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DOC # 0634515
01/18/2005 08:13 AM Deputy: KLJ

OFFICIAL RECORD

Requested By:
D C/COMMUNITY DEVELOPMENT

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 28 Fee: 0.00
BK-0105 PG- 5274 RPTT: 0.00



Assessor's Parcel Number: N/A

Date: JANUARY 13, 2005

Recording Requested By:

✓ Name: LYNDA TEGLIA/COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2005.013

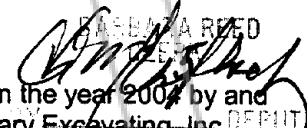
(Title of Document)

FILED

NO. 2005. 013

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

2005 JAN 13 PM 3:46

THIS AGREEMENT is dated as of the 6th day of JAN. in the year 2005 by and between Douglas County, Nevada (hereinafter called OWNER) and Marv McQueary Excavating, Inc. (hereinafter called CONTRACTOR). 

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

P-51 Court Improvement Plans for Douglas County/Erect-A-Tube.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: *R.O. Anderson Engineering, Inc., 1603 Esmeralda Ave., Minden, Nevada 89423.*

A. The project will be administered by: *R.O. Anderson Engineering, Inc., 1603 Esmeralda Ave., Minden, Nevada 89423* who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed on or before February 15, 2005, and completed and ready for final payment by not later than March 1, 2005.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions allowed. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall



pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. for all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment to the ENGINEER. Applications for Payment will be processed by ENGINEER within two (2) weeks of receipt.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold:

a. 90% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90% of the Work completed, less such amounts as ENGINEER shall determine and less 100% of Engineer's estimate of the value of Work to be



completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in this Agreement shall bear interest at the rate allowed by law at the place of the project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all (if any): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents



and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

A. If applicable, in the event that there is any litigation relative to the interpretation or enforcement of this agreement or any of the Contract Documents, the prevailing party shall be entitled to a reasonable Attorney's fee, together with costs of suit.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.



This Agreement will be effective on 1/6/05, 2005

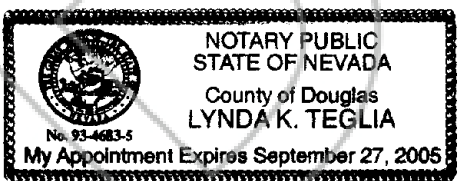
DOUGLAS COUNTY,

Kelly Kite
Kelly Kite, Chairman

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

One the 6th day of JAN, 2005, Kelly Kite, Chairman, personally appeared before me, and acknowledged to me that, in conformance with the direction of the Board of Douglas County Commissioners' meeting of 1-6-05, he executed the above instrument on behalf of Douglas County, Nevada.

Lynda K Teglia
Notary Public



CONTRACTOR:
MARV MCQUEARY EXCAVATING, INC.

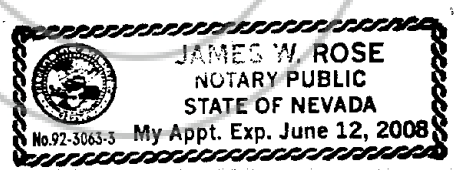
By: Marv McQueary
(Authorized Representative)

Print Name: MARV MCQUEARY

STATE OF NEVADA)
)ss:
COUNTY OF LYON)

JWR On this 27 day of December, in the year 2004 before me, MARV MCQUEARY Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledge that he (she/they) executed it.

WITNESS my hand and official seal.
James W. Rose
Notary's Signature
My Commission Expires: 06/12/08



Address for giving notices to Owner:

Robert Morris, Esq.
DOUGLAS COUNTY DISTRICT ATTORNEY
P.O. Box 218
Minden, NV 89423

Address for giving notices to Contractor:

P.O. Box 1841
Carson City, NV 89702-1841

NV License No. 0018530
Agent for service of process:
Dee Westmoreland

COPY



**P-51 COURT IMPROVEMENT PLANS FOR DOUGLAS COUNTY/ERECT-A-TUBE
 BID SCHEDULE A - BASE BID**

Item No.	Units Estimated Quantity	Description with Unit Prices Written in words.	Bid Price	Bid Amount
A-1	LS 1	Mobilize, clear and grub, inclusive, for the lump sum price of _____ Dollars and _____ Cents	\$5,172.00	\$5,172.00
A-2	LS 1	Erosion and dust control for the lump sum price of _____ Dollars and _____ Cents	\$1,699.00	\$1,699.00
A-3	LF 1020	Furnish & install 8" water line, including fittings valves, thrust blocks, etc., installed and in place for the price per lineal foot of _____ Dollars and _____ Cents	\$ 26.00	\$26,520.00
A-4	LS 1	Connect new 8" waterline to existing 8" waterline for the lump sum price of _____ Dollars and _____ Cents	\$3,658.00	\$3,658.00



A-5 EA 1 Furnish & install 6" fire hydrant assembly for the unit price of _____

_____ Dollars and _____ Cents \$3,470.00 \$3,470.00

A-6 EA 1 Furnish & install 6" fire hydrant assembly without fire hydrant for the unit price of _____

_____ Dollars and _____ Cents \$1,431.00 \$1,431.00

A-7 EA 4 Furnish and install domestic water service stub for the unit price of _____

_____ Dollars and _____ Cents \$525.00 \$2,100.00

A-8 EA 4 Furnish and install 4" fire service stub with gate valves for the unit price of _____

_____ Dollars and _____ Cents \$1,238.00 \$4,952.00

A-9 LF 436

Furnish & install 8" sanitary sewer line for the price per lineal foot of _____ Dollars and _____ Cents \$18.00 \$7,848.00



A-10 LF 262

Furnish & install 6" sanitary sewer line for the price per lineal foot of _____

_____ Dollars and
_____ Cents

\$14.00

\$3,668.00

A-11 EA 3

Furnish & install 48" standard manhole for the unit price of _____

_____ Dollars and
_____ Cents

\$1,688.00

\$5,064.00

A-12 EA 4

Furnish & install 4" sewer lateral stub for the unit price of _____

_____ Dollars and
_____ Cents

\$618.00

\$2,472.00

A-13 LS 1

Connect new 8" sewer to existing SSMH for the lump sum price of _____

_____ Dollars and
_____ Cents

\$1,835.00

\$1,835.00

A-14 LF 721

Excavation for common utility trench for the price per lineal foot of _____

_____ Dollars and
_____ Cents

\$11.00

\$7,931.00

A-15 LF 1,494

Furnish & install 6" electrical power conduit for the price per lineal foot of _____

_____ Dollars and
_____ Cents

\$5.10

\$7,619.40



A-16 LF 773

Furnish & install 4" telephone conduit for the price per lineal foot of _____

_____ Dollars and _____ Cents

\$2.60

\$2,009.80

A-17 SF 810

Pavement patch for the price per square foot of _____

_____ Dollars and _____ Cents

\$4.80

\$3,888.00

A-18 EA 1

Furnish & install 557 electrical vault, with B-1 cover, for the unit price of _____

_____ Dollars and _____ Cents

\$4,205.00

\$4,205.00

A-19 EA 1

Furnish & install 3048 telephone box, for the unit price of _____

_____ Dollars and _____ Cents

\$965.00

\$965.00

TOTAL BID FORM A \$96,507.20

TOTAL BID FORM A (Written in words). Ninety Six Thousand Five Hundred Seven Dollars and Twenty Cents



P-51 Court Improvement Plans
Douglas County/Est-4-Tube
Bid Results - December 15, 2004

Handwritten: 22 Percent
22 Percent

Item	Est. Qty	Description	Marv McQuary Excavating		Wilson Construction, Inc.		Herback General Engineering		Canyon Creek Construction	
			Unit	Price	Unit	Price	Unit	Price	Unit	Price
A-1	1 LS	Mobilization	\$5,172.00	\$5,172.00	\$4,674.00	\$4,674.00	\$4,000.00	\$4,290.00	\$4,290.00	
A-2	1 LS	Erosion/Dust Control	\$1,699.00	\$1,699.00	\$1,485.00	\$1,485.00	\$1,800.00	\$5,000.00	\$5,000.00	
A-3	1,020 LF	Furnish/Install 8" Water Line	\$26.00	\$26,520.00	\$25.40	\$25,908.00	\$32.50	\$33,150.00	\$38.00	\$38,760.00
A-4	1 LS	Connect 8" Waterline to Exist.	\$3,658.00	\$3,658.00	\$3,741.00	\$3,741.00	\$1,700.00	\$7,690.00	\$7,690.00	
A-5	1 EA	6" Fire Hydrant Assembly	\$3,470.00	\$3,470.00	\$2,807.00	\$2,807.00	\$3,600.00	\$3,975.00	\$3,975.00	
A-6	1 EA	6" Fire Hydrant Assembly	\$1,431.00	\$1,431.00	\$1,463.00	\$1,463.00	\$1,696.00	\$2,585.00	\$2,585.00	
A-7	4 EA	Domestic Water Service Stub	\$525.00	\$2,100.00	\$404.00	\$1,616.00	\$260.00	\$845.00	\$3,380.00	
A-8	4 EA	4" Fire Service Stub	\$1,239.00	\$4,952.00	\$924.00	\$3,696.00	\$300.00	\$945.00	\$3,380.00	
A-9	436 LF	8" Sanitary Sewer Line	\$18.00	\$7,848.00	\$21.00	\$9,156.00	\$25.00	\$10,900.00	\$27.85	\$12,142.60
A-10	262 LF	6" Sanitary Sewer Line	\$14.00	\$3,668.00	\$19.00	\$4,978.00	\$22.80	\$5,973.60	\$22.00	\$5,764.00
A-11	3 EA	48" Standard Manhole	\$1,688.00	\$5,064.00	\$1,728.00	\$5,184.00	\$1,950.00	\$3,400.00	\$3,010.00	
A-12	4 EA	4" Sewer Lateral Stub	\$818.00	\$2,472.00	\$551.00	\$2,204.00	\$250.00	\$750.00	\$3,000.00	
A-13	1 LS	Connect New 8" Sewer to SSMH	\$1,835.00	\$1,835.00	\$1,136.00	\$1,136.00	\$925.00	\$3,010.00	\$3,010.00	
A-14	721 LF	Excavation for utility trench	\$11.00	\$7,931.00	\$16.00	\$11,536.00	\$3.80	\$2,739.80	\$17.80	\$12,853.80
A-15	1,494 LF	6" Electrical Power Conduit	\$5.10	\$7,619.40	\$3.80	\$5,378.40	\$6.85	\$10,233.90	\$5.40	\$8,087.60
A-18	773 LF	4" Telephone Conduit	\$2.60	\$2,009.80	\$1.60	\$1,236.80	\$6.50	\$5,024.50	\$3.00	\$2,319.00
A-17	810 SF	Pavement Patch	\$4.80	\$3,888.00	\$7.85	\$8,358.50	\$3.75	\$3,037.50	\$8.00	\$6,480.00
A-16	1 EA	567 Electrical Vault	\$4,205.00	\$4,205.00	\$5,737.00	\$5,737.00	\$4,200.00	\$5,160.00	\$5,160.00	
A-19	1 EA	3048 Telephone Box	\$865.00	\$865.00	\$980.00	\$980.00	\$2,100.00	\$995.00	\$995.00	
		Total Bid Price		\$86,507.20		\$99,274.70		\$104,170.30		\$145,112.00

Difference in Bid Amounts, Dollars
Difference in Bid Amounts, Percentage

\$2,767.50
2.87%

\$7,663.10
7.94%

\$48,604.80
50.35%



Performance Bond

BOND NO. BD 383487

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Marv McQueary Excavating Inc.
P.O. Box 1841
Carson City NV 89702

SURETY (Name and Principal Place of Business):
Nationwide Mutual Insurance Company
1100 Locust Street Dept 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):
Douglas County Community Development
1594 Esmeraldo Avenue
Minden NV 89423

CONSTRUCTION CONTRACT

Date: December 17, 2004

Amount: \$96,507.20

Description (Name and Location): P-51 Court Improvement Plans for Douglas County Erect-A-Tube

BOND

Date (Not earlier than Construction Contract Date): December 17, 2004

Amount: \$96,507.20

Modifications to this Bond: : None 9 See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Marv McQueary Excavating Inc.

Signature: *Marv McQueary, Pres.*
Name and Title:

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)
Nationwide Mutual Insurance Company

Signature: *Carolyn J. Monda*
Name and Title: Carolyn J. Monda

Attorney-in-Fact

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

DeArrieta Insurance
P.O. Box 633, Carson City, NV 89702 775-883-8880

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Nationwide Mutual Insurance Company. Nationwide Mutual Insurance Company vouches that the language in this document conforms exactly to the language used in AIA Document A 312, December, 1984 Edition, Third Printing, March, 1987.



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.



9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable to the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint **JAMES A. DE ARRIETA** **CISSIE MCMENAMY**
ROGER GLEN TODD **LINDA AVASSO** **SUSAN K. CONNER**
CAROLYN J. MONDA **JULIE L. WADE SANFORD**

CARSON CITY NV

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** \$ 1,500,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
 COUNTY OF POLK SS



By:

Stephen S. Rasmussen
 President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sandy Alitz
 Notary Public

My Commission expires March 24, 2005

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of December, 2004

01866

This Power of Attorney expires



John F. Delaloye
 Assistant Secretary

Bd 1 (04-00) 00

11/29/06



BK- 0105
 PG- 5289

STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY)

I, Linda Valerius, Notary Public of Carson City County, in the State of Nevada, do hereby certify that Carolyn J, Monda, Attorney-in-fact, Nationwide Mutual Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of Nationwide Mutual Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Carson City in said County, this 17th day of December, 2004.

Linda Valerius

Notary Public



Payment Bond

BOND NO. BD 383487

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Marv McQueary Excavating Inc.
P.O. Box 1841
Carson City, NV 89702

SURETY (Name and Principal Place of Business):
Nationwide Mutual Insurance Company
1100 Locust Street Dept 2006
Des Moines, IA 50391-2006

OWNER (Name and Address):
Douglas County Community Development
1594 Esmeralda Ave
Minden NV 89423

CONSTRUCTION CONTRACT

Date: December 17, 2004

Amount: \$96,507.20

Description (Name and Location): P-51 Court Improvement Plans for Douglas County - Erect-A-Tube

BOND

Date (Not earlier than Construction Contract Date): December 17, 2004

Amount: \$96,507.20

Modifications to this Bond: : None 9 See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Marv McQueary Excavating Inc.

SURETY

Company: (Corporate Seal)
Nationwide Mutual Insurance Company

Signature: Marv McQueary - Pres.
Name and Title:

Signature: Carolyn J. Monta
Name and Title: Carolyn J. Monta

(Any additional signatures appear on page 6)

Attorney-in-Fact

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER: DeArrieta Insurance
P.O. Box 633, Carson City, NV 89702 775-883-8880

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Printed in cooperation with the American Institute of Architects (AIA) by Nationwide Mutual Insurance Company. Nationwide Mutual Insurance Company vouches that the language in this document conforms exactly to the language used in AA Document A 312, December, 1984 Edition, Third Printing, March, 1987.

Bd 481 (09-92) 00

A312-1984 4



BK- 0105
PG- 5291

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond, and with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of

the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient



compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

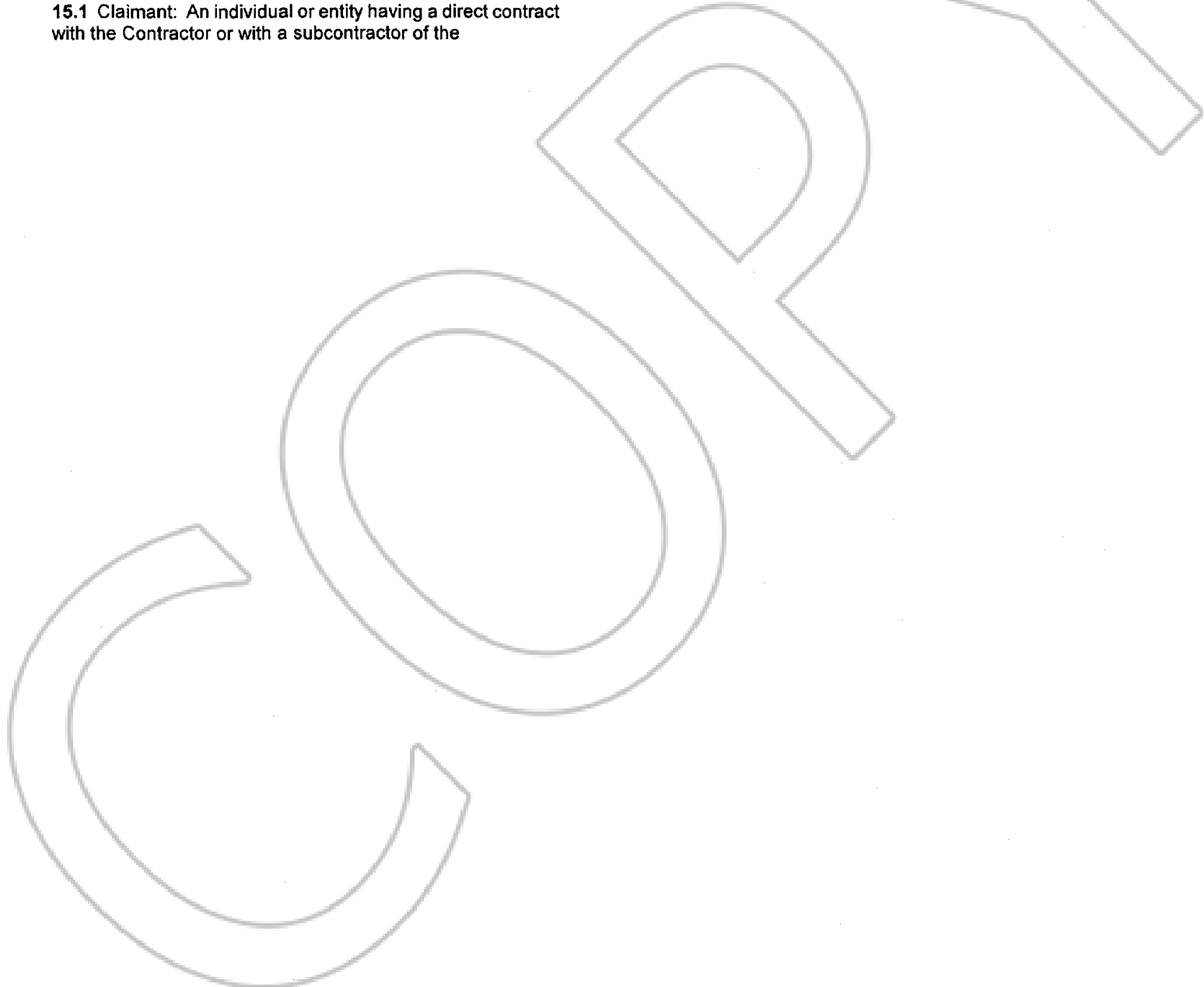
15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the

Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

COOPY

Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint JAMES A. DE ARRIETA, ROGER GLEN TODD, CAROLYN J. MONDA, LINDA AVASSO, JULIE L. WADE SANFORD, CISSIE MCMENAMY, SUSAN K. CONNER

CARSON CITY NV

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS \$ 1,500,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments. Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POLK SS



By:

Signature of Stephen S. Rasmussen, President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Signature of Sandy Alitz, Notary Public

Notary Public
My Commission expires March 24, 2005

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of December, 2004

01866

This Power of Attorney expires



Signature of John F. Delaloye, Assistant Secretary

STATE OF NEVADA)
) ss.
COUNTY OF CARSON CITY)

I, Linda Valerius, Notary Public of Carson City County, in the State of Nevada, do hereby certify that Carolyn J. Monda, Attorney-in-fact, Nationwide Mutual Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of Nationwide Mutual Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Carson City in said County, this 17th day of December, 2004.

Linda Valerius

Notary Public



SURETY RIDER

TO BE ATTACHED TO AND FORM PART OF
Performance and Payment Bonds

BOND NO. Bd 383487

IN FAVOR OF Douglas County Community Development
(Obligee)

ON BEHALF OF Marv McQueary Excavating Inc.
(Principal)

EFFECTIVE DATE December 17, 2004

(Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

Increase

Change Name of Principal

Decrease

Change Address of Principal

Change Effective Date

Change Expiration Date

Other Change Construction Contract Date

(of) the attached bond

From: December 17, 2004

To: December 27, 2004

Effective: December 27, 2004

2. PROVIDED, however, that this attached bond shall be subject to all its agreements, limitations, and considerations except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

3. Signed and sealed this 27th day of December, 2004.

Mary McQueary Excavating Inc.

Marv McQueary

Nationwide Mutual Insurance Company

BY: Cissie McMenemy
Cissie McMenemy, Attorney-in-Fact





274888

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint **JAMES A. DE ARRIETA** **CISSIE MCMENAMY**
ROGER GLEN TODD **LINDA AVASSO** **SUSAN K. CONNER**
CAROLYN J. MONDA **JULIE L. WADE SANFORD**

CARSON CITY NV

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS** \$ 1,500,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
 COUNTY OF POLK SS



By:

Stephen S. Rasmussen
 President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sandy Alitz
 Notary Public

My Commission expires March 24, 2005

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of December, 2004

01866

This Power of Attorney expires



John F. Delaloye
 Assistant Secretary

Bd 1 (04-00) 00

11/29/06

STATE OF NEVADA)
) SS.
COUNTY OF CARSON CITY)



I, Anita Enders, Notary Public of Carson City County, in the State of Nevada, do hereby certify that Cissie McMenamy, Attorney-in-fact, Nationwide Mutual Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of Nationwide Mutual Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Carson City in said County, this 27th day of December, 2004.

Anita Enders

Notary Public



CERTIFICATE of COVERAGE

Workers Compensation

BUILDERS ASSOC. OF WESTERN NV

Self Insured Group

% Pro Group Management

810 E. Fifth Street

Carson City, NV 89701

MEMBER COMPANY

Marv McQueary Excavating Inc dba Marv McQueary Excavating Inc Policy No: 02-918022-05
PO Box 1841
Carson City, NV 89702

Dates of Coverage:

12:01 AM on 01/01/2004 to 12:01 AM on 01/01/2006

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the BUILDERS ASSOC. OF WESTERN NV Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5012 to the BUILDERS ASSOC. OF WESTERN NV effective Thursday, April 15, 1999.

CERTIFICATE HOLDER:

Douglas County Community Development
1594 Esmeraldo Ave
Minden, NV 89423

JOB DESCRIPTIONS:

P51 Court Improvement Plans for Douglas Co. Erect-A-Tube

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED:

NEVADA

EXCESS WORKERS COMP INSURANCE: MIDWEST EMPLOYERS CASUALTY COMPANY

EMPLOYER'S LIABILITY LIMIT: \$1,000,000 /\$1,000,000/ \$1,000,000

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the BUILDERS ASSOC. OF WESTERN NV will endeavor to mail Ten (10) days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the BUILDERS ASSOC. OF WESTERN NV, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the BUILDERS ASSOC. OF WESTERN NV Self Insured Group.

Dated At
Carson City,
Nevada: December 27, 2004

By: *E. J. Anderson* Title: Underwriter



COPY

SEAL

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: January 13, 2005
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

