

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

June 4, 2007

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

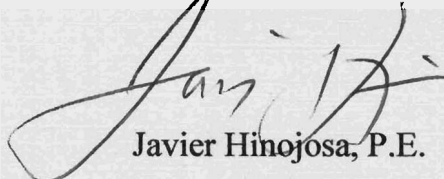
**Re: Colonia Access Program Bid No. CAP 06-010-12-27
El Paraiso Subdivision Drainage Outfall**

Dear Commissioner Flores,

Attached please find Payment Request No. 3 & Final for the referenced project as submitted by Jimmy Closner & Sons Construction. This invoice is for work performed through May 15, 2007. The work involved with this invoice consists of installation of the drainage facilities along Los Ebanos Road including the 36" and 42" drain lines along with the other drainage appurtenances. **There is no testing required for this invoice therefore the testing table is not being included.** All work was completed in conformance with plans and specifications prepared by my office. An inspection was held with the contractor on May 23, 2007 and a punch list of items pending for approval of the construction was prepared. A subsequent final inspection was held with the contractor and the Precinct on June 1, 2007 and all work has been completed on the punch list items. We recommend payment of this invoice in the amount of \$16,023.29. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING



Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

APPLICATION FOR PAYMENT NO. 3 & FINAL

To: Hidalgo County (OWNER)

From: Jimmy Closner & Sons Construction (CONTRACTOR)

Contract: C-CAP-06-010-01-23

Project: Hidalgo County Precinct No. 3 - Border Colonia Access Program - El Paraiso Subdivision Drainage Improvements

OWNER'S Contract No. C-CAP-06-010-01-23

For Work Accomplished through the date of: May 15, 2007

1. Original Contract Price:	<u>\$160,232.90</u>
2. Net Change by Change Orders and Written Amendments (+ or -):	<u>\$ 0.00</u>
3. Current Contract Price (1 and plus 2):	<u>\$160,232.90</u>
4. Total complete and stored to date:	<u>\$160,232.90</u>
5. Retainage (per Agreement):	
<u>0</u> % of completed Work:	\$ _____
_____ % of stored material:	\$ _____
Total Retainage:	<u>\$ 0.00</u>
6. Total complete and stored to date less retainage (4 minus 5):	<u>\$160,232.90</u>
7. Less previous Application for Payments:	<u>\$144,209.61</u>
8. DUE THIS APPLICATION (6 MINUS 7):	<u>\$ 16,023.29</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 & FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 6/4/07

[Signature]
By: Albert Closner, Project Manager
JIMMY CLOSNER & SONS CONSTRUCTION

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4
day of June, 2007

Claudia N. Ybarra
Notary Public
My Commission expires: 03-23-2008



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.


Dated 6/4/07

[Signature]
By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

Jimmy Closner & Sons Const. **Contractor Name**
2/22/2007 **Starting Date**
Project Ending Date
0% **Retainage Percent**

Application No.: 3 & FINAL
Application Date: 5/15/2007
Period To: 5/15/2007
Engineer Firm: JAVIER HINOJOSA ENG.

Summary										
CSJ #	CSJ Name	Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
2C-1080-247	El Paraiso Subd Los Ebanos Road	\$ 160,232.90	\$ 160,232.90	\$ -	\$ 160,232.90	\$ -	\$ -	\$ 160,232.90	\$ 144,209.61	\$ 16,023.29
		<u>\$ 160,232.90</u>	<u>\$ 160,232.90</u>	<u>\$ -</u>	<u>\$ 160,232.90</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 160,232.90</u>	<u>\$ 144,209.61</u>	<u>\$ 16,023.29</u>

Prepared and Checked By: _____ Signature:  _____ Date: 6/4/07

Printed Name: Javier Hinojosa, P.E.

Jimmy Closner & Sons Const.
 02/22/07
 EI Paraiso Subd - Los Ebanos Road

Contractor Name
 Starting Date
 Project Ending Date
 Engineer's / County Project Description

Application No.: 3 & FINAL
 Application Date: 05/15/07
 Period To: 05/15/07
 Engineer's / County Project No: 2C-1080-247

No.	Item Code	Description	Unit	Rate	Schedule Value		Work Previously Completed		This Period		Total Completed To Date		Balance To Finish	
					Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars	Quan.	Dollars
1	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	\$ 12.50	235.00	\$ 2,937.50	235.00	\$ 2,937.50	0.00	\$ -	235.00	\$ 2,937.50	0.00	\$ -
2	530	Driveway (Concrete 300 PSI)	SY	\$ 36.00	26.00	\$ 936.00	26.00	\$ 936.00	0.00	\$ -	26.00	\$ 936.00	0.00	\$ -
3	556	15" RCP Culvert Pipe	LF	\$ 24.60	184.00	\$ 4,526.40	184.00	\$ 4,526.40	0.00	\$ -	184.00	\$ 4,526.40	0.00	\$ -
4	556	24" RCP Culvert Pipe	LF	\$ 38.45	140.00	\$ 5,383.00	140.00	\$ 5,383.00	0.00	\$ -	140.00	\$ 5,383.00	0.00	\$ -
5	556	36" RCP Culvert Pipe	LF	\$ 64.00	496.00	\$ 31,744.00	496.00	\$ 31,744.00	0.00	\$ -	496.00	\$ 31,744.00	0.00	\$ -
6	556	42" RCP Culvert Pipe	LF	\$ 82.00	944.00	\$ 77,408.00	944.00	\$ 77,408.00	0.00	\$ -	944.00	\$ 77,408.00	0.00	\$ -
7	556	Down Drain (H.C.D.D.#1 Specifications)	EA	\$ 5,700.00	1.00	\$ 5,700.00	1.00	\$ 5,700.00	0.00	\$ -	1.00	\$ 5,700.00	0.00	\$ -
8	556	Patch Paving	LF	\$ 10.00	200.00	\$ 2,000.00	200.00	\$ 2,000.00	0.00	\$ -	200.00	\$ 2,000.00	0.00	\$ -
9	556	Trench Protection	LF	\$ 2.00	1764.00	\$ 3,528.00	1,764.00	\$ 3,528.00	0.00	\$ -	1,764.00	\$ 3,528.00	0.00	\$ -
10	556	Type "CC" Inlets	EA	\$ 2,550.00	9.00	\$ 22,950.00	9.00	\$ 22,950.00	0.00	\$ -	9.00	\$ 22,950.00	0.00	\$ -
11	556	5' Dia. Manhole	EA	\$ 2,400.00	1.00	\$ 2,400.00	1.00	\$ 2,400.00	0.00	\$ -	1.00	\$ 2,400.00	0.00	\$ -
12	556	Silt Fencing on Inlets	EA	\$ 80.00	9.00	\$ 720.00	9.00	\$ 720.00	0.00	\$ -	9.00	\$ 720.00	0.00	\$ -
13														
14														
15														
16														
17														
18														
19														
20														
21														
					\$ 160,232.90		\$ 160,232.90		\$ -		\$ 160,232.90		\$ -	

Prepared and Checked By: Signature: 
 Printed Name: Javier Hinojosa, P.E.

Date: 6/4/07

Jimmy Closner & Sons Construction
2809 W Exp 83
La Feria, TX 78559
(956) 797-0785
(956) 797-0576 Fax

Application Number:
Application Date:
Period To:

Final Bill
May 15, 2007
Retainage Due

El Paraiso Subdivision Drainage Improvements

Item No.	Description	QTY	Unit	Total Contract		Completed to Date	
				Unit Cost	Total Cost	QTY	Total Cost
1	Driveway (Asph-Conc-Pav) (PB-1)	235	SY	\$ 12.50	\$ 2,937.50	235	\$ 2,937.50
2	Driveway (Concrete 3000 PSI)	26	SY	\$ 36.00	\$ 936.00	26	\$ 936.00
3	15" RCP Culvert Pipe	184	LF	\$ 24.60	\$ 4,526.40	184	\$ 4,526.40
4	24" RCP Culvert Pipe	140	LF	\$ 38.45	\$ 5,383.00	140	\$ 5,383.00
5	36" RCP Culvert Pipe	496	LF	\$ 64.00	\$ 31,744.00	496	\$ 31,744.00
6	42" RCP Culvert Pipe	944	LF	\$ 82.00	\$ 77,408.00	944	\$ 77,408.00
7	Down Drain (Hidalgo County Drainage District No. 1 Specifications)	1	EA	\$ 5,700.00	\$ 5,700.00	1	\$ 5,700.00
8	Patch Paving	200	LF	\$ 10.00	\$ 2,000.00	200	\$ 2,000.00
9	Trench Protection	1764	LF	\$ 2.00	\$ 3,528.00	1,764	\$ 3,528.00
10	Type "A" Inlets	9	EA	\$ 2,550.00	\$ 22,950.00	9	\$ 22,950.00
11	5' Dia. Manhole	1	EA	\$ 2,400.00	\$ 2,400.00	1	\$ 2,400.00
12	Silt Fencing on Inlets	9	EA	\$ 80.00	\$ 720.00	9	\$ 720.00
	Total for Bid				\$ 160,232.90		\$ 160,232.90


