

GEORGE REED, INC.

P.O. Box 548, Sonora, California 95370



PROPOSAL 01-019A

April 20, 2001

Odd Fellows Park Homeowners Association
Attn: Randy
P. O. Box 116
Long Barn, CA 95335
Telephone (209) 586-4065

**Project: Speed Reducing Undulation (Speed Dip)
Wheeler Road, Odd Fellows Park, Long Barn, CA**

GEORGE REED, INC. hereby proposes to furnish all labor, equipment and material to complete the following:

1. Excavate and pave asphalt undulation (speed dip) across the full width of Wheeler Road, at a location to be indicated by Owner. Undulation to be 2 ft. wide from rim to rim, and 4" deep at its lowest point, as specified by Owner.

Lump Sum \$ 2,000.00

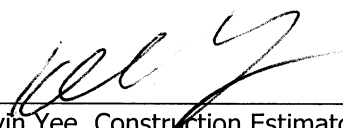
Notes, Conditions

1. The following are not included: Construction staking, lines, grades or engineering; permits, permit fees, testing or inspections; removal, relocation or adjustment of utilities; raising of manhole, water valve or utility covers to grade; pavement markings, signs; erosion control, soil sterilant, seeding or planting.
2. Excavated material is to be disposed of on Odd Fellows property.
3. This proposal provides for only one move-in; additional move-ins at \$500.00 each, if required.

Thank you for the opportunity to furnish this proposal. To accept, please initial the selected options, sign, date, and return one copy.

GEORGE REED, INC.

OWNER

By: 
Kelvin Yee, Construction Estimator

By: _____
Authorized Agent

Date

This proposal is quoted for acceptance within 10 days, applies only to the project specified, and is based on the work being performed before September 31, 2001. When accepted by Purchaser, this proposal constitutes a binding contract between the parties hereto, incorporating the General Provisions on the reverse hereof as well as Attachments, if any. Payment terms: Net upon completion.

GENERAL PROVISIONS

1. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, whose address is: Contractors State License Board, P. O. Box 26000, Sacramento, CA 95826.
2. Performance and/or delivery shall commence not later than specified on the front page. In the event of delays caused by Purchaser beyond that date, cost increases (if any) shall be charged to Purchaser's account.
3. Contractor shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Contractor's reasonable control.
4. Unless expressly agreed in writing, Contractor shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.
5. No promises, agreements or understandings have been made other than contained herein. No agent has any authority to obligate Contractor to any terms or conditions not herein expressed unless approved in writing.
6. All payments are to be made by Purchaser to Contractor's address shown on the front page. Accounts are due and payable in accordance with the terms shown on the front page. When applicable, contractor will submit progress pay estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.
7. The bases for payment are:
 - a) Lump Sum Contract: The contract amount, plus or minus any changes mutually agreed upon in writing.
 - b) Item Price Contract: Calculated quantities based on measurements of completed work in place, or substantiated by load (weight) tags and/or scale sheets for materials delivered and incorporated into the work, multiplied by the applicable Item Prices.
8. The Finance Charge on past due accounts is a fixed amount of 1.5% per month on the principal balance due, which is equal to an annual percentage rate of 18%. In the event of nonpayment of a past due account, the entire amount of both principal and interest accrued at such time shall become due, payable and collectible without notice at the option of Contractor. Purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, as well as any court costs incurred in collecting the past due account.
9. Failure of Contractor to enforce any of these conditions or to exercise any right shall in no way affect such rights, and no such failure shall be construed as a waiver in respect to other or future occurrences.

GEORGE REED, INC.

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ATTACHMENT A To Construction Contract (Proposal No. 01-019A dated April 20, 2001) Indemnification for Construction of Roadway Speed Devices

George Reed, Inc. (Contractor) and Odd Fellows Sierra Recreation Association (Owner) agree as follows:

- 1) The Construction Contract that incorporates this Attachment A involves construction of roadway speed control devices such as parking bumpers, speed bumps and speed dips or undulations (Roadway Speed Devices) on Owner's privately owned roads described in the body of the Construction Contract.
- 2) Owner has sole responsibility for specification of the design, location, size and number of Roadway Speed Devices to be constructed. Owner's specifications for the Roadway Speed Devices must include construction or installation of adequate warning signs and pavement markings for the devices.
- 3) Owner will indemnify and hold Contractor harmless from all claims or liabilities arising from or related to its construction of the Roadway Speed Devices as soon as Owner accepts the devices as being in substantial compliance with Owner's specifications.

GEORGE REED, INC.

**ODD FELLOWS SIERRA
RECREATION ASSOCIATION**

By *Kel Z*
Date 04.20.01

By _____
Date _____

OWNER'S ACCEPTANCE

Owner acknowledges that Contractor has completed construction of the Roadway Speed Devices and that the devices are in substantial compliance with Owner's specifications.

(Owner)

By _____
Date _____