

Exhibit E**PAYMENT BOND
(Labor and Material)****KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, LATON UNIFIED SCHOOL DISTRICT and DURHAM CONSTRUCTION COMPANY, INC., a California corporation, hereinafter designated as the "Principal", have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**Laton High School Modernization Project
6449 DeWoody Ave., Laton, California**

Which said agreement dated February 21, 07, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned North American Specialty Insurance Company

are held and firmly bound unto all laborers, material men, and other persons referred to in Civil Code section 3248, subdivision (b), in the sum of One Million Nine Hundred Ninety Three Thousand Eight Hundred Ten and 00/100 Dollars (\$1,993,810.00) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 3181, or any of the amounts due as specified in Civil Code section 3248, subdivision (b), to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this 6th day of February, 2007.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

Durham Construction Company, Inc.
Principal



North American Specialty Insurance Company
Surety

By: 
Attorney-in-Fact
Shauna Lucero

The above bond is accepted and approved this _____ day of _____.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Fresno } ss.

On, 02-06-2007 before me, Lyn Genito
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Shauna Lucero,
Name(s) of Signer(s)

personally known to me



Place Notary Seal Above

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lyn Genito
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer - Title(s): _____

- Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Right Thumbprint of Signer

Top of thumb here

Signer's Name: _____

- Individual
 Corporate Officer - Title(s): _____

- Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Right Thumbprint of Signer

Top of thumb here

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

JOHN C. DAY, STEVEN P. EDWARDS,

SHAUNA LUCERO and LYN GENITO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



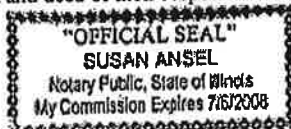
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of February, 2006.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 3rd day of February, 2006, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of February, 2007.

[Signature] James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

Exhibit E

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Laton Unified School District (referred to as "District"), has awarded to Durham Construction Company, Inc., (referred to as "Contractor/Principal") a contract for the work described as follows:

Laton High School Modernization Project
6449 DeWoody Avenue
Laton, California

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, are held firmly bound unto District in the penal sum of Two Million Two Hundred Twenty-One Thousand Eight Hundred Eighty-Two Dollars (\$2,221,882), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of four year(s) after the acceptance of the work by the District, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of four year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the District to be, in default under the contract, the District having performed the District's obligations under the contract, the Surety shall 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 responsive and responsible bidder, arrange for a contract between such bidder and the District, and make available as work progresses 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 Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the District under the contract and any modifications to it; less the amount previously properly paid by the District to the Contractor/Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the District, when declaring the Contractor/Principal in default, notifies Surety of the District's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alteration, or modification of the Contract Documents, or of the work to be performed under them, shall in anyway affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the District is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Name and address of agent or representative
in California, if different than above:

Telephone number of Surety, or agent,
or representative in California: _____

IN WITNESS WHEREOF, we have hereto set our hands and seals on this _____ day of

_____.

[SEAL]

Contractor/Principal

By:

[Signature]

[Print Name and Title]

Surety

By:

[Signature]

[Print Name and Title]

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

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Exhibit F

"Consideration - Payment Terms"

The owner shall pay to the Contractor the payment as per Section 12.3, as may be amended pursuant to Section 10.1 (Changes in Project), as full compensation for the Work. The Contractor shall provide to the Owner a breakdown of the Contract price or (Schedule of Values) according to the various items of work to be performed, including reasonable sums for mobilization. Such breakdown shall be the basis of progress payments to the Contractor.

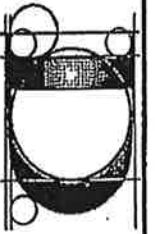
The Owner shall pay the Contractor for the value of the work performed, less the amount of previous payments and other amounts permitted to be withheld under this Contract. Payment shall be made within thirty (30) working days after submission of a properly documented payment request with the Inspector of Record and Architect signatures containing the Schedule of Values and reflecting the quantity of the various items, which have been performed. Progress Payment requests will be submitted to the owner on a monthly basis on or about the 20th of the month.

The Contractor agrees that all work, materials and equipment covered by an application for payment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon payment by the Owner. At the request of the Owner, the Contractor shall provide waivers and lien releases in accordance with Civil Code Section 3262 from all persons who may be potential lien claimants as a prerequisite to the Owner's obligation to disburse progress and final payments.

When the Contractor has achieved Substantial Completion, the Owner shall pay the Contractor the Contract Price, excluding the 10% retention, less the value of the Work remaining to be completed and other amounts permitted to be withheld under this lease sublease agreement.

Upon Final Completion and acceptance of the Work by the owner and Architect, the Owner shall pay the Contractor all amounts remaining to be paid including the 10% retention under the Contract.