 Jimmy Closner & Sons
 By Jaime Closner

Contract Amount	\$ 160,232.90
Change Order Work	\$ -
Adjusted Contract Amount	\$ 160,232.90
Completed to Date	\$ 160,232.90
Less Previous Payments	\$ 144,209.61
Total Due This Invoice	\$ 16,023.29

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON JUNE 1 , 2007 A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: **January 23, 2007**

OWNER: **Hidalgo County Precinct No. 3**

CONSTRUCTION CONTRACTOR: **Jimmy Closner & Sons Construction Company, Inc.**
OF THE CITY OF **MERCEDES**, STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: **Border Colonia Access Project**
El Paraiso Drainage Outfall Subdivision

CONTRACT # **C-CAP 06-010-01-23**
Located in or near the **Hidalgo County Precinct #3.**

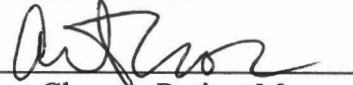
THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**
2. That the sum of (0), deducted from final payment of the **Jimmy Closner & Sons Construction Company, Inc.**, is a fair and equitable settlement for the foregoing except work.
3. That **Jimmy Closner & Sons Construction Company, Inc.**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That **Jimmy Closner & Sons Construction Company, Inc.**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract : \$160,232.90
Present Amount of Contract: \$160,232.90
Total Amount of earned to date: \$160,232.90
Less: previous payments: \$144,209.61
Authorized deductions: \$ 0.00
AMOUNT OF FINAL PAYMENT: \$ 16,023.29

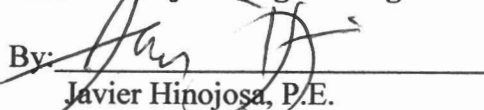
6. That the final payment in the amount of **(\$16,023.29)** is now due and payable.

CONCURRED BY:

Jimmy Closner & Sons Construction Company, Inc.

By: 
Albert Closner, Project Manager

Javier Hinojosa Engineering

By: 
Javier Hinojosa, P.E.

Hidalgo County

By: _____
Juan D. Salinas, III, County Judge

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

MEMORANDUM

To: Jimmy Closner & Sons Construction Co., Inc.
Attn: Mr. Albert Closner Sent Via Fax No. (956) 797-0576

From: Javier Hinojosa, P.E. *JH*

Re: **Colonia Access Program Bid No. CAP 06-010-12-27**
El Paraiso Subdivision Drainage Outfall

Date: May 23, 2007

The following is a punch list of items for El Paraiso Subdivision Drainage Outfall as per the walk through held on May 23, 2007. In attendance were Mr. Albert Closner (Jimmy Closner & Sons Construction Co., Inc.), Mr. Daniel Lopez (Javier Hinojosa Engineering) and Mr. Saul Ramirez (Hidalgo County Precinct No. 3).

1. Remove trench box from project site.
2. Remove left over construction materials including concrete pipes and talcote cans.
3. Patch the top of the grate inlet located on the northwest corner of Mile 6 and Los Ebanos Road.
4. Reset "Children at Play" sign along the east side of Los Ebanos Road.
5. Repair asphalt to the entrance of El Paraiso Subdivision from Los Ebanos Road.
6. Regrade bar ditch along the east side of Los Ebanos Road from Isaac Drive to Mile 6.
7. Re-compact bar ditch on east side of Los Ebanos Road approximately 150' north from Mile 6. (sink hole developing)
8. Remove existing dirt pile on Isaac Drive.

If you have any questions or require further information, please feel free to contact me at your convenience.

cc: Mr. Saul Ramiez, Hidalgo County Precinct No. 3(Fax No. 205-7009) 416 E. Dove Avenue
cc: Mr. Agapito Vargas, Colonia ACESS Program (Fax No. 787-4683)

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

~~PROVISIONAL~~ FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction Co., L.C.
to furnish

in connection with certain improvements to real property located in HIDALGO
County, Texas, and owned by Hidalgo County Precinct #3

Which improvements are described as follows:

El Paraiso Subdivision Drainage Improvements

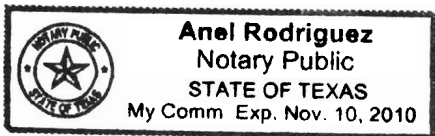
In consideration of Pay Estimate No. Final in the amount of nine hundred sixty one dollars + forty cents DOLLAR (\$ 961.40) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Closner Construction Co., L.C.
SUPPLIER

By: [Signature]
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 14th day of MAY, 2007 to certify which witness my hand and seal of office.



