

Pete Messa & Sons Inc.

26690 San Jose-Soquel Rd.

Los Gatos, CA. 95033

License # 403017

Telephone: (831)476-8221

Fax: (831)476-5947

BID PROPOSAL

DATE: 5/1/09

CUSTOMER NAME & ADDRESS:

Brush Road Corporation

21105 Old Well Rd., Los Gatos, Ca. 95033

PROJECT NAME & ADDRESS:

Brush Rd. Culvert Repair

Brush Rd., Los Gatos, Ca.

PLANS & SPECIFICATIONS:

1. Scope of Work as designed and directed by Brush Rd. Corporation. Brush Rd. Corporation is responsible for all required engineering, inspection, site specific permits / right of ways / and any legal fees associated with such requirements.

PLEASE REVIEW THE FOLLOWING BID ITEMS FOR SITE WORK ON THE ABOVE REFERENCED PROJECT. WE PROPOSE TO PROVIDE LABOR, EQUIPMENT, AND MATERIALS TO COMPLETE THE FOLLOWING WORK:

Provide improvements for Repair at Brush road culvert location as described herein. Work to proceed as designed & directed by Brush Rd. Corporation. Pete Messa & Sons, Inc. does not warranty repair design. Brush Rd. to remain open to traffic during repair work. Delays to passage not exceeding 10 minutes should be expected during staging and delivery operations. Traffic control and safety barricades to be provided at all times and as necessary to insure smooth and safe execution of the following scope of work:

- 1. Subdrain Installation:** Excavate to expose and remove 10 lineal ft. section of existing 24" diameter corrugated steel culvert pipe from existing concrete weir in downstream direction. Remove existing corrugated steel pipe riser at existing concrete weir. Place 4 inch diameter PVC SDR35 perforated pipe from weir location downstream through existing 24 inch diameter corrugated steel for a distance to be determined by existing blockage or misalignment of steel pipe. Connect 4 inch diameter PVC SDR35 vertical inspection riser to proposed finish grade at weir location. Deliver and place Class 2 permeable drain rock from existing channel flowline elevation to elevation 12 inches above top of existing concrete weir extending downstream to Brush Rd. embankment and extending 35 lineal feet upstream from weir with minimum depth of drain rock

at 18 inches above existing channel flowline.

- 2. Fill Placement:** Deliver, place and compact approximately 500 C.Y. clean fill dirt from drain rock elevation to proposed finish grades.
- 3. New Culvert Placement:** Install 130 lineal ft. of 48 inch diameter HDPE pipe at minimum 2% gradient extending from 35 lineal ft. upstream of existing concrete weir to downstream side of Brush Rd. embankment including 20 ft section of slope side pipe anchored to down slope embankment. Provide minimum cover 24 inches at Brush Rd. crossing. Install and connect 24 inch diameter HDPE vertical riser pipe with grate and cover for drain inlet/maintenance riser at location approximately 20 ft from uphill edge of Brush Rd. Provide grading to establish surface drainage pattern to drain inlet. Connect 8 inch diameter PVC SDR35 pipe to replace existing culvert pipe from uphill Brush Rd. Construct 4 ft high reinforced (#4 rebar @ 1 ft. on centers) concrete wing wall/ floor structure at inflow of 48 inch HDPE pipe to extend 4 ft upstream from pipe. Dowel floor to existing bedrock as possible. Install removable steel grate (#4 rebar @ 1 ft on centers) at pipe inflow.
- 4. Brush Rd. Asphalt Repair:** Place 3 inch thick AC over 12 inch thick compacted Class 2 baserock to repair 8 ft wide sawcut section required for new culvert installation across Brush Rd. Does not include road widening or realignment.
- 5. Energy Dissipator:** Deliver and place fill dirt and provide minor grading at downstream side of Brush Rd. as required to direct channel flow downhill from 48 inch culvert pipe outfall. Deliver and place 4" by 8" rock rip-rap 10 ft wide by 12 inch thick with filter fabric underlayment from 48 inch culvert pipe outfall to outfall of existing 24 inch corrugated steel pipe.
- 6. Erosion Control:** Place straw mulch and seed with standard erosion control mix all disturbed slopes. Place straw wattle at line of state right of way.

TOTAL COST: \$74,750.00 (valid 30 days only)

EXCLUSIONS:

- 1) All required engineering, design, consultation, material testing, soil density testing, surveying and staking.
- 2) Cost and provision of any required site specific permits, right of ways, inspections, and material tests, unless otherwise noted herein.
- 3) All costs relating to the discovery of contaminated materials or toxins on this project site.
- 4) Installation, relocation, and/or removal of utilities and undisclosed underground objects such as tanks and utilities.
- 5) Cost for Bonding, if required.

