



## Hidalgo County Border Colonias Access Program

### MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent  
Attn: Laura R. Moya, HCCAP Buyer II

CC: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2  
Rosanna Schettino, HCCAP Auditor  
Yolanda Cisneros, Accounts Payable Precinct 2  
Charlie Contreras, Special Projects Coordinator Precinct 2  
HCCAP County Wide Files

FROM: Agapito Vargas, Jr., Hidalgo County BCAP Director *[Signature]*

DATE: 1 November 2007

Subject: Recommendation of Award – Roadrunner #2 Subdivision; CSJ: 2C1080620 a  
Round II Colonias Projects

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Marty, please place the above-mentioned item on Commissioner's Court for Tuesday, 13<sup>th</sup> November 2007.

Precinct 2 is requesting approval to award to lowest responsive bidder the contract for the above referenced Border Colonias Access Program project. The project engineer, R. Gutierrez Engineering, Inc. is recommending Sascon, Inc. of McAllen, TX as the lowest responsive bidder with a bid amount of \$79,189.00.

Three bids were received for this project. the bidders submitting bids were Closner Construction, TRC Utilities and Sascon, Inc.

Account number is 7-1311-431-00-122-620-0-733 & 734.

This project will be a combine project between County force account and the contractor.

If you have any questions, please advice.

Thanks,

*Award pending TXDOT concurrence*  
*[Signature]*

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# R. Gutierrez Engineering Corporation

October 24, 2007

Agapito Vargas  
Border Colonia Access Roads Program Coordinator  
301 E. State Street  
Pharr, TX 78577

RE: Recommendation for Award – Roadrunner No. 2 Subdivision  
Project No: ENG05.012

Dear Mr. Vargas:


On Wednesday, October 24, 2007, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Three (3) bids were received for this project. The low base bid was for **\$79,189.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Sascon, Inc.** from McAllen, Texas in the amount of **\$79,189.00**.

The lowest responsive bidder, Sascon, Inc., did not acknowledge the Addendum No. 1 in his bid package, however, the information in the addendum was to clarify some issues that were already covered in the bid specifications. As such, the information in the addendum would not necessarily have an impact on the amount of the bid submitted.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,



Ramiro Gutierrez, P.E.  
President

Attach

cc: Project Files

RECEIVED  
OCT 24 2007

*[Handwritten signature]*  
4:53 pm.

**PLAN HOLDERS LIST  
ROADRUNNER #2**

Bid Number: CAP-07-030-10-24-LRM

Prebid Conf. Wednesday, October 17, 2007 @ 2:00 p.m.

Location: Hidalgo Co. Purchasing Department 2812 S. Business 281, Edinburg, TX

Bid Opening: Wednesday, October 24, 2007 @ 9:30 am

Location: Hidalgo Co. Purchasing Department Conference Room, 2812 S. Business 281, Edinburg, TX

ENG05.0121

Deposit Amount: \$75.00

Bid Set No.	Company	Contact Person	Address	City	State	Zip Code	Phone	Fax	Addendum					Date		Deposit		
									1	2	3	4	5	Issued	Check	Cash	N.A.	
1	R. Gutierrez Engineering	Ramiro Gutierrez	130 E. Park	Pharr	TX	78577	956-782-2557	956-782-2558										
2	Hidalgo County PCT #2	Agapito Vargas	301 E. State St.	Pharr	TX	78577	956-787-1891	956-787-4683							10-08			
3	Hidalgo County	Laura R Moya	2812 S. Bus 281	Edinburg	TX	78539	959-318-2626	956-318-2629							10-08			
4	A.G.C.	Perry Voughn	6918 W. Expressway 83	Harlingen	TX	78552	956-423-4091	956-423-0174							10-08			
5					TX													
6	The Builder's Exchange of Texas	Jennette	4047 Naco Perrin Ste 100	San Antonio	TX	78217	210-564-6900	210-564-6902							10-08			
7	ER Paving Company	Efrain Gonzalez	29073 Nelson Rd	San Benito	TX	78586	956-357-1249	956-399-9754							10-09			
8	Garza Septic tank & Utilities	Jacobo Garza	7337 Owassa Rd	Edinburg	TX	78539	956-739-1000	956-781-3867							10-10			
9	Closner Const.	Albert Closner	PO Box 2707	Laredo	TX	78044	956-202-1844	956-797-0576							10-16			
10	Amttek Panroom & Eng. Rpt.	John Rugh	7801 N Lamar Suite A137	Austin	TX	78752	512-323-0508	512-323-0920							10-15			
11	JM Construction	Juan Mendoza	3701 Jade St	Weslaco	TX	78596	956-205-8224	956-514-4955							10-16			
12	Ecarn	Abel Cisneros					956-638-6173								10-18			
13																		
14	TRC Utilities	Mel Ortiz					956-583-8900	956-583-8912							10-23			

