

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-2008-320-12-02

This Agreement, entered into this 2nd day of DECEMBER, 2008 by and between Hidalgo County (hereinafter called the "OWNER," and, CLOSER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED-OUT AT MI 3N & FM 491"

Hereinafter called the project, for the sum of ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED EIGHTY SEVEN Dollars and FIFTY Cents (\$ 134,887.50) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 120 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, 12/2, 2008.

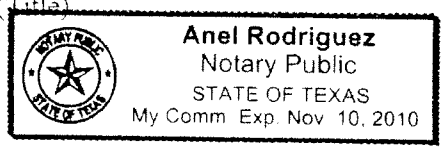
CONTRACTOR: [Signature]
Print Name & Title: Jaime Closner President
Name of Firm: Closner Construction Co. LC

Address: 2809 W EXP 83
LA Feria, TX 78559
Fed I.D. #/SS #: 74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 2nd day of December, 2008, by Jaime Closner Of and on behalf of Closner Construction Co LC
President (Title) (A corporation)



[Signature]
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: [Signature]

ATTEST:

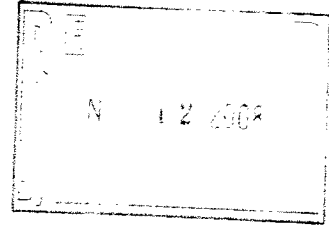
[Signature]
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:
[Signature]
Juan D. Salinas III, County Judge

COPY

BIDDERS ACKNOWLEDGEMENT

Bid for
HIDALGO COUNTY
"SERVICES"
BID NO.: 2008-320A-11-12-LRM



To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & 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: Casner Construction Co. L.C.
Address: 2209 W. Exp. 83 La Feria TX
By: [Signature]
Printed Name: James Casner
Title: President

BID FORM

2008-320A-11-12-LRM

"REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED-OUT AT MI 3N & FM 491"

ROADWAY IMPROVEMENTS

| Item No. | Est Quantity | Unit | Item Description | Unit Bid Price In Words | Unit Price In Figures | Total Extension In Figures |
|----------|--------------|------|-------------------------------------|----------------------------|--------------------------|-------------------------------|
| A1 | 100 | SY | 6" Lime Stabilized Subgrade | Three Dollars | \$ | \$ |
| A2 | 12 | GAL | Prime Coat (0.15 gal/sy) | Seventy-Five Cents | 3.75 | 375.00 |
| A3 | 80 | SY | 3" HMAC Pavement (TY D) Base Course | Twelve Dollars | \$ | \$ |
| A4 | 100 | SY | 12" Flex Base | Seventy-Five Cents | 12.75 | 153.00 |
| A5 | 1 | LS | Traffic Control | Sixteen Dollars | \$ | \$ |
| A6 | 104 | LF | Metal Beam Guard Fence | Seventy-Five Cents | 16.75 | 1,340.00 |
| A7 | 800 | SY | Hydromulch Seeding | Twelve Dollars | \$ | \$ |
| A8 | 1 | LS | Striping | Fifty Cents | 12.50 | 1,250.00 |
| | | | | Five thousand Dollars | \$ | \$ |
| | | | | Cents | 5,000.00 | 5,000.00 |
| | | | | Forty-Eight Dollars | \$ | \$ |
| | | | | Fifty Cents | 48.50 | 5,044.00 |
| | | | | Two Dollars | \$ | \$ |
| | | | | Seventy-five Cents | 2.75 | 2,200.00 |
| | | | | Three thousand Dollars | \$ | \$ |
| | | | | Five hundred | 3,500.00 | 3,500.00 |

2

| | |
|------------------|--------------|
| Roadway Subtotal | \$ 18,862.00 |
|------------------|--------------|

STORM WATER IMPROVEMENTS

| | | | | | | |
|----|-----|----|---|----------------------|--------|-----------|
| B1 | 230 | LF | 30" Temporary Drain PVC Pipe | Seventy-Five Dollars | \$ | \$ |
| B2 | 70 | LF | 60" Polymer Coated Corrugated Metal Pipe (M246) | Cents | 75.00 | 17,250.00 |
| B3 | 560 | LF | Silt Fence for STM. Water Pollution Prevention | Forty-five Dollars | \$ | \$ |
| B4 | 166 | CY | Cement Stabilized Sand Backfill | Cents | 425.00 | 29,750.00 |
| B5 | 65 | CY | Conc. Rip-Rap Slope Protection | Three Dollars | \$ | \$ |
| | | | | Seventy-Five Cents | 3.75 | 2,100.00 |
| | | | | Sixty-two Dollars | \$ | \$ |
| | | | | Cents | 62.00 | 10,292.00 |
| | | | | Five hundred Dollars | \$ | \$ |
| | | | | Seventy-five | 575.00 | 37,375.00 |

| | | | | | | | |
|-----|-----|----|--|-----------------------------------|---------|-------|------------------------|
| B6 | 75 | LF | Trench Safety for Storm Water | Fifteen 0 | Dollars | | |
| | | | | | Cents | 15.00 | 1,125.00 |
| B7 | 160 | LF | Channel Excavation for regarding ditch | Sixty-Five 0 | Dollars | | |
| | | | | | Cents | 65.00 | 10,400.00 |
| B8 | 70 | LF | Remove Existing 30" RCP | Twenty-Five 0 | Dollars | | |
| | | | | | Cents | 25.00 | 1,750.00 |
| B9 | 242 | CY | Select Backfill (Roadway) | Eleven Seventy-five | Dollars | | |
| | | | | | Cents | 11.75 | 2,843.50 |
| B10 | 140 | CY | Fill Dam | Twelve Seventy | Dollars | | |
| | | | | | Cents | 12.75 | 1,785.00 ³⁴ |
| B11 | 8 | LF | 15" RCP | Thirty-Five 0 | Dollars | | |
| | | | | | Cents | 35.00 | 280.00 |
| B12 | 13 | CY | Gravel Bedding (pit run gravel 3/4" max. size) | Twenty-Five 0 | Dollars | \$ | \$ |
| | | | | | Cents | 25.00 | 325.00 |
| B13 | 50 | LF | 4" PVC Waterline W/Couplings (2) | Fifteen 0 | Dollars | \$ | \$ |
| | | | | | Cents | 15.00 | 750.00 |

| | |
|----------|------------|
| Drainage | \$ |
| Subtotal | 116,025.50 |

| | |
|-----------|-----------------|
| Bid Total | \$ 1,341,887.50 |
|-----------|-----------------|

BIDDER/COMPANY NAME: Closner Construction Co. L.C.

AUTHORIZED SIGNATURE: 

PRINTED NAME: James Closner

TITLE: President

CONTINUATION OF BID PAGE

The undersigned Bidder agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of _____ Dollars (5 Y. Tab), which is agreed shall be collected and retained by the Owner under the conditions hereof within ten (10) days after the date this proposals 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 | DATE | ACKNOWLEDGE |
|----|----------------|--------------------------|------|--|
| #1 | <u>11/7/08</u> | <u>Horacio Rodriguez</u> | #2 | <u>11/11/08</u> <u>Horacio Rodriguez</u> |
| #3 | _____ | _____ | #4 | _____ |

Respectfully submitted,

Claxner Construction Co. L.C.
Name of Firm

By: [Signature] 11/10/08
Signature Date

President
Title

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

2809 W. Exp. 83
Address

La Feria, TX 77559

(409) 797-0725
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____



BID BOND

Bond No. 812646

KNOW ALL MEN BY THESