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Assessor
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NO. 98-123

'98 JUN 26 A11 '58

BARBARA REED
CLERK

BY *[Signature]* DEPUTY

AIA DOCUMENT A101-1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the twenty-eighth
in the year nineteen hundred and ninety-eight
(In words, indicate day, month and year)

day of May

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Owner:
(Name, address and other information)

Douglas County
Purchasing Dept.
1616 Eighth St.
PO Box 218
Minden, NV 89423

AIA Document A201-1997, 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.

and the Contractor:
(Name, address and other information)

Ebens Construction
3380 Sleepy Hollow Rd.
Reno, NV 89502

This document has been approved and endorsed by The Associated General Contractors of America.

The Project is:
(Name and location)

Douglas County Administration Building
Tahoe Service Center
PWP-DO-1998-105
Stateline, NV

The Architect is:
(Name, address and other information)

Jerry Cruitt
421 Court St.
reno, NV 89501



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OWNER-CONTRACTOR
AGREEMENT

The Owner and Contractor agree as follows.

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

0443119

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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 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be the date of this Agreement 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.)

Date of letter for Notice to Proceed is commencement date, which is anticipated to be on or about May 26, 1998.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

3.2 The Contract Time shall be measured from the date of commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than sixty (60) WORKING days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

af z

, 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 or for bonus payments for early completion of the Work.)



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ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Two hundred and twelve thousand _____ Dollars (\$ 212,000.00), 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 when that amount expires.)

See Exhibit "A" attached.

4.3 Unit prices, if any, are as follows:

See Exhibit "A" attached.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 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.

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

5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the Contractor not later than the fifth (5th) day of the following 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 fifteen (15) days after the Architect receives the Application for Payment.

5.1.4 Each Application for Payment shall be based on the most recent 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. The schedule of values shall 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.



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Douglas County Administration Building
Tahoe Service Center
Stateline, NV
PWP-DO-1998-105

Break Out and Deduct Items

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Total Amt.</u>
1B	New Vent Pipes	Lin. Ft.		\$1,500.00
1C	Snow Splitter Accessories		15	\$1,900.00
2	Redwood Siding Replacement	Board Ft.	3,520	\$26,300.00
2A	Replace Damaged Siding	Lin. Ft.		\$3.30
3A	New Gutters & Accessories	Lin. Ft.	374	\$16,900.00
3B	New Downspouts & Accessories	Lin. Ft.	170	\$6,700.00
3C	New Gutter Heat Trace System	Lin. Ft.	790	\$6,100.00
5	Exclude Reroofing of the 1989 Jail Addition	Sq. Ft.	7,500	\$28,600.00
6	Beylin Snow Melt System	Lump Sum		\$40,000.00

Unit Cost Items

4A	Fascia Board 2"x 4"	Lin. Ft.		\$4.20
4A	Fascia Board 2"x 6"	Lin. Ft.		\$5.50
4B	Trim Board - 1" x 4"	Lin. Ft.		\$2.50
4C	3/4" CD EXT (48/24) APA Graded Plywood	4" x 8" sheet		\$57.00
4D	7/8" CD EXT (48/24) APA Graded Plywood	4" x 8" sheet		\$63.00

This exhibit to be used in reference to Articles 4.2 and 4.3 of the AIA Document A101-1997.

EXHIBIT "A"

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5.1.5 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.

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

- 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **ten (10)** percent (**10** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Subparagraph 7.3.8 of AIA Document A201-1997;
- 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 _____ percent (_____ %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of AIA Document A201-1997.

5.1.7 The progress payment amount determined in accordance with Subparagraph 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (*Subparagraph 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.*)
- 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 AIA Document A201-1997.

5.1.8 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 Clauses 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retention shall be paid when the manufacturer's and roofing contractor warranties are received by the Owner and all punch list items are completed.

5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Subparagraph 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.



