	Jason Inoff <a href="mailto:jino@glanris.com">jino@glanris.com</a>	<b>VALID THROUGH:</b> 02/10/2025
<b>PROJECT NAME &amp; LOCATION:</b>	Pirelli Plant Improvements Colusa, CA	

**PROJECT SCOPE:**

Labor and equipment to demolish and dispose of the faraday cage, press brake and grating, catwalks, and unused overhead piping to allow for room for installation of kilns.  
Estimate: \$90,000

Labor, materials, and equipment to remodel 10' X 30' office complex which includes second story offices, one bathroom, one breakroom, and one storage room. Scope includes replacement of lights and plugs, flooring, plumbing and fixtures, paint, doors, ADA accessories, and signage. Pricing estimate \$160,000

Electrical scope will include one new electrical panel on the west side of the facility leased area, new overhead lighting, and conduit/power to kilns and conveyors. Pricing estimate: \$255,000

Approx 100' of new ¾" galvanized steel pipe for water to kiln skids. Pricing estimate: \$19,000

Roof framing, curb, and ventilation stacks for kiln exhaust. Pricing estimate: \$48,000

Clean existing 12" X 12" X 220' concrete troughs, dowel into existing concrete sides, and pour new concrete. Pricing estimate \$24,000.

New 25' X 45' X 20' roof only metal building structure with a 6" concrete slab with #4 rebar 18" on center. Pricing estimate \$69,000

Daily rate for Superintendent \$1,250 per day. (No half rate)

**Total: \$665,000.00**

**Sign to accept bid proposal and contract terms:**

  
  
  

_____	_____	_____
Signature	Printed Name/Title	Date

**Standard Clarifications & Exclusions**

- *Pricing subject to change upon final engineered plans or specification. Any permit requirements by the City of Colusa excluded.*
- *Foundation engineering can change the dimensions and size of footings and foundations. Prices contained within are sizes general in nature. Should engineered data required a change from the quoted dimensions we reserve the right to change pricing to reflect changes via contract change order.*
- *Pricing excludes cranes or scaffolding.*
- *Permit to be obtained by owner. Pricing excludes any atypical requirements by local agency within permitting process.*
- *Excludes utilities (capping, removing, or other), permits, testing, inspections, certified welding, or special testing.*
- *Excludes any additional labor costs for off hours work or holidays, overtime, special insurance in excess of our standard insurance.*
- *Excludes any other parts that are not listed.*
- *Excludes temporary power.*
- *All engineering.*

**CONTRACT TERMS**

**Article 1. Time of Completion.** Contractor shall commence work hereunder upon receipt of written notice to proceed and issuance of valid permit from Owner and shall provide the project schedule of working days projected at that time. A working day is defined as any day except Saturdays, Sundays, and legal holidays and except days on which the Contractor is prevented by conditions beyond his control or by inclement weather (including extreme heat) or conditions resulting therefrom, adverse to current controlling operation(s), from proceeding with at least 90 percent of the normal labor and equipment force required for such operation(s). At the option of the Contractor, this agreement shall be void unless notice to proceed is received within ten (10) working days following execution of the agreement by Owner.

**Article 2. The Contract Price.** The owner shall pay the contractor, as full compensation for all the work performed under this proposal and construction contract the sum outlined in the **“Contract Proposal”** subject to additions and deductions pursuant to authorized change orders.

**Article 3. Payments.** Contractor payments are due on receipt of invoice and will be subject to finance charges and additional fees if payment is not received within 30 days. Invoices will be issued monthly and billed on a percentage completion basis in accordance with the schedule of values.

**Article 4. General Provisions.**

Any alteration or deviation from the prescribed work, including but not limited to any such alteration or deviation involving additional material, equipment, and/or labor costs, will be executed only upon a written order for the same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made. A failure to make payment for a period in excess of thirty (30) days from the due date of the payment shall be deemed a material breach of this contract. In addition, the following general provisions apply:

1. All work shall be completed in a workmanship-like manner and in compliance with all-applicable laws, ordinances, statutes, rules, and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government and particularly those regulations relating to hours and working conditions.
2. Contractor shall have the right to subcontract any portion of the work hereunder, and all work performed by subcontractors shall be subject to all the applicable terms and conditions of the contract documents.
3. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time next periodic payment shall be due.
4. Contractor is responsible for repairs or replacement from faulty materials and workmanship that appear within the period of one (1) year from the date of completion of work under this contract. Any owner adjustments or alterations to construction workmanship will void this warranty and contractor's responsibility. Warranty does not include any failures or operations defects caused by lack of manufacturer required maintenance or self-performed maintenance for components including moving doors such as Bifold or hydraulic doors.
5. Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments arising from or out of any negligence of Contractor, its agents, employees or subcontractors, in performing the work under this Contract.
6. Contractor shall maintain such insurance as will protect it from claims under workmen's compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this contract. A certificate of such insurance shall be filed with the owner if he so requests. ABS Builders, Inc. carries a standard \$1 million each occurrence and \$2 million aggregate Commercial General Liability Policy, Workers Compensation coverage, Auto Insurance, with additional insured endorsements. Any cost increases from required insurance beyond our standard insurance will be borne by the customer.
7. In the event sub-surface or latent physical conditions differ materially from those indicated in this Contract, or in the event there exist unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered in work of the character provided for in this Contract, Contractor shall advise Owner of the existence of such conditions and the parties shall equitably adjust the contract price to provide for any increase resulting from such condition.
8. Contractor shall not be held liable for any delay due to circumstances beyond its control, including, but not limited to, Acts of God, or of the public enemy, acts of any governmental agency, in either its sovereign or contractual capacity, fire, flood, epidemics, strikes, freight embargoes, inclement weather (including extreme heat), over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by Vendors or other Contractors.
9. Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the work done hereunder, the prevailing party shall be entitled to costs and reasonable attorneys' fees, which may be set by the court in the same action or in separate action brought for the purpose, in addition to any other relief to which he may be entitled.
10. Permits, inspection fees, soils tests, engineering, staking, fees for utility connections, and/or other such similar items required for the performance of work hereunder shall be the responsibility of the owner or will be managed by contractor in the form of a change order once the contract has been signed. Cost plus 25%.
11. Any notice required or permitted hereunder may be served personally on the duly authorized representative of the owner at the job site, or may be served by certified mail directly to the address of the party shown on this contract.

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12. This agreement shall be binding upon and insure to the heirs, successors, and assigns of the parties hereto.
13. Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
14. This Proposal and Construction Contract shall be void if Owner is unable to demonstrate to the satisfaction of the Contractor prior to commencement of work his or her ability to make payments for the work to be performed hereunder in the manner and at the times set forth herein.
15. If it becomes necessary for contractor to retain the services of any attorney to collect any monies pursuant to this Contract, Owner shall pay said fees in addition to any monies owed or any damages awarded.
16. It is understood and agreed that each provision of this contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the State of California and this contract shall be deemed to have been entered into at State of California, County of Colusa.

**Article 6.** Contract Documents. The contract documents shall consist of this Construction Contract and the Contract Proposal.

California Law requires the following statement to be included in a written contract when the contractor performs work as a prime contractor within the State of California to which the written contract applies: **"Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P. O. Box 2600, Sacramento, California 95826."**