

NF
Clerk's
Willene

FILED
91-086
91 AUG 29 A8 36

FIRST ORIGINAL
SIGNATURE W/BONDS

BARBARA REED
CLERK
BY *W. Shreiner* DEPUTY

AIA Document A101

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made as of the Eighth day of August in the year of Nineteen Hundred and Ninety-One

BETWEEN the Owner: Douglas County Department of Public Works
(Name and address) 1615 Eighth Street
Minden, Nevada 89423

and the Contractor: Grashuis Builders, Inc.
(Name and address) 2339 Dickerson Road
Reno, Nevada 89503

The Project is: Douglas County Animal Control Shelter
(Name and location) 901 Dump Road
Minden, Nevada

The Architect is: Ganthner Melby Lee
(Name and address) Architects & Planners
5190 Neil Road, Suite 231
Reno, Nevada 89502

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

150 calendar days.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated damages of \$200.00 per day for every day after date of Substantial Completion.

259036

BOOK 891 PAGE 4990

ARTICLE 4
CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of
Four Hundred Forty Thousand Two Hundred Seventeen Dollars
(\$ 440,217.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Alternate C: Metal Standing Seam Roof is accepted for the amount of \$22,713.00.

4.3 Unit prices, if any, are as follows:

259036

BOOK 891 PAGE 4991

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the 30th day of a month, ~~the Contractor shall make progress payments to the Owner on the last day of the month~~ If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-Nine percent (99 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation)

At 50% completion, retainage may be reduced to 5% at discretion of Owner, with recommendation of Architect.

259036

BOOK 891 PAGE 4992

ARTICLE 6
FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

ARTICLE 8
TERMINATION OR SUSPENSION

259036
BOOK **891** PAGE **4993**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

- 9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
- 9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
- 9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 1, 1991, and are as follows:

Document	Title	Pages
----------	-------	-------

See attached Exhibit "A", Page 1 of 1.

- 9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

See attached Exhibit "B", Pages 1-3 of 3.

259036

BOOK 891 PAGE 4994

9.1.5 The Drawings are as follows, and are dated July 1, 1991 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

See attached Exhibit "C", Page 1 of 1.

9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

See attached Exhibit "D", Page 1 of 1.

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

259036

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

PROPOSED

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

SEAL

DOUGLAS COUNTY

OWNER

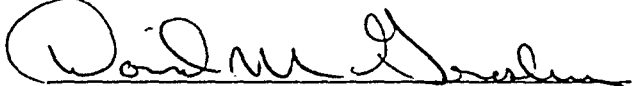


(Signature)

Dr. Michael E. Fischer, Chiarman

(Printed name and title)

CONTRACTOR GRASHUIS BUILDERS



(Signature)

David M. Grashuis Vice-President

(Printed name and title)

259036

TABLE OF CONTENTS

BIDDING REQUIREMENTS

Notice to Contractors	1-2 of 2
Instructions to Bidders	1-5 of 5
Supplementary Instructions to Bidders	1 of 1
Douglas County Prevailing Wage Rates for Public Works, State of Nevada	1 of 1

CONTRACT FORMS

Bid Proposal Forms	1-2 of 2
Bid Bond	1 of 1
Standard Form of Agreement Between Owner and Contractor	1-8 of 8
Performance Bond	1-2 of 4
Labor and Material Payment Bond	3-4 of 4
Change Order	1 of 1
Construction Change Directive	1 of 1
Application and Certificate for Payment	1-2 of 2
Certificate of Substantial Completion	1 of 1

GENERAL CONDITIONS

General Conditions of the Contract for Construction	1-24 of 24
Supplementary General Conditions	1-11 of 11

INDEX TO TECHNICAL SPECIFICATIONS

INDEX OF TECHNICAL SPECIFICATIONS

DIVISION 01

01000	Alternate Construction	1-2 of 2
01010	Summary of Work	1-2 of 2
01100	Temporary Facilities	1-6 of 6
01152	Application for Payment	1-2 of 2
01153	Change Order Procedure	1-4 of 4
01200	Cleaning Clean-Up	1-4 of 4
01370	Schedule of Values	1-3 of 3
01380	Construction Photographs	1-2 of 2
01410	Testing Laboratory Services	1-3 of 3
01500	Shop Drawings, Manufacturers' Data and Samples	1-5 of 5
01600	Materials and Equipment	1-5 of 5
01700	Project Close-Out	1-4 of 4
01720	Project Record Documents	1-4 of 4
01730	Operation and Maintenance	1-4 of 4
01740	Warranties and Bonds	1-2 of 2