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5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 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 The Owner's representative is:
(Name, address and other information)

Jim Braswell
Douglas County - Facilities Operations
PO Box 218
Minden, NV 89423

7.4 The Contractor's representative is:
(Name, address and other information)

Al Ebens
Ebens Construction
NV Lic. #21200
3380 Sleepy Hollow Dr.
Reno, NV 89502

7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

7.6 Other provisions:

NONE



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ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual ~~dated~~ identified as: PWP-DO-1998 and are as follows:

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Document	Title	Pages
Bid Form		4
General Notes		3
Instructions to Bidders		3
Roofing Contractor Warranty Agreement		3

8.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 8.1.3, and are as follows:
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
See Exhibit "B" attached.		

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

Number	Title	Date
C	Cover Sheet	3/7/98
A1	Roof Plan	3/7/98
A2	Siding Replacement & Alternate Downspout cond.	3/7/98
A3	Eave Details	3/7/98
A4	Eave Details	3/7/98
A5	Eave Details	3/7/98
A6	Details	3/7/98
E1	Electrical Plans	3/7/98



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DOUGLAS COUNTY
DOUGLAS COUNTY ADMINISTRATION BUILDING - STATELINE, NV

SECTION

Temporary Facilities	01100
Site Conditions	01110
Submittals	01300
Construction Schedule	01310
Quality Assurance	01400
Shop Drawings - Product Data - Samples	01500
Materials and Equipment	01600
Project Closeout	01700
Project Documents	01720
Cleaning and Clean-Up	01810
Metals	05500
Rough Carpentry	06100
Finish Carpentry	06200
Asphalt Shingle Roofing	07310
Painting	09900
Roof Eave, Ice-Dam, and Icicle Prevention	16000

This exhibit to be used in reference to Article 8.1.4 of the AIA Document A101-1997.

EXHIBIT "B"

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8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Add. #1	3/12/98	1
Add. #2	3/18/98	Voided
Add. #3	3/20/98	4
Add. #4	3/20/98	2
Add. #4 corrected	3/23/98	1
Add. #5	3/24/98	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 8.

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

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides 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.)

NONE

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.

Douglas County

Jacques Etchegoyhen
OWNER (Signature)

Ebens Construction

Allen J Ebens
CONTRACTOR (Signature)

Jacques Etchegoyhen
(Printed name and title)
Chairman, Board of
County Commissioners

Allen J Ebens
(Printed name and title)

CAUTION: You should sign an original AIA document or a licensed reproduction. Originals contain the AIA logo printed in red; licensed reproductions are those produced in accordance with the Instructions to this document.

APPROVED AS TO FORM

Robert J. Mann
District Attorney

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WESTERN INSURANCE COMPANY

BDC10265

Premium: Included in
Performance Bond

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

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 (Here insert full name and address or legal title of Contractor)

Ebens Construction
3380 Sleepy Hollow Drive
Reno, NV 89502

as Principal, hereinafter called Principal and, Western Insurance Company, a corporation of the State of Nevada, with its Head Office at Reno, Nevada, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Douglas County
P.O. Box 218
Minden, NV 89423

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

Two hundred twelve thousand and no/100

Dollars (**212,000.00**),

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 May 15 19 98, entered into a contract with Owner for

Roof and Siding Replacement Administrative Building
Stateline, Nevada

in accordance with Drawings and Specifications prepared by (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.

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.

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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 14th day of May 19 98

Ebens Construction (Seal)
(Principal)

Pat Zimmerman
(Witness)

By Allyn Eben Owner
(Title)

WESTERN INSURANCE COMPANY

Chris L. Lehto
(Witness)

By Richard N. Collins
Richard N. Collins Attorney-in-fact

WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint R. SCOTT ROTTMAN, KATHYANN TALLON, BRADLEY A. PEARCE, RICHARD N. COLLINGS, EUGENIA R. PAULSON, DENNIS M. STILEY

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of FEBRUARY, 1994.



WESTERN INSURANCE COMPANY (Signed) By [Signature] President

(Signed) By [Signature] Secretary

STATE OF NEVADA) RENO)

SS:

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995



(Signed) [Signature] NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, 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 power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 14th day of May, 1998.

[Signature] Secretary




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State of Nevada)

County of Washoe)

On this 14th day of May in the year 1998, before me Notary of Public personally appeared Richard N. Collings personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as Attorney-in-fact of Western Insurance Company and acknowledged to me that Western Insurance Company executed the instrument.

 CLOVIA L. LEHTO
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 97-2504-2 - Expires July 10, 2001

My Commission expires July 10, 2001

Clovia L. Lehto
Notary Public in and for said County

COOPER

0443119

BK0698PG6580

WESTERN INSURANCE COMPANY

BDC10265
Premium:\$4770.00

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

Ebens Construction
3380 Sleepy Hollow Drive
Reno, NV 89502

as Principal, hereinafter called Contractor, and, Western Insurance Company, a corporation of the State of Nevada, with its Head Office at Reno, Nevada, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Douglas County
P.O. Box 218
Minden, NV 89423

as Obligee, hereinafter called Owner, in the amount of
Two hundred twelve thousand and no/100**

Dollars (\$**212,000.00**), 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 May 15, 19 98, entered into a contract with Owner for

Roof and Siding Replacement Administrative Building
Stateline, Nevada

in accordance with Drawings and Specifications prepared by (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.

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 Owner.

Signed and sealed this 14th day of May 19 98

Signature of Pat Zimmerman (Witness)

Ebens Construction (Seal)
Signature of Allen J. Ebens Owner

Signature of Chris L. Lichte (Witness)

WESTERN INSURANCE COMPANY
Signature of Richard N. Collings (Title) Attorney-in-fact

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WESTERN INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That WESTERN INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Nevada and having its principal office at the City of Reno, in the State of Nevada, does hereby constitute and appoint

R. SCOTT ROTTMAN, KATHYANN TALLON, BRADLEY A. PEARCE, RICHARD N. COLLINGS, EUGENIA R. PAULSON, DENNIS M. STILEY

of the City of RENO, State of NEVADA its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said WESTERN INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary, this 5TH day of FEBRUARY, 1994.

WESTERN INSURANCE COMPANY



(Signed) By [Signature of Dick L. Rottman] President

(Signed) By [Signature of Carol B. Ingalls] Secretary

STATE OF NEVADA)
RENO)

SS:

On this 5TH day of FEBRUARY, 1994, before me personally came DICK L. ROTTMAN, President of the WESTERN INSURANCE COMPANY and CAROL B. INGALLS, Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said DICK L. ROTTMAN and CAROL B. INGALLS were respectively the President and the Secretary of the said WESTERN INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as President and Secretary, respectively, of the Company.

My Commission expires the 16TH day in OCTOBER, 1995.



(Signed) [Signature] NOTARY PUBLIC

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the WESTERN INSURANCE COMPANY on February 4, 1994:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or a Vice President, jointly with the Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked and subject to any limitations set forth therein, 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 power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, CAROL B. INGALLS, Secretary of the WESTERN INSURANCE COMPANY, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on February 4, 1994 and that this Resolution is in full force and effect.

I, the undersigned Secretary of the WESTERN INSURANCE COMPANY do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the WESTERN INSURANCE COMPANY on this 14th day of May, 19 98.



[Signature of Carol B. Ingalls] Secretary

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State of Nevada)

County of Washoe)

On this 14th day of May in the year 1998, before me Notary of Public personally appeared Richard N. Collings personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as Attorney-in-fact of Western Insurance Company and acknowledged to me that ~~Western Insurance~~ Company executed the instrument.



CLOVIA L. LEHTO
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 97-2504-2 - Expires July 10, 2001

My Commission expires July 10, 2001

Clovia L. Lehto
Notary Public in and for said County

COPY

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COPY

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 JUN 29 AM 11:22

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LINDA SLATER
RECORDER

PAID *KX* DEPUTY

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: June 26, 1998
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Mullock Deputy

SEAL