The Owner, on the basis of reasonable and verifiable evidence, may withhold from any payment such amounts as may be necessary for protection against loss caused by (a) defective work not remedied or (b) failure of the Contractor to make payments properly to Subcontractors or for material or labor (unless a labor and material payment bond has been furnished by the Contractor). When these grounds are removed or the Contractor provides surety bond or other security to protect the Owner in the amount withheld, payment shall be made of the amount withheld.



Durham Construction Company, Inc.

1025 Holland Ave.
 Clovis, CA 93612
www.durham-construction.com
 Phone (559) 294-9500
 Fax (559) 294-9200

TITLE: New Gym Flooring in accordance with Addendum #1

RFI: ~~_____~~

PROJECT: Laton High School Modernization

JOB NUMBER: 07-02

TO: Temple Adersen Moore Architects
 5650 N. Fresno St. #110
 Fresno, CA 93710

DATE: February 21, 2007

Owner: Laton Unified School District
 6449 De Woody Ave.
 Laton, CA 93242

ATTN: Jacky Chan or Roger Tiffin

ATTN: Bud Brooks

DESCRIPTION: Furnish and install new gym flooring in accordance with Addendum #1

* **Durham Construction Company is requesting 0 Calendar Days Time Extension for work described below.**

Base Cost Proposal

Vendor	DESCRIPTION	QTY	UNIT	MATERIAL	EQUIPMENT	LABOR	SUBCONTRACTOR COST	TOTAL
Robbins Sport Floors	7200 Sqaure feet of Robbins Sportwood Ultra Star flooring system	1.00	LS	\$0.00	\$0.00	\$0.00	\$97,100.00	\$97,100.00
Robbins Sport Floors	Demolition of existing flooring system	1.00	LS	\$0.00	\$0.00	\$0.00	\$15,680.00	\$15,680.00
Robbins Sport Floors	Removal of old mortar mounts, bead blast concrete, and install 1/2" self leveling material in accordance with specifications section 09645	1.00	LS	\$0.00	\$0.00	\$0.00	\$50,400.00	\$50,400.00
SUBTOTAL								\$153,180.00
Overhead & Profit Bond @ 10%								\$15,318.00
Bond @ 1%								\$1,531.80
GRAND TOTAL								\$170,007.60

Approval: Durham Construction Company, Inc.

Temple Anderson Moore Architects

By: _____

Chris Durham

Date: 2/21/2007

By: _____

Date: _____

58064 10
 170007 02
 \$228 071 70

ROBBINS SPORT FLOORS

OF CALIFORNIA
198 Opportunity Street # 3
Sacramento, CA. 95838

License # 815609

Phone 916-924-7030 Fax 916-924-7041

FAX COVER

Date: January 23, 2007

Company: Durham Construction

Att: Chris

Fax Number: 559-294-9200

From: Bob Garcia

Number of Pages: 2

Message: Estimate for Laton High School Floor Replacement

Bob Garcia's e-mail is bgarcia@robbinsfloor.com



Date: January 23, 2007

To: Durham Construction Co.

Attention: Chris

Project: Laton High School Gym Floor Replacement

Robbins Sport Floors of California, Inc is pleased to quote pricing to furnish and install materials per plans and specifications or as described herein:

- 1) 7200 square feet of Robbins Sportwood Ultra Star flooring system with 7/16" Second and Better maple, Game Lines, Vent Cove Base and Thresholds
- 2) Installation during normal working hours.
- 3) Based on receiving the work area clear of other trades, clean, flat, and smooth and within flooring manufacturer's tolerances.
- 4) Allowance for Logo of \$ 2000.00 included in base Bid.
- 5) Addendum 1

**Please allow sufficient time for delivery and acclimation within jobsite area.

Exclusions:

- 6) Floor preparation and leveling
- 7) Thresholds, transitions, saddles.
- 8) Protection and maintenance.
- 9) Bleacher removal.

Bid Pricing Including Sales Tax: \$ 87,100.00

Alternate 1 Remove old flooring, 2 x3 and clips and haul off job site.

Bid Price \$15,660.00

Alternate 1 Remove old mortar mounts, bead blast concrete, install 1/2" of self leveling material.

Bid Price \$ 50,400.00

If you have questions about this proposal or our product, please call me at 916-924-7030

Bob Garcia

Estimator

License # 815609

X _____ Date _____

I accept this proposal with no exceptions items 1- 9
unless otherwise noted.



Robbins Sport Floors-Ca. 198 Opportunity St, Sacramento, California 95838
Phone 916-924-7030 www.sportfloors.com Fax (916) 924-7041



BRUNNA ENTERPRISES, INC.

