

GEORGE REED, INC.

P.O. Box 548, Sonora, California 95370



Bank Copy

PROPOSAL S05-045

May 4, 2005

Odd Fellows Sierra Rec. Assoc.
Attn: Bob Snell
P. O. Box 116
Long Barn, CA 95335
Telephone (209) 577-5443 (office)

Project: PAVING OVERLAY

George Reed, Inc. proposes to furnish all labor, equipment and material to complete the following:

- 1) Clean and pre-patch low areas.
Pave Deborah with two inch compacted thickness of asphalt concrete.
Approx. 350 tons @ \$71.00/ton **\$ 24,850.00**
- 2) Place pavement reinforcing fabric prior to paving.
Approx. 2,888 SY @ \$ 1.80/SY **\$ 5,198.40**

Conditions, Stipulations

- 1. One move-in is included; each additional move-in \$1,000.00.
- 2. The following are specifically excluded:
Permits, permit fees; testing, inspections; construction staking; lines, grades, engineering; construction water.
- 3. Billings to be based on quantities actually installed.
- 4. Terms of payment: Progress Pay Estimates.
- 5. Pricing is subject to revision after September 5, 2005.

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

George Reed, Inc.

Purchaser

By: *Kel Y*
Kelvin Yee, Estimator/Engineer

By: *mc* *5-21-05*
Authorized Signature Date

This proposal is quoted for acceptance within 10 days and applies only to the project specified. When accepted by Purchaser, this proposal constitutes a binding contract between the parties hereto, incorporating the General Provisions on the reverse as well as any Attachments.

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.