R. Gutierrez Engineering Corporation  
 130 E. Park Avenue  
 Pharr, Texas 78577

10/24/2007

**BID TABULATION  
 ROADRUNNER 2 SUBDIVISION**

**DATE:** 10/24/07  
**TIME:** 9:30 A.M.  
**LOCATION:** HIDALGO COUNTY PURCHASING DEPARTMENT

Item Number	Estimated Quantity	Unit	Item Description	GLOSNER CONST. CO.		SASCON, INC		TRC UTILITIES	
				Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
402	228.00	LF	Trench Excavation Protection	\$ 10.00	\$ 2,280.00	\$ 4.00	\$ 912.00	\$ 25.00	\$ 5,700.00
432	15.00	CY	Concrete Riprap (CL-C)	\$ 475.00	\$ 7,125.00	\$ 200.00	\$ 3,000.00	\$ 125.00	\$ 1,875.00
464	189.00	LF	RCP (CL III) (18")	\$ 35.00	\$ 6,615.00	\$ 29.00	\$ 5,481.00	\$ 38.00	\$ 7,182.00
465	3.00	EA	Inlet (Ty A)	\$ 2,275.00	\$ 6,825.00	\$ 2,900.00	\$ 8,700.00	\$ 4,500.00	\$ 13,500.00
529	7,257.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 9.75	\$ 70,755.75	\$ 8.00	\$ 58,056.00	\$ 10.00	\$ 72,570.00
530	76.00	SY	Driveways (CONCRETE)	\$ 58.75	\$ 4,465.00	\$ 40.00	\$ 3,040.00	\$ 63.00	\$ 4,788.00
<b>TOTAL BASE BID AMOUNT:</b>					<b>98,065.75</b>		<b>79,189.00</b>		<b>105,615.00</b>

*95,785.75*

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: COLONIA ACCESS PROGRAM PROJECT - HIDALGO COUNTY PRECINCT NO. 2**

**BID OPENING DATE: October 24, 2007**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2" (PROJECT CARRIED BY: R. GUTIERREZ ENGINEERING)**

**BID NO: CAP- 07-030-10-24-LRM**

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	ACKNOWLEDGMENT OF ADDENDUM	BID BOND/ CASHIER'S CHECK
1.	Closner Construction	correct amt is \$98,065.75 written on bid \$95,785.75	√	Bid Bond
2.	TRC Utilities	\$105,615.75	√	Bid Bond
3.	Sascon Inc	\$79,189.00	√	Bid Bond
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**Bid Tabulation for Roadrunner #2 Subdivision Bid No CAP-07-030-10-24-Irm**

Roadrunner #2		Closner Construction		TRC Utilities		Sascon Inc	
TXDOT Item No	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
402	228.00	\$ 10.00	\$ 2,280.00	\$ 25.00	\$ 5,700.00	\$ 4.00	\$ 912.00
432	15.00	\$ 475.00	\$ 7,125.00	\$ 125.00	\$ 1,875.00	\$ 200.00	\$ 3,000.00
464	189.00	\$ 35.00	\$ 6,615.00	\$ 38.00	\$ 7,182.00	\$ 29.00	\$ 5,481.00
465	3.00	\$ 2,275.00	\$ 6,825.00	\$ 4,500.00	\$ 13,500.00	\$ 2,900.00	\$ 8,700.00
529	7,257.00	\$ 9.75	\$ 70,755.75	\$ 10.00	\$ 72,570.00	\$ 8.00	\$ 58,056.00
530	76.00	\$ 58.75	\$ 4,465.00	\$ 63.00	\$ 4,788.00	\$ 40.00	\$ 3,040.00
			\$ -		\$ -		\$ -
<b>Grand Total</b>			<b>\$ 98,065.75</b>		<b>\$ 105,615.00</b>		<b>\$ 79,189.00</b>
Addendum Received			√				
Bid Bond/Cashier Check			<b>Bid Bond</b>		<b>Bid Bond</b>		<b>Bid Bond</b>
*Closner Construction correct amt on his bid is \$98,065.75 not \$95,785.75							