DIVISION 02

02102	Clearing and Grubbing	1-2 of 2
02200	Structural Earthwork	1-6 of 6
02221	Earthwork for Site Improvements	1-8 of 8
02225	Excavation, Backfilling and Compacting for Utilities	1-8 of 8
02233	Graded Crushed Aggregate Base Course	1-6 of 6
02573	Bituminous Hot Mix Pavement	1-11 of 11
02710	Fences and Gates	1-7 of 7
02713	Exterior Water Distribution System	1-13 of 13
02722	Exterior Sanitary Sewer System	1-6 of 6
02750	Irrigation	1-9 of 9
02800	Landscaping	1-12 of 12

DIVISION 03

03100	Concrete Formwork	1-5 of 5
03200	Concrete Reinforcement	1-4 of 4
03300	Cast-in-Place Concrete	1-15 of 15
03320	Concrete - Curbs, Gutters, Walks and Drives	1-3 of 3
03345	Concrete Finishing	1-6 of 6

DIVISION 04

04220	Concrete Unit Masonry	1-5 of 5
-------	-----------------------	----------

259036

Exhibit "B"
Douglas County Animal Control Shelter
Index of Specifications

DIVISION 05

05400	Lightgauge Metal Framing	1-4 of 4
05500	Metal Fabrications	1-4 of 4

DIVISION 06

06100	Rough Carpentry	1-6 of 6
06181	Glue Laminated Structural Units	1-3 of 3
06190	Wood Trusses	1-3 of 3
06412	Plastic Faced Cabinet Work	1-4 of 4

DIVISION 07

07210	Building Insulation	1-4 of 4
07320	Composition Shingles	1-6 of 6
07600	Flashing and Sheet Metal	1-5 of 5
07610	Preformed Metal Roof Panels	1-4 of 4
07900	Sealants and Calking	1-6 of 6

DIVISION 08

08100	Metal Doors and Frames	1-7 of 7
08361	Insulated Steel Sectional Doors	1-3 of 3
08710	Finish Hardware	1-9 of 9
08800	Glass and Glazing	1-6 of 6

DIVISION 09

09100	Lath and Plaster	1-4 of 4
09260	Gypsum Wallboard System	1-6 of 6
09270	Rigid Insulation/Wall System	1-2 of 2
09510	Acoustical Ceiling	1-5 of 5
09650	Resilient Flooring	1-5 of 5
09900	Painting	1-10 of 10

DIVISION 10

10400	Identifying Devices	1-3 of 3
10500	Wardrobe Lockers	1-3 of 3
10520	Fire Extinguishers and Cabinets	1-2 of 2
10800	Toilet and Bath Accessories	1-3 of 3

DIVISION 11

Not Applicable

259036

DIVISION 12

Not Applicable

DIVISION 13

Not Applicable

DIVISION 14

Not Applicable

DIVISION 15

15010	Basic Mechanical Requirements	1-15 of 15
15030	Electrical Requirements for Mechanical Equipment	1-4 of 4
15050	Basic Mechanical Materials and Methods	1-8 of 8
15150	Valves and Cocks	1-2 of 2
15250	Insulation	1-4 of 4
15440	Plumbing Fixtures	1-2 of 2
15850	Air Handling	1-6 of 6
15855	Equipment	1-3 of 3
15885	Air Cleaning	1-2 of 2
15890	Ductwork	1-3 of 3
15932	Air Outlets and Inlets	1-3 of 3
15950	Controls	1-3 of 3

DIVISION 16

16000	Electrical	1-30 of 30
	Lighting Fixture Schedule	1-2 of 2
	Panelboard Schedule - A	1 of 1
	S.P.P. Co. Drawing No. PE-0001 U	1 of 1
	S.P.P. Co. Drawing No. TE0011/U/G/W	1 of 1

INDEX

Title Sheet

A-0 General Architectural

CIVIL

C-1 Topography Map
C-2 Horizontal Control
C-3 Utilities Plan
C-4 Grading Plan
C-5 Detail Sheet

ARCHITECTURAL

A-1 Site Plan and Details
A-2 Animal Control Shelter Floor Plan and Schedule
A-3 Animal Control Shelter Sections
A-4 Animal Control Shelter Wall Sections
A-5 Animal Control Shelter Elevations
A-7 Details

