

Ma. 166
8-2-10

ITEM 4

Construction Agreement

Agreement
Performance Bond
Payment Bond
Certificate of Insurance
Notice of Award
Notice to Proceed
Certificate of Owner's Attorney
Approval of Contract

- G. Supplemental General Conditions,
- H. Agreement,
- I. Performance Bond,
- J. Payment Bond,
- K. Certificate of Insurance,
- L. Notice of Award,
- M. Notice to Proceed,
- N. DRAWINGS prepared by **Engineering Services, Inc.** numbered 1 through 6, and dated **March, 2010.**
- O. SPECIFICATIONS prepared or issued by **Engineering Services, Inc.**, dated **March, 2010.**
- P. ADDENDA:

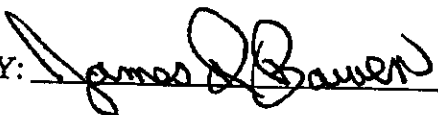
No. 1, dated **April 5, 2010,**

No. 2, dated **April 9, 2010.**

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. This contract shall not be effective unless and until approved by the Director of the Arkansas Natural Resources Commission.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in five (5) copies each of which shall be deemed an original on the date first above written.

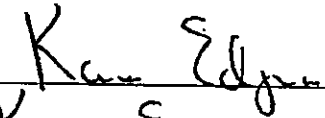
OWNER: Mount Sherman Water Association

BY: 

Name: James Bowen

Title: Chairman

Address: P.O. Box 323
Jasper, AR 72641

(SEAL)
ATTEST: 

Name: Karen Edgmon

Title: Bookkeeper

CONTRACTOR: Red Rock Construction Co., LLC

BY: 

Name: Horst Graalmann

Address: P.O. Box 268
Jasper, AR 72641

Employer
Identification Number: _____

(SEAL)
ATTEST: 

Name: Sandra Swagere

Title: MBR

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond # 54181905

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **Red Rock Construction Co., LLC**
P.O. Box 268
Jasper, AR 72641
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, **United Fire & Casualty Company**
P.O. Box 73909
Cedar Rapids, IA 52407
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Mount Sherman Water Association**
HC 70 Box 250
Jasper, AR 72641
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of
ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED NINETEEN AND NO/100THS
Dollars (\$111,119.00),

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 **4/30/2010**, entered into a contract with Owner for
(Here insert full name, address and description of project)
Water Main Extension (Shiloh Road & Murray Road)

in accordance with Drawings and Specifications prepared by **Engineering Services, Inc. (ESI)**
P.O. Box 282
Springdale, AR 72765-0282
(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.

PERFORMANCE BOND

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

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

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

1) Complete the Contract in accordance with its terms and conditions, or

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

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

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

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

Signed and sealed this 20th

day of May, 2010.

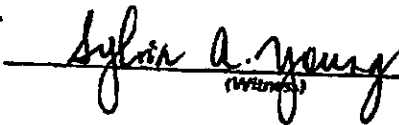

(Witness)

Red Rock Construction Co., LLC

(Principal)

(Seal)


MBR (Title)


(Witness)

United Fire & Casualty Company

(Surety)

(Seal)


Sherese D. Escovedo (Title) Attorney-In-Fact

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond # 54181905

AIA Document A311

Labor and Material Payment Bond

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

KNOW ALL MEN BY THESE PRESENTS: that Red Rock Construction Co., LLC
P.O. Box 268
Jasper, AR 72641
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Mount Sherman Water Association
HC 70 Box 250
Jasper, AR 72641
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED ELEVEN THOUSAND ONE HUNDRED NINETEEN AND NO/100THS
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$111,119.00),
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 4/30/2010, entered into a contract with Owner for
(Here insert full name, address and description of project)
Water Main Extension (Shiloh Road & Murray Road)

in accordance with Drawings and Specifications prepared by Engineering Services, Inc. (ESI)
P.O. Box 282
Springdale, AR 72765-0282
(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.

LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

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

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

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

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

Signed and sealed this 20th

day of May, 2010.

Red Rock Construction Co., LLC

(Principal)

(Seal)

(Witness)

(Title)

United Fire & Casualty Company

(Surety)

(Seal)

Sybil A. Young
(Witness)

Sherese D. Escovedo
(Title)

Sherese D. Escovedo (Title) Attorney-In-Fact

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint MICHAEL D'HALTER, OR KEVIN M BRUICK, OR RICHARD R IRVIN, OR SHERRY L JAGGERS, OR CHARLES ALLEN, OR BOB SMITH, OR DALE TEMPLE, OR SYLVIA A YOUNG, OR SHERESE D. ESCOVEDO, OR ROLFE KENNEDY, OR CAROLYN HUNTER, OR DORENA WISE ALL INDIVIDUALLY OF LITTLE ROCK AR

its true and lawful Attorney(s) in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: All bonds not to exceed \$10,000,000.00 and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire 6th day of January, 2011 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

Article V - Surety Bonds and Undertakings

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 6th day of January, 2009.