- 6) Protective fencing, if required, unless otherwise noted herein.
- 7) Erosion control measures such as seeding, mulching, netting, silt fencing, etc., unless otherwise noted herein.
- 8) Sub-excavation below lines and grades shown on plans. No Soils Report was provided.

THANK YOU FOR THE OPPORTUNITY TO PROVIDE INPUT ON THIS PROJECT. IF YOU HAVE ANY QUESTIONS REGARDING THIS BID AND PROPOSAL, PLEASE CONTACT ME AT (831) 476-8221. PAYMENT TERMS: PROGRESS PAYMENTS DUE MONTHLY AND/OR ANY UNPAID BALANCE DUE UPON SATISFACTORY COMPLETION OF SCOPE OF WORK. CONTRACT PROVIDED UPON REQUEST.

Sincerely,



**PETER G. MESSA, PRESIDENT
PETE MESSA & SONS, INC.**

ACCEPTANCE OF TERMS OF THIS PROPOSAL:

BY:

PRINT NAME:

TITLE:

DATE:

Pete Messa & Sons, Inc.
General Engineering Contractor
26690 Soquel San Jose Rd.
Los Gatos, Ca. 95033
License # 403017

Construction Contract #091

Date: 5/5/09

Customer Name & Address:

Brush Road Corporation c/o Kurt Anslinger
21105 Old Well Rd.
Los Gatos, Ca.

Project Name & Address:

Brush Road Culvert Repair
Brush Road
Los Gatos, Ca.

Project Owners Name & Address:

Brush Road Corporation
21105 Old Well Rd.
Los Gatos, Ca.

Plans & Specifications:

1. As designed & directed by Brush Rd. Corporation. See enclosed **Bid Proposal** dated 5/1/09, hereby incorporated into these Contract documents, for Scope of Work for **Brush Road Culvert Repair** to be performed by Pete Messa & Sons, Inc. All required engineering design, testing of materials, testing of work in place, supervision of work in progress, provision of required site specific permits, provision of required right of ways, and fulfillment of all public works requirements are the sole responsibility of Brush Road Corporation.

Agreement to Perform Work: Pete Messa & Sons, Inc, hereinafter referred to as "Contractor", agrees to provide necessary labor, materials, equipment, and appliance to perform and complete in good workmanship manner the following **Scope of Work:**

1. See enclosed Bid Proposal dated 5/1/09 the terms and conditions of which are hereby incorporated into these Contract documents.

Total Contract Cost to Customer:

\$74,750.00 (Seventy Four thousand Seven hundred Fifty dollars)

Standard Provisions:

1. **Completion of Work:** On or before the date set for completion of any phase of the work, Contractor shall notify Customer that completed work is finished and ready for inspection, at which time, Customer will inspect the work to ascertain if it is in accordance with this agreement. Upon written notice within three (3) days that work is not acceptable under this agreement., Contractor will timely remedy any defect. Upon acceptance of the work, Customer will complete and submit any required certificate of completion in order that Contractor may be paid.
2. **Payment:** Payment schedule enclosed. Periodic progress payments will be made as completion of the work progresses, and/or final payment in full upon completion, based upon standard written requests for payment. Amounts are due within 31 days of the billing statement date, and considered late if not received within this amount of time. Customer agrees that any amount stated in any billing from the Contractor to the Customer is correct, conclusive, and binding on Customer unless Customer, within seven (7) days from the date of receipt of the billing, notifies Contractor in writing of any particular problem with completed work. If the Customer does not pay the Contractor through no fault of the Contractor within seven (7) days after the due date, the Contractor may, without prejudice to any other remedy he may have, stop work until payment of the amount owing has been received. The Contract Price shall, by appropriate adjustment, be increased by the amount of the Contractor's reasonable costs of shutdown, delay, and startup. Amounts due and unpaid under this Contract shall bear interest from the date the payment is due at 1.5% per month on the late balance. In the event of any arbitration or litigation between the parties concerning the work herein, or should it be necessary to employ an attorney to collect any sum herein, the party prevailing will be entitled to reasonable attorneys fees and court costs. Lien releases will be provided by Contractor when payments have been received.
3. **Subsequent Changes:** Any Changes , including additions or deletions, from the work described herein, must be made the subject of a written agreement, memorandum, or change order, in which such change is authorized by Customer and accepted for performance by Contractor. In the absence of such written change order, Customer will have no cause for action against Contractor for failure to deviate from the terms of this Contract. It is agreed that any such additions and/or modifications will constitute and be the subject of a change order and will be performed on a cost of time, equipment, labor, and materials basis plus 18% markup. Materials cost will be suppliers invoice price, Labor and equipment will be charged in accordance with current State of California, Department of Transportation, "Equipment Rental and General Prevailing Wage Rates" guide.
4. **Arbitration:** All claims, disputes, and other matters in question arising out of, or relating to this Contract, or breach thereof, shall be decided by arbitration, which shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall take place at a location agreed to by the parties or, if they cannot agree by seven (7) days before the commencement of the arbitration, at any location selected by the arbitrator at San Jose, California. If any party, after being duly notified, fails to appear, participate, or produce evidence at an arbitration hearing, the arbitrator may award based solely upon the evidence actually presented. The prevailing party to the arbitration shall be awarded, in addition to any other relief to which it is entitled, reasonable attorney's fees and expenses.
5. **Disclosure:** Contractor and Customer agree that undisclosed underground obstructions, hazards of condition (man made or natural) which retard or impede the performance of this agreement shall be, at the time of disclosure or discovery, the basis for a change in accordance with paragraph 3 herein, Subsequent Changes. This includes discovery of contaminants or toxics at the project site.
6. **Official Requirements:** Customer will obtain at the Customer's own expense all necessary job specific permits, licenses, authorizations, and rights of way required to authorize or permit all or any portion of the work to be performed under this Contract, and will timely furnish to Contractor, at his request, copies of any certificates, permits, or other documents evidencing compliance with such laws, ordinances, or other regulations of governmental agencies which may apply.
7. **Engineering:** Design, surveying, and inspection are the responsibility of the Customer. Contractor shall be responsible to provide a work schedule to Customer at least 48 hours prior to any required inspections so that they can be scheduled. Failure of Customer to perform or have performed any