**BIDDER'S ACKNOWLEDGMENT**

Bid for  
**HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Closner Construction Co. LC

Address: 2809 W EXP 83  
LAFERIA, TX 78559

By: Jaime Closner

Printed Name: Jaime Closner

Title: President

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID PROPOSAL FORM  
HIDALGO COUNTY COLONIA ACCESS PROGRAM  
ROAD CONSTRUCTION OF ROADRUNNER 2 SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (In figures)	Total (in figures)
402	228.00	LF	Trench Excavation Protection <u>ten</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ <u>10.00</u>	\$ <u>2,280.00</u>
432	15.00	CY	Concrete Riprap (CL C) <u>four hundred seventy five</u> Dollars and <u>Zero</u> Cents Per Cubic Yard	\$ <u>475.00</u>	\$ <u>7,125.00</u>
464	189.00	LF	RCP (CL III) (18") <u>thirty five</u> Dollars and <u>Zero</u> Cents Per Linear Foot	\$ <u>35.00</u>	\$ <u>6,615.00</u>
465	3.00	EA	Inlet (Ty A) <u>two thousand two hundred seventy five</u> Dollars and <u>Zero</u> Cents Per Each	\$ <u>2,275.00</u>	\$ <u>6,825.00</u>
529	7,257.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) <u>nine</u> Dollars and <u>Seventy five</u> Cents Per Linear Foot	\$ <u>9.75</u>	\$ <u>70,755.75</u>
530	76.00	SY	Driveways (CONCRETE) <u>fifty eight</u> Dollars and <u>Seventy five</u> Cents Per Square Yard	\$ <u>58.75</u>	\$ <u>4,465.00</u>
			<u>ninety five thousand Seven hundred eighty five</u> Dollars and <u>Seventy five</u> Cents Total Base Bid Amount	\$ _____	\$ <u>95,185.75</u>

**Bid Proposal From (Continued)**

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ ) or a Bid Bond in the sum of \_\_\_\_\_ Dollars ( 5% (TAB) ), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	<u>10/17/07</u>	_____
#2.	_____	_____
#3.	_____	_____
#4.	_____	_____

Respectfully submitted,

Closner Construction Co. LC  
Name of Firm

By: [Signature] 10/22/07  
Signature Date

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.**

President  
Title

2809 WEXP 83  
Address

LA Feria, TX 78559

(Seal, if BID is by a Corporation)

797-0785  
Telephone Number

Attest \_\_\_\_\_

## **ADDENDUM NO. 1**

**July 18, 2007**

### **"ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO"**

**BID NO.: CAP-07-030-10-24-LRM**

**Bid Opening Date: Wednesday, October 24, 2007**

#### **PLEASE NOTE CHANGES AS FOLLOWS:**

1. **Clarification of items discussed during Pre-Bid Meeting are as follows:**
  - Attention is called to the "Construction General Notes" on page 46 of the bid documents that explain the sequence of construction for the project. The sequence of construction will require the Contractor to "move-in" to the project four (4) times.
  - Hidalgo County Pct 2 forces will construct the base to be close to the proposed grade and to meet compaction requirements prior to the Contractor constructing the curb and gutter. The Contractor will be required to cut the base to grade prior to constructing the curb and gutter. If additional base is required to bring the base to proper grade, the County will construct the additional base and obtain the proper compaction beneath the curb and gutter. Any excess base material, removed by the Contractor to bring the base to grade, will be spread out across the road.
  
2. **Pages 3 and 4 "Request for Bids" are voided and replaced with the Pages 3 and 4 "Request for Bids" attached herewith. The deposits of \$75.00 will be non-refundable to match the advertisement in the newspaper.**

October 17, 2007

RE: ADDENDUM NO. 1  
FOR BID No: CAP--07-030-10-24-LRM  
"ROAD CONSTRUCTION OF  
ROADRUNNER NO. 2 SUBDIVISION  
FOR HIDALGO COUNTY PRECINCT  
TWO"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with "HIDALGO COUNTY PCT No. 2" - request for sealed bids for "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO."

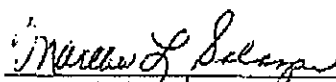
Please add this **ADDENDUM NO. 1** to your packet so as to permit your company to submit a complete bid. See original bid packet REQUEST FOR BIDS page 3.

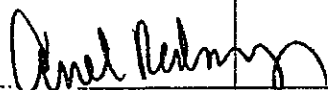
Acknowledge receipt of **ADDENDUM No. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.


If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

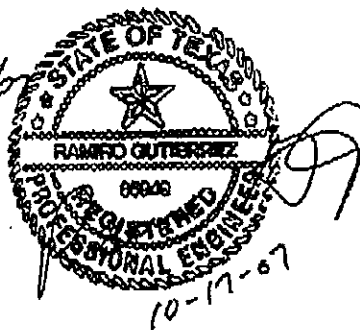
Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO."

Thank you for your prompt attention on this matter.

  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY:   
ADDENDUM NO. 1  
ACKNOWLEDGEMENT OF RECEIPT

 10/17/07  
Ramiro Gutierrez, P.E.  
R. Gutierrez Engineering Corporation





**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

State of Texas  
County of Hidalgo

Jaime Closner being first duly sworn, deposes and says that

- (1) He is President, of Closner Construction Co., LG the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

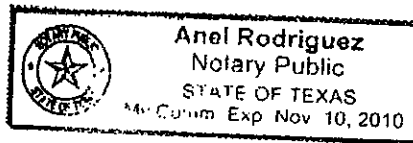
(Signed) \_\_\_\_\_

President  
(Title)

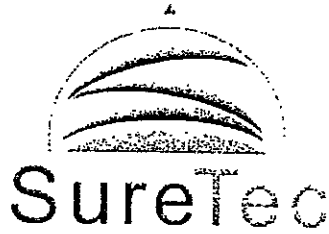
Subscribed and sworn to before me this 23

day of October, 2007

Anel Rodriguez  
Notary Public



My Commission expires: Nov 10, 2010



**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we Closner Construction Co., LC as principal, hereinafter called the "Principal," and SURETEC INSURANCE COMPANY, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746, as surety, hereinafter called the "Surety," are held and firmly bound unto Hidalgo County Precinct 2 as obligee, hereinafter called the "Obligee," in the sum of (5%) percent of the amount of the bid submitted by Principal, not to exceed Five Percent Greatest Amount Bid Dollars (\$5% G.A.B.) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the principal has submitted a bid for Roadrunner #2 Subdivision.

**NOW, THEREFORE**, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

**PROVIDED, HOWEVER**, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 24th day of October, 20 07.

Closner Construction Co., LC  
(Principal)

BY: \_\_\_\_\_

TITLE: President

SureTec Insurance Company

BY: \_\_\_\_\_

Jennifer Garza, Attorney-in-Fact

# SureTec Insurance Company

## THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

### Statutory Complaint Notice

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099

You may also write to the Surety at:

SureTec Insurance Company  
5000 Plaza on the Lake, Suite 290  
Austin, TX 78746

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance at

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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### Important Notice Regarding Terrorism Risk Insurance Act of 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: SureTec Insurance Company, U. S. Specialty Insurance Company, and any other company that is added to SureTec Insurance Company for which surety business is underwritten by SureTec Insurance Company ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

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### Exclusion of Liability for Mold, Mycotoxins, and Fungi

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Robert R. Garza, Robert Garza, Richard Garza, Jennifer L. Garza, Mary Martinez of Mercedes, Texas its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Hundred Thousand and no/100 Dollars (\$500,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until August 31, 2008 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999)

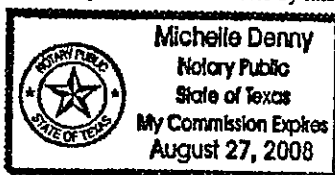
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

State of Texas                      ss:  
County of Harris



SURETEC INSURANCE COMPANY  
By: [Signature]  
Bill King, President

On this 20th day of June, A.D. 2005 before me personally came Bill King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Michelle Denny, Notary Public  
My commission expires August 27, 2008

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of October, 2007, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

**BIDDER'S ACKNOWLEDGMENT**

Bid for  
**HIDALGO COUNTY COLONIA ACCESS PROGRAM --  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: SUTSUDA TITIC

Address: 5700 N 26TH LN  
WILLOW TX 75524

By: H. D. Sklass

Printed Name: H. D. Sklass

Title: President

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.



**Bid Proposal From (Continued)**

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars ( \_\_\_\_\_ )  
 or a Bid Bond in the sum of 5% TAB Dollars ( \_\_\_\_\_ ), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	_____	_____
#2.	_____	_____
#3.	_____	_____
#4.	_____	_____

Respectfully submitted,

SASCON INC  
 Name of Firm

By: [Signature] 10-19-07  
 Signature Date

**THIS PROPOSAL MUST BE  
 SIGNED BY AN OFFICER OF  
 REPRESENTATIVE DULY  
 AUTHORIZED BY THE BIDDER.**

[Signature]  
 Title

5700 N 26th  
 Address

McAllen TX 78504

(Seal, if BID is by a Corporation)

952-682-3454  
 Telephone Number

Attest [Signature]



FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
 HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Sascon Inc.  
5200 N 26th Ln (Here insert the name and address or legal title of the Contractor)  
McAllen, TX 78504

\_\_\_\_\_, as Principal, (hereinafter called the "Principal"),  
Fidelity and Deposit Co of MD  
~~and Colonial American Casualty & Surety Co.~~ of Baltimore, Maryland, a corporation duly organized  
 (Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto  
Hidalgo County Precinct No 2  
 (Here insert the name and address or legal title of the Owner)

Edinburg, TX

\_\_\_\_\_, as Obligee, (hereinafter called the "Obligee"),  
 in the sum of Five Percent of Greatest Amount of Bid Dollars (5.5% of G.A.B.),  
 for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
 executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ROAD CONSTRUCTION - ROAD RUNNER SUBDIVISION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18TH day of October A.D. ~~200~~ 2007

Oralia Ramos  
 Witness

[Signature] (SEAL)  
 Principal  
[Signature]  
 Title

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

Lisa Gibson  
 Witness

By [Signature] (SEAL)  
 Surety  
 Title

**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 PAUL C. ROGERS, Vice President, and T. E. SMITH, 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 notified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint C. Don BOWMAN, Phillip Lee FOX and Richard E. DOOLEY, all of McAllen, Texas, EACH in his full and lawful right and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety and as its doer and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE MILLION DOLLARS (\$1,000,000) EXCEPT bonds on behalf of Independent Executors, Community Survivors and Continuity 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 C. Don Bowman, Phillip Lee Fox, Richard E. Dooley, dated February 7, 1996.

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 11th day of August, A.D. 2003.

ATTEST:

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



*T. E. Smith*

T. E. Smith Assistant Secretary

By:

*Paul C. Rogers*

Paul C. Rogers Vice President

State of Maryland }  
City of Baltimore } ss:

On this 11th day of August, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, 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.



*Dennis R. Hayden*

Dennis R. Hayden Notary Public  
My Commission Expires: February 1, 2005

**BIDDER'S ACKNOWLEDGMENT**

Bid for  
**HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)  
HIDALGO COUNTY  
BID NO: CAP-07-030-10-24-LRM**

To: Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: T.R.C utilities

Address: 2100 W. Mile 1 South

Mission TX 78572

By: Mel Ortiz

Printed Name: Mel Ortiz

Title: Project Manager

**BID PROPOSAL FOR  
HIDALGO COUNTY COLONIA ACCESS PROGRAM –  
ROAD & DRAINAGE CONSTRUCTION OF LJ #1 SUBDIVISION(S)  
BID NO: CAP-07-030-10-24-LRM**

Martha L. Salazar. Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S. Business 281  
Edinburg, Texas 78539

Dear Ms. Salazar:

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION OF ROADRUNNER #2 SUBDIVISION(S)** located **Hidalgo County Precinct 2**, the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items, all other work shall be incidental to bid items):

Estimated quantities are provided for information only.