[Signature]
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

Nov 10, 2010

~~PROVISIONAL~~ FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Varmicon Industries
to furnish RCP materials

in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County Precinct #3 - BORDER. Colonia Access Program
Which improvements are described as follows: Round II

El Paraiso Sub'd Drainage Improvements

in consideration of Pay Estimate No. Final in the amount of Zero Dollars
DOLLAR (\$ _____) and other good and

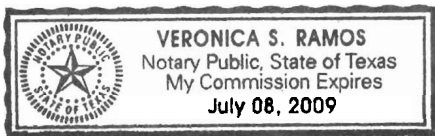
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Varmicon Industries
SUPPLIER

By: John Barnes
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 14TH day of MAY, 2007, to certify which witness my hand and seal of office.



Veronica S. Ramos
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

July 8, 2009

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS 2809 W EXP 83
 CLOSER CONSTRUCTION CO. LC. LA FERIA, TX 78559 OMB No.: 1215-0149
 Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.
 EL PARAISO SUBDIVISION DRAINAGE IMPROVEMENTS-ALTON, TX

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
				M	T	W	T	F	S	S				FICA	WITH-HOLDING TAX	UNI-FORMS	HEALTH INS	OTHER		TOTAL DEDUCTIONS
				HOURS WORKED EACH DAY																
ABELARDO GARCIA 2014 N NICHOLAS AVE; MISSION ***-**-3457	0	BACKHOE OPERATOR	o										/	NO WORK DONE FOR THIS INVOICE						
			s																	
JOSE A CANTU 4522 SOTIRA ST; PALVIEW ***-**-5176	2	LABOR	o										/	NO WORK DONE FOR THIS INVOICE						
			s																	
OSCAR GARCIA PO BOX 883; MISSION ***-**-9675	0	PIPE LAYER	o										/							
			s																	
JUAN MALDONADO 2100 GALVESTON; MCALLEN ***-**-8982	0	PIPE LAYER	o										/							
			s																	
JORGE CASTELAN 2014 NICHOLSON; MISSION ***-**-0223	0	FRONT END LOADER	o										/							
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

JIMMY CLOSNER & SONS CONST. CO., INC.
P.O. BOX 170
MERCEDES, TEXAS 78570
(956) 565-2688 *FAX(956) 565-0347

Javier Hinojosa Engineering
Attn: Javier Hinojosa, P.E.
416 E Dove Avenue
McAllen, Texas 78504

Re: El Paraiso Subdivision

LETTER OF GUARANTEE

Jimmy Closner & Sons Const.Co.,Inc. guarantees all materials and workmanship on El Paraiso Subdivision project to be free of defects for a period of (1) one year from the following date: May 11, 2007. Upon notice, any defective materials or faulty workmanship developing on Storm Sewer or Paving within this period will be replaced at no cost to the owner. Any damages done by others (Utility Companies, Fencing Contractors, Lawn & Sprinkler Contractors, etc.) are not covered by this warranty.

Sincerely,

Robert Closner
Vice President

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

PROJECT: Drainage Improvements for El Paraiso Subdivision, Colonia Access Program, H

[
TO (Owner)
Hidalgo County Precinct No. 3
C/O Javier Hinojosa Engineering
416 East Dove Avenue
McAllen, TX 78504
]

ARCHITECT'S PROJECT NO. C-CAP-06-010-01-23

CONTRACT FOR:

CONTRACT DATE: 01/23/2007

CONTRACTOR:
Jimmy Closner & Sons Construction Co., Inc.
P O Box 170
Mercedes, TX 78570

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)
Fidelity & Deposit Company of Maryland
Colonial American Casualty & Surety Co.
P O Box 1227
Baltimore, MD 21203

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Jimmy Closner & Sons Construction Co., Inc.

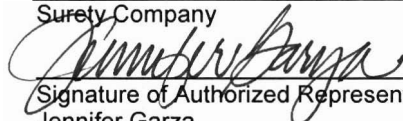
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Hidalgo County Precinct No. 3
C/O Javier Hinojosa Engineering
416 East Dove Avenue
McAllen, TX 78570

, OWNERS,
as set forth in the said Surety Company's bond.
IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 11th day of May 20 07 .

Fidelity & Deposit Company of Maryland
Colonial American Casualty & Surety Co.
Surety Company



Signature of Authorized Representative
Jennifer Garza
Title Attorney-In-Fact

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA and Richard GARZA, all of Mercedes, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Robert GARZA, Mary MARTINEZ, Robert R. GARZA, Jennifer GARZA, Richard GARZA, dated November 21, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 14th day of October, A.D. 2005.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



Eric D. Barnes

Eric D. Barnes Assistant Secretary

M. P. Hammond

By: M. P. Hammond Vice President

State of Maryland }
City of Baltimore } ss:

On this 14th day of October, A.D. 2005, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

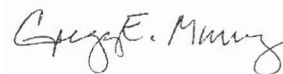
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 11th day of May, 2007.



Assistant Secretary