UNITED FIRE & CASUALTY COMPANY

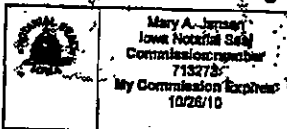
By Dennis J. Richmann

Vice President

State of Iowa, County of Linn, ss.

On 6th day of January, 2009, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jensen

Notary Public

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 20th day of May 20 10.

Dennis J. Richmann

Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2010

PRODUCER (870) 741-5423

Campbell Insurance Agency, Inc.

PO Box 1695

209 N Walnut

Harrison

AR 72602-

INSURED

Red Rock Construction

PO Box 268

Jasper

AR 72641-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Peerless Insurance Co

24198

INSURER B: The Netherlands Insurance

24171

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CBP1590048	09/04/2009	09/04/2010	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS MADE ☒ OCCUR	MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		☒ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY				
		ANY AUTO		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person) \$
		SCHEDULED AUTOS		/ /	/ /	BODILY INJURY (Per accident) \$
		HIRED AUTOS		/ /	/ /	PROPERTY DAMAGE (Per accident) \$
		NON-OWNED AUTOS		/ /	/ /	
		GARAGE LIABILITY				
		ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
				/ /	/ /	OTHER THAN EA ACC \$
A		EXCESS/UMBRELLA LIABILITY	UB4001425331	09/04/2009	09/04/2010	AUTO ONLY: AGG \$
		☒ OCCUR ☐ CLAIMS MADE				EACH OCCURRENCE \$ 1,000,000
		DEDUCTIBLE		/ /	/ /	AGGREGATE \$ 1,000,000
		RETENTION \$				
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCB711376	09/04/2009	09/04/2010	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	EL EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	EL DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER		/ /	/ /	EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Mt Sherman Water Association and ESI
P O Box 323

Jasper

AR 72641-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~30~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY MAIL.

AUTHORIZED REPRESENTATIVE

ACORD 28 (2001/08)

INS025 (01/08).08

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Page 1 of 2

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTICE OF AWARD

TO: Red Rock Construction Co., LLC
P.O. Box 268
Jasper, Arkansas 72641

PROJECT DESCRIPTION:

Water Main Extension (Shiloh Road & Murray Road)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated March 11, 2010, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$111,119.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 30 day of April, 2010,

OWNER: Mount Sherman Water Association

By: James R. Bowen

James Bowen, Chairman

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged by RED ROCK CONSTRUCTION this ____ day of April, 2010,

By: Mark B. Smith

Title: MOR

NOTICE TO PROCEED

TO: **Red Rock Construction Co., LLC**
P.O. Box 268
Jasper, Arkansas 72641

DATE: _____

PROJECT DESCRIPTION:

Water Main Extension (Shiloh Road & Murray Road)

You are hereby notified to commence WORK in accordance with the Agreement dated April 30, 2010, on or before _____, 2010, and you are to complete the WORK within 90 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2010.

OWNER: **Mount Sherman Water Association**

By: _____
James Bowen, Chairman

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged by _____,
this _____ day of _____, 2010,

By: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: _____

APPROVAL OF CONTRACT

Approved as to form and content and without liability for any payments thereunder, the Arkansas Natural Resources Commission hereby concurs in the award of this contract to:

Red Rock Construction Co., LLC

ARKANSAS NATURAL RESOURCES COMMISSION

By: _____
J. Randy Young, P.E., Executive Director

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas J. Martin, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: _____

4-30-10



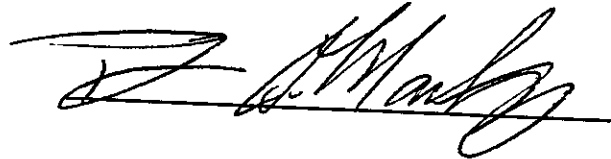
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas A. Martin, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: _____

4.30.10



CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas P. Martin, the duly authorized and acting legal representative of the Mount Sherman Water Association, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: 4-30-10



CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas A. Morby, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: 4.30.10

Thomas A. Morby

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas R. Martin, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: 4-30-10

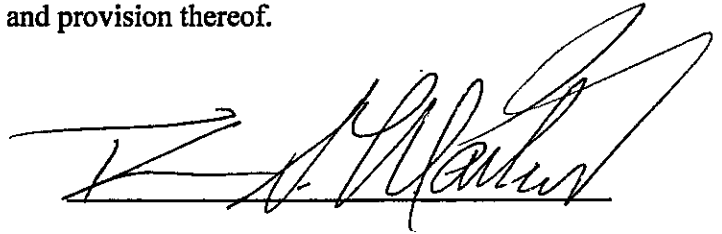


CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Thomas A. Mathew, the duly authorized and acting legal representative of the **Mount Sherman Water Association**, do hereby certify as follows:

I have examined the attached contracts(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; and that said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provision thereof.

Date: 12-30-10

A large, stylized handwritten signature, likely of Thomas A. Mathew, written in black ink over a horizontal line.