BID PROPOSAL FORM  
HIDALGO COUNTY COLONIA ACCESS PROGRAM  
ROAD CONSTRUCTION OF ROADRUNNER 2 SUBDIVISION

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
402	228.00	LF	Trench Excavation Protection <u>twenty five</u>	Dollars and Cents \$ <u>25<sup>00</sup></u>	\$ <u>5700<sup>00</sup></u>
			Per Linear Foot		
432	15.00	CY	Concrete Riprap (CL C) <u>One hundred twenty five</u>	Dollars and Cents \$ <u>125<sup>00</sup></u>	\$ <u>1875<sup>00</sup></u>
			Per Cubic Yard		
464	189.00	LF	RCP (CL III) (18") <u>thirty eight</u>	Dollars and Cents \$ <u>38<sup>00</sup></u>	\$ <u>7182<sup>00</sup></u>
			Per Linear Foot		
465	3.00	EA	Inlet (Ty A) <u>fourty five</u>	Dollars and Cents \$ <u>4500<sup>00</sup></u>	\$ <u>13,500<sup>00</sup></u>
			Per Each		
529	7,257.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) <u>ten</u>	Dollars and Cents \$ <u>10<sup>00</sup></u>	\$ <u>72,570<sup>00</sup></u>
			Per Linear Foot		
530	76.00	SY	Driveways (CONCRETE) <u>sixty three</u>	Dollars and Cents \$ <u>63<sup>00</sup></u>	\$ <u>4788<sup>00</sup></u>
			Per Square Yard		
			<u>one hundred five thousand six hundred fifteen</u>	Dollars and Cents \$ <u>105,615</u>	\$ <u>105,615<sup>00</sup></u>
			<u>- 0 -</u>		
			Total Base Bid Amount		

**Bid Proposal From (Continued)**

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 30 calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the Construction Contract.

Enclosed with this Proposal is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\_\_\_\_\_)

or a Bid Bond in the sum of 50% Dollars (5,250.00), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE
#1.	<u>10-23-07</u>	<u># 1</u>
#2.	_____	_____
#3.	_____	_____
#4.	_____	_____

Respectfully submitted,

T.R.C. utilities  
Name of Firm

By: [Signature] 10-23-07  
Signature Date

Project Manager  
Title

8100 W. Mile 1 South  
Address

Mission, TX 78572

(956) 583-8910  
Telephone Number

**THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.**

(Seal, if BID is by a Corporation)

Attest \_\_\_\_\_

I, T.P.E. Utilities, acknowledge receipt of ADDENDUM NO. 1 dated, October 17, 2007, for BID NO: CAP-07-030-10-24-LRM - "ROAD CONSTRUCTION OF ROADRUNNER NO. 2 SUBDIVISION FOR HIDALGO COUNTY PRECINCT TWO".

Mel Ortiz  
Printed Bidder Name

10-23-07  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET, IN ORDER TO COMPLETE THE BID.....**

**NON-COLLUSION AFFIDAVIT OF  
PRIME BIDDER**

State of Texas  
County of Hidalgo

Hel Ortiz being first duly sworn, deposes and says that

- (1) He is Project Manager, of TRC U, LTD the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Hel Ortiz  
Project Manager  
(Title)

Subscribed and sworn to before me this 24th

day of October, 2007

Stephanie M. Latigo  
Notary Public

My Commission expires: 12/3/07



THE AMERICAN INSTITUTE OF ARCHITECTS

HOUSTON, WOODARD, EASON, GENTLE  
TOMFORDE AND ANDERSON, INC  
DBA INSURANCE ALLIANCE  
1776 Yorktown, Suite 200  
Houston, Texas 77058-4114  
I.D. #1381



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we TRCU, Ltd.  
as Principal, hereinafter called the Principal, and International Fidelity Insurance Company  
a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto Hidalgo County

as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of amount bid  
Dollars (\$ 5% A.B.), for the payment of which sum well and truly to be made, the said Principal and the said  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

WHEREAS, the Principal has submitted a bid for Hidalgo Pct. 2 Road/Drainage - Roadrunner #2 Sub

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such  
Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of  
the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the  
Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger  
amount for which the Obligee may in good faith contract with another party to perform the Work covered by said  
bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of October, 2007.

Harcis Garcia  
(Witness)

TRCU, Ltd. [Signature]  
(Principal) (Seal)  
Project Manager  
(Title)

[Signature]  
Sharon Cavanaugh (Witness)

International Fidelity Insurance Company  
[Signature]  
(Surety) (Seal)  
Michael Cole Attorney-in-Fact

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

HARLAN J. BERGER, MICHAEL COLE, CHERYL R. COLSON, JO ANN PARKER, SHARON CAVANAUGH,  
SUE KOHLER, ANDREW J. JANDA, LELAND L. RAUCH, DONALD E. WOODARD, JR., C.W. ADAMS

Houston, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



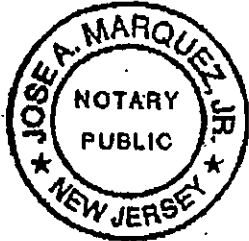
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY  
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

*Sharon A. Cavanaugh*  
Secretary

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Jose A. Marquez, Jr.*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE 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 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 set my hand this 24th day of October, 2007

*Maria H. Franco*  
Assistant Secretary