LANDSCAPE

L-1 Landscape Plan
L-2 Irrigation Plan
L-3 Landscape/Irrigation Details

STRUCTURAL

S-0 General Structural
S-1 Details
S-2 Foundation Floor Plan
S-3 Roof Framing Plan
S-4 Details

MECHANICAL

M-1 General Mechanical
M-2 Animal Control Shelter Mechanical Floor Plan

PLUMBING

P-1 Plumbing Site Plan, Notes
P-2 Animal Control Shelter Floor Plan

ELECTRICAL

E-1 Electrical Site Plan
E-2 Animal Control Shelter Electrical Lighting Plan
E-3 Animal Control Shelter Electrical Power Plan
E-5 Animal Control Shelter Electrical Mechanical Floor Plan

259036

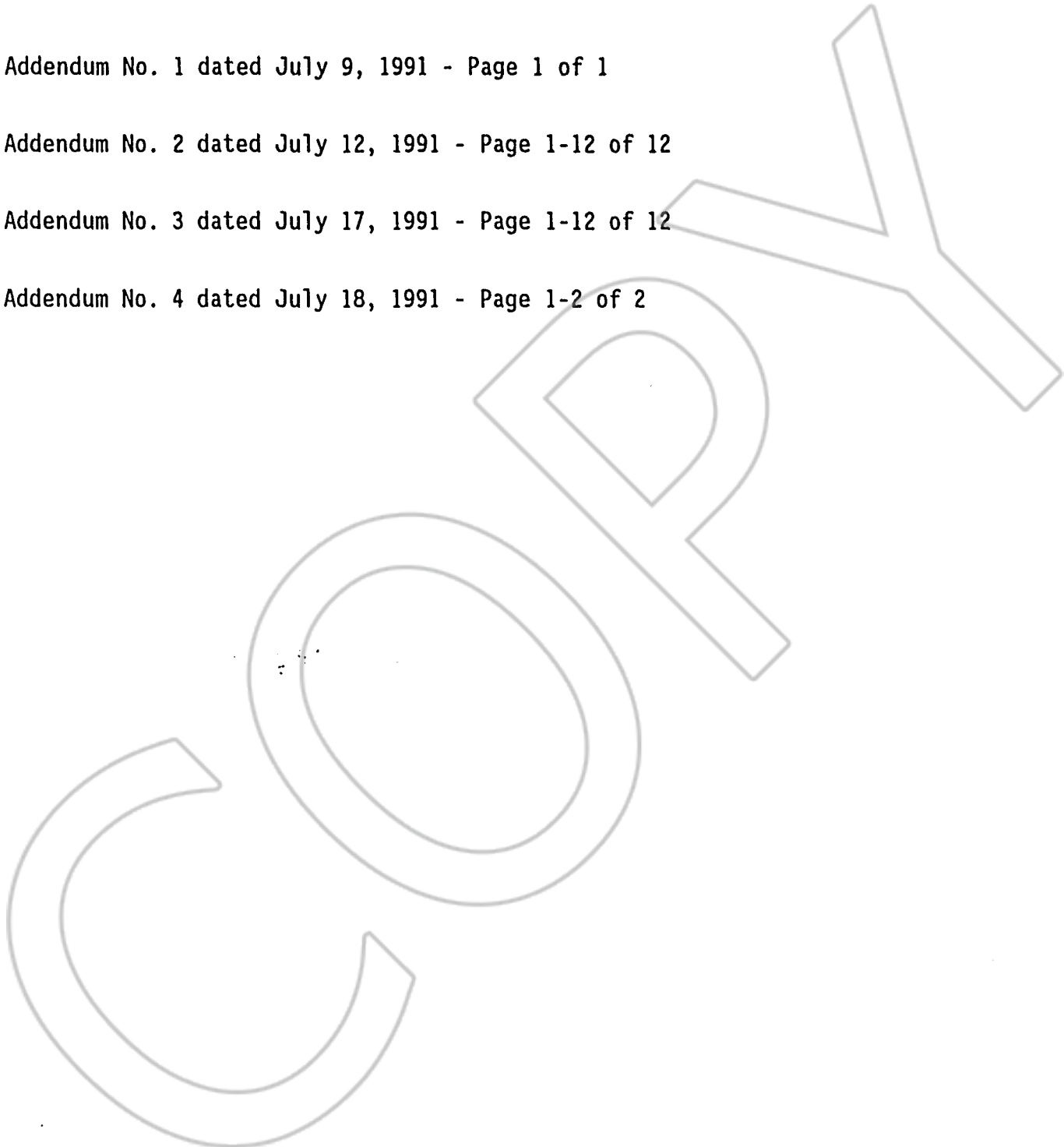
Exhibit "D"
Douglas County Animal Control Shelter