3461 W. ASHLAN AVENUE
FRESNO, CA 93722-4438
LIC. # 48537
DOSH # 233

FRESNO
(559) 485-9557
FAX 485-9580
(800) 499-9557

February 20, 2007

Attn: Chris Durham

Durham Construction
2933 Larkin Avenue
Clovis, Ca 93612

PROPOSAL # 20075068
ASBESTOS ABATEMENT & LEAD CERAMIC TILE REMOVAL
LATON HIGH SCHOOL
6449 DEWOODY
LATON, CALIFORNIA

SCOPE OF WORK: Remove and dispose of asbestos containing vinyl floor tile and mastic as follows:

BLDG 100, approximately 544 s.f.

WORK ROOM (101), north section up to 10'x 14'

RECEPTION (106)

NURSES OFFICE (122)

BLDG 300, approximately 1360 s.f.

STORAGE (302)

CLASSROOM (304)

CLASSROOM (305), approx. 8'x 30' from north section adjacent to windows

BLDG 400, approximately 3200 s.f.

MULTIPURPOSE (401)

BLDG 800, approximately 80 s.f.

PLATFORM (803), at north stairs

Remove and dispose of asbestos containing ceiling panels 2'x 4':

BLDG 600, approximately 1352 s.f.

CLASSROOMS (610), (609)

BLDG 800, approximately 10533 s.f.

CLASSROOMS (801), (802)

PLATFORM (803)

OFFICE (811)

STORAGE (812), (813)

Remove and dispose of lead containing ceramic wall tile:

BLDG 100, approximately 1360 s.f.

GIRLS RESTROOM (117)

BOYS RESTROOM (116)

TOILETS (102A), (102B)

BLDG 300, approximately 1064 s.f.

BOYS RESTROOM (306)

GIRLS RESTROOM (307)

BLDG 700, approximately 3850 s.f.

MEN'S SHOWER & RESTROOM (704)

WOMEN'S SHOWER & RESTROOM (717)

GIRLS RESTROOM (721)

BOYS RESTROOM (728)

DRY ROOM (709), (713)

SHOWERS (710), (711)

BLDG 800, approximately 80 s.f.

WOMEN'S RESTROOM (808)

MEN'S RESTROOM (809), including urinal back splash

Any light fixtures removed by Brunna will be wet wiped and / or HEPA vacuumed and given back to district. Others are to remove all contents in abatement areas. Others are to remove all fixtures; toilets; sinks; partitions etc., prior to ceramic tile removal. Stainless steel plumbing chase in Boys & Girls showers also is to be removed, by others, prior to ceramic tile removal. If gym floor is to remain and need additional protection during our abatement; there will be an additional cost of \$1000.00. Any additional work will be done at an additional cost.

All procedures will be in compliance with Federal, State and Local Regulations governing the removal and disposal of asbestos and lead containing materials.

Price includes labor, materials, waste transporting, waste disposal and notifications to Regulatory Agencies.

PROPOSAL PRICE: \$51,110.00

Submitted By,



Dean Allen

President

Accepted By,

Date _____



BRUNNA ENTERPRISES, INC.

3461 W. ASHLAN AVENUE
FRESNO, CA 93722-4438
LIC. # 648537
COSH # 233

FRESNO
(559) 485-9557
FAX 485-9580
(800) 499-9557

FAX TRANSMITTAL SHEET

TO: CHRIS DURHAM	FROM: DEAN ALLEN
CO: DURHAM CONTRUCTION	CO: BRUNNA ENTERPRISES
FAX: 294-9200	FAX: 559/485-9580
PH: 294-9500	PH: 559/485-9557
NO. OF PAGES 3	DATE 2/20/07

MESSAGE: PROPOSAL#20075068 ASBESTOS ABATEMENT AT
LATON HIGH SCHOOL, 6449 DEWOODY,, LATON, CA

NONCOLLUSION AFFIDAVIT

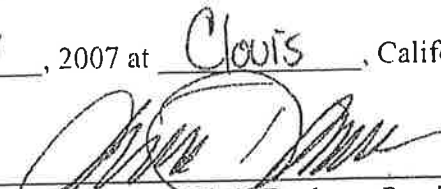
State of California)
) ss.
County of Fresno)

I, CHRIS DURHAM, being first duly sworn, deposes and says that he or she is President of Durham Construction Company, the party making the attached bid; that the bid is not made in the interest of, on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding this the contract of anyone interested in the proposal contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 2ND day of FEBRUARY, 2007 at CLAVIS, California.

Date: 2/2/2007



Signature of Builder: CHRIS DURHAM, President