required inspection or test within 48 hours subsequent to Contractor's request, shall constitute a delay for which the Contractor's costs of delay will become the responsibility of the Customer. Customer shall inform Contractor with written notice 48 hr in advance of any inspection requirement for any work item scheduled to be performed.

8. **Rights of Independence:** Customer agrees that the Contractor is an independent Contractor and that Contractor is not bound by any contract or labor agreement which customer may have with any entity or person not a part of this agreement.
9. **Successors and Assigns:** this Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **Binding Condition of Contract:** In the event that any provisions to this Contract shall be held invalid and unenforceable, the remaining provisions of this Contract shall be valid and binding on the parties hereto.
11. **Safety:** Contractor shall take all reasonable safety precautions with respect to his work. Contractor shall keep the jobsite free from hazards and the unreasonable accumulation of waste materials. Contractor shall cooperate in the scheduling and the performing of work to avoid conflict, hazard, or interference with others duly authorized to perform work.
12. **Insurance:** Contractor agrees to provide, at his own expense, continuously during Contractor's performance of the work herein, appropriate property damage and public liability insurance against all claims and damages arising directly from the performance of the work undertaken herein. Contractor agrees to abide by all applicable laws regarding workman's compensation insurance. Certificates of insurance documenting Contractor coverages and limits will be provided upon request.
13. **Warranties:** Customer represents that he is the person legally authorized, whether by virtue of ownership or tenancy interest, agency relationship with any such interest, or otherwise, to enter into this agreement for Contractors services and goods. Customer will keep the property and any improvements or materials on it free from any obtrusive or conflicting claims that would impede Contractor's work or interfere with his performance.
14. **Effective Date:** This Contract shall be effective upon the date the last signatory required to execute this Contract shall have executed and delivered the same. Work will commence within 30 calendar days and will proceed continuously until completion according to the project work schedule.

ACCEPTANCE: In Witness Whereof, the parties hereto have executed this Contract on the respective dates set forth below. Customer agrees to the terms, provisions, and conditions set forth herein and agrees to pay Contractor for all work satisfactorily performed. Please sign below and initial all pages including enclosed Bid Proposal, Payment Schedule, any Addendums, and the State required Disclosure Notices to acknowledge receipt. Return one signed copy of all documents to Contractor and keep one copy for your records.

CONTRACTOR:

Pete Messa & Sons, Inc.

BY:

Peter G. Messa

Peter G. Messa/President

DATE:

5/5/09

CUSTOMER:

BY:

TITLE:

DATE:

Pete Messa & Sons, Inc.

26690 Soquel San Jose Rd.
Los Gatos, Ca. 95033
Telephone: (831) 476-8221
Fax: (831) 476-5947

General Engineering Contractor
License #403019
messainc@earthlink.net

Payment Schedule

May 5, 2009

Customer: Brush Rd. Corporation, Los Gatos, Ca.