Addendum No. 1 dated July 9, 1991 - Page 1 of 1

Addendum No. 2 dated July 12, 1991 - Page 1-12 of 12

Addendum No. 3 dated July 17, 1991 - Page 1-12 of 12

Addendum No. 4 dated July 18, 1991 - Page 1-2 of 2



259036

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that GRASHUIS BUILDERS, INC.
2339 DICKERSON ROAD
RENO, NV 88503
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, NATIONAL AMERICAN INSURANCE COMPANY
, a corporation duly organized under the laws of the State of NEBRASKA as
Surety, hereinafter called Surety, are held and firmly bound unto DOUGLAS COUNTY DEPT. PUBLIC
WORKS
1615 EIGHTH STREET
MINDEN, NV 89423
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of FOUR HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTEEN AND NO/100ths
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 440,217.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated 19 , entered into a contract with Owner for
NEW ANIMAL CONTROL SHELTER MINDEN, NEVADA

in accordance with Drawings and Specifications prepared by GANTHNER MELBY LEE ARCHITECTS &
PLANNERS
5190 NEIL ROAD, SUITE 231
RENO, NV 89502
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

259036

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 20th day of AUGUST 19 91

GRASHUIS BUILDERS, INC.

(Principal)

(Seal)

David M. Grashuis
David M. Grashuis (Title) Vice-President

SEAL

NATIONAL AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

Linda M. Laws
LINDA M. LAWS (Title) ATTORNEY-IN-FACT

SEAL

Jill Maddox
(Witness)

Mary L. Faure
MARY L. FAURE (Witness)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that GRASHUTS BUILDERS, INC.
2339 DICKERSON ROAD (Here insert full name and address or legal title of Contractor)
RENO, NV 88503

as Principal, hereinafter called Contractor, and, NATIONAL AMERICAN INSURANCE COMPANY
a corporation duly organized under the laws of the State of NEBRASKA as
Surety, hereinafter called Surety, are held and firmly bound unto DOUGLAS COUNTY DEPARTMENT
PUBLIC WORKS (Here insert full name and address or legal title of Owner)
1615 EIGHTH STREET
MINDEN, NV 89423
as Obligee, hereinafter called Owner, in the amount of

**FOUR HUNDRED FORTY THOUSAND TWO HUNDRED SEVENTEEN ** Dollars (\$ 440,217.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated Aug. 8 1991, entered into a contract with Owner for
NEW ANIMAL CONTROL SHELTER MINDEN, NEVADA

in accordance with Drawings and Specifications prepared by GANTHNER MELBY LEE ARCHITECTS &
PLANNERS (Here insert full name and address or legal title of Architect)
5190 NETL ROAD, SUITE 231
RENO, NV 89502

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

259036

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 20th day of AUGUST 1991

SEAL

[Signature]

(Witness)

GRASHUIS BUILDERS, INC.

(Principal)

(Seal)

[Signature]

David M. Grashuis (Title) Vice-President

NATIONAL AMERICAN INSURANCE COMPANY

(Surety)

SEAL

[Signature]

MARY L. FAURE (Witness)

[Signature]

LINDA M. LAWS (Title) ATTORNEY-IN-FACT

259036

NATIONAL AMERICAN INSURANCE COMPANY
OMAHA, NEBRASKA

POWER OF ATTORNEY

PRINCIPAL GRASHUIS BUILDERS, INC. EFFECTIVE DATE 8-20-91
2339 DICKERSON ROAD RENO NV 88503
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)
CONTRACT AMOUNT \$440,217.00 AMOUNT OF BONDS \$440,217.00 P & P
POWER NO. **NB** 80216

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Nebraska, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." National American Insurance Company does hereby make, constitute and appoint

LINDA M. LAWS State of WASHINGTON
its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere
W. Brent LaGere, Chairman & Chief Executive Officer



STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 8th day of July, A.D. 1987, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



Glenda Miller
Notary Public
My Commission Expires August 30, 1991

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, a Nebraska Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 20th day of AUGUST, 19 91



Winifred E. Mendenhall
Winifred E. Mendenhall, Assistant Secretary

259036

COPY

REQUESTED BY
DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
SOCIETY OF MONTANA

'91 AUG 29 A9:18

SUZANNE R. L. LEAH
REGISTER

259036

\$ 0 *KJ*

DEPUTY
BOOK

891 PAGE 5008