

D. S. S. GENERAL ENGINEERING
Specializing in Mountain Areas

NEGOTIATED AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT BETWEEN

Brush Road Corporation
(herein known as the "Owner")
and

DSS General Engineering
(herein known as the "Contractor")

For services in connection with the following described earthquake repair project: install paving and culverts on Brush Road.

Scope of Work:

Exhibit "A", delineating Task 1- Culverts and Task 2-Paving/petromat and wrap.

Exhibit "B," Memo from P. Michael Hunt, dated October 11, 1991, clarifying specifications detailed in Exhibit "A".

Time of Commencement and Completion:

The work will commence on October 21, 1991, and will be substantially completed by November 1, 1991.

Cost of Work:

Task 1. Culverts(6)	\$11,000.00
Task 2. Paving/wrap/mat	49,000.00
Total	\$60,000.00

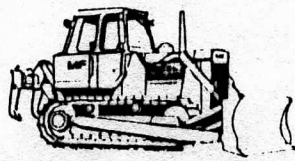
Employees of Contractor as well as those of sub-contractors are covered under a standard policy of Workmens Compensation. Additionally, the Contractor maintains \$1,000,000.00 in Liability Insurance.

Payment Schedule:

AT EXECUTION OF CONTRACT.....	\$10,000.00
AT 50% COMPLETION.....	25,000.00
BALANCE at completion.....	25,000.00

40 Fairview Plaza • Los Gatos, CA 95030
Contractor Lic. #A534059 • Off: (408) 354-9047 • FAX: (408) 354-7392

EXHIBIT "A"



D. S. S. GENERAL ENGINEERING

Specializing in Mountain Areas

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:

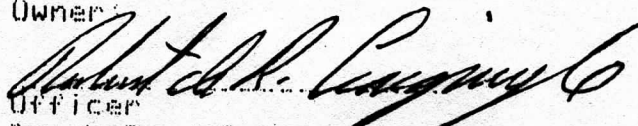
Contractors State License Board
3132 Bradshaw Road
P.O. Box 26000
Sacramento, CA 95826
STANDARD PRIME CONTRACT
BETWEEN OWNER AND CONTRACTOR

THE ABOVE IS HEREBY UNDERSTOOD AND AGREE TO:

This 18th day of October, 1991

Attest:

Owner:


Officer

Brush Road Corporation

Attest:

Contractor:

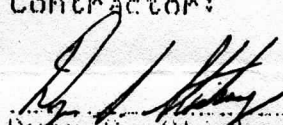

Dyer S. Stilkney, Pres.
DSS General Engineering

EXHIBIT "A"

TASK 1 - CULVERTS

1.1 CONTRACTOR will remove all existing culverts with the exception of culvert 1 at 20720 Brush Rd located outside the gate.

1.2 CONTRACTOR will bed and prepare soil for installation of new standard 18" culverts and install CMP 18" culverts.

1.3 CONTRACTOR is responsible for all hauling away of excess material (debris).

1.4 CONTRACTOR will be responsible to expose all wrap area for preparation of paving.

1.5 CONTRACTOR will be responsible for the installation of two #4 rebar at the entrance of each culvert.

TASK 2 - PAVING/PETROMAT AND WRAP

2.1 CONTRACTOR shall clean road of all excess debris prior to paving.

2.2 CONTRACTOR will be responsible for laying of Petromat on all of paving.

2.3 CONTRACTOR will install 1 1/2 inch AC.

2.4 CONTRACTOR will be responsible for install new wrap where existing wrap and gutters are now located.

2.5 CONTRACTOR is responsible to install a berm approximately 144 feet in length almost opposite Faris residence.

2.6 CONTRACTOR is responsible to construct a berm at the second driveway of the residence of J. Hench that will allow water to run across his road pursuant to the understanding and direction of M. Hunt.

OTHER CONDITIONS OF CONTRACT

1. If, during construction, work performed to contract specifications is changed by weather, added costs to complete work will be billed to CLIENT on a time and material basis.

2. It is understood that the CONTRACTOR is doing this project on a low-profit margin so that the budget constraints of Brush Rd. Homeowners can be met. In order that the CONTRACTOR accomplish this project as agreed, Brush Road must be free of traffic during construction hours (8:30 A.M. through 4:30 P.M.).

It is agreed that the Road shall be closed to all traffic during these hours from October 28, 1991 through October 31, 1991. Work will cease at 3:00 P.M. on October 31, 1991 in order to accomodate Halloween festivities along Brush Rd. Any delays, due to traffic, will significantly affect the CONTRACTOR's ability to complete the project for amount and time agreed upon. Said delays, not the fault of CONTRACTOR, shall be charged to the CLIENT on a Time and Material Basis.

3. CONTRACTOR'S sole contact with CLIENT is Mr. Mike Hunt unless otherwise directed by Mr. Hunt.

4. Change orders will be authorized by Mr. Mike Hunt and will be billed separately on a time and material basis.

5. CONTRACTOR shall post construction schedule at gate on Brush Rd.

1. ROAD.
 2. BERMING
 3. BEA WERT
- EXTRA WORK

Today! (90 Talk with Mike Hunt)

2 up - 1 near 8395 SAT

(Hard-Brim 420) (60.000)

18" 19.52 p Feet
16 p coupling 60.

[60.000]

(15th Oct. Start)
(ALL SUBS!)

(2 Feet) (1/2 Beckner MAT.)

(RE-BAR. CUBUNETS)

BECKNER UP

2 Bases

⊕ 2 FT FLAIR

2 Bases

C2: Dissipater

8425/391 E

84.7 548'
568'