Project: Brush Rd. Culvert Repair Contract #091

Contract Amount: \$74,750.00

Payment schedule is hereby incorporated as part of Contract Documents for Brush Road Culvert Repair as follows:

1. Upon signing and executing this Contract - 10% of total Contract Amount due and payable - \$7,475.00
2. Upon completion of mobilization phase which includes placement of K-rail safety barrier, reflectors, and signs – 10% of total Contract Amount due and payable - \$7,475.00
3. Periodic progress payments based upon completion of required phases of work as described in Contract Standard Provision #2 entitled "Payment".
4. Upon completion of the entire Scope of Work required under this Contract, Contractor will provide written notice of completion to Customer. Within (3) working days of receiving completion notice, Customer must notify Contractor in writing of any defect requiring completion or correction. Customer may retain 10% of total Contract Amount - \$7,475.00 - for a period of time as required to remedy any such defects. See Contract Standard Provision #1 entitled "Completion of Work" for more details.

ACCEPTANCE: Signature of Owner/Representative

DATE:

California State License Board **Owner's Disclosure Notice**

Contractors are required by law to be licensed and regulated by the Contractor's 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, Sacramento, California.

State law requires anyone who contracts to do construction work to be licensed by the Contractor's State License Board in the license category in which the contractor is going to be working, if the total price of the job is \$300.00 or more (including labor and materials).

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractor's State License Board may be unable to assist you with a complaint. Your only remedy against an unlicensed contractor may be in Civil Court, and you may be liable for damages arising out of any injuries to the contractor or his employees.

You may contact the Contractor's State License Board to find out if this contractor has a valid license. The Board has complete information on the history of licensed contractors, including any possible suspensions, revocations, judgements, and citations. The Board has offices throughout California. Please check online, in the government pages of the telephone directory, or call (800) 321-CSLB for more information regarding the office nearest you.

NOTICE TO OWNER REGARDING MECHANICS' LIEN LAW

To: OWNER

Brush Rd. Corporation
(Name)

(Street Address)

(City)

From: CONTRACTOR

Pete Messer & Sons, Inc
(Name)

26690 Soquel San Jose Rd.
(Street Address)

Los Gatos, CA 95033
(City)

(408) 438-1016
(Telephone)

Re: PROPOSED WORK OF IMPROVEMENT

Brush Rd Culvert Repair
(Description of Work To Be Performed)

Brush Rd, Los Gatos, CA
(Location Of Job Site)

In accordance with Section 7018.5* of the Business and Professions Code of the State of California (Contractors License Law), as effective July 1, 1984, the following "Notice To Owner" is tendered to the owner(s).

NOTICE TO OWNER

Under the California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Original (or prime) contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid. (Generally, the maximum time allowed for filing a claim or lien against your property is ninety [90] days after completion of your project).

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either com-

plete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Any joint control agreement should include the addendum approved by the Registrar of Contractors.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. This will help to insure that all persons due payment are actually paid.

(4) After making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional lien releases signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. On projects involving improvements to a single family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a claim against your property. In other types of construction this protection may still be important, but may not be as complete. TO PROTECT YOURSELF UNDER THIS OPTION YOU MUST BE CERTAIN THAT ALL MATERIAL SUPPLIERS, SUBCONTRACTORS AND LABORERS HAVE SIGNED.

Method of Serving Notice: Personal Service First Class Mail First Class with Certificate of Mailing (P.O.D. Form 3817)
 Certified Mail Registered Mail

Date 5/5/09 Contractor or Contractor's Agent Pete Messer for Pete Messer Sons, Inc
(Sign Here)

Acknowledgement _____
(Owner Sign Here)

OWNER'S COPY

In order to comply with Sections 1190.1 of the California Code of Civil Procedure and Section 4210 of the Government Code, as amended, the following information is required as a part of this contract:

DATE _____

CONTRACT No. 091

CONTRACT PRICE \$ 74,750.00

JOB Brush Rd Culvert Repair

ADDRESS Brush Rd, Los Gatos, CA

1. OWNER _____
(Individual, partnership, corporation, etc.)

(Address)

City State Zip

2. GENERAL CONTRACTOR Pete Messa & Sons, Inc
(Individual, partnership, corporation, etc.)

26690 Soquel San Jose Rd.
Address

Los Gatos, CA 95033
City State Zip

3. LENDING INSTITUTION _____
(if any) (Individual, partnership, corporation, etc.)

(Address of place, trust deed, note, etc., held)

City State Zip

Please return to:

FIRM Pete Messa & Sons, Inc.

ADDRESS 26690 Soquel San Jose Rd

CITY Los Gatos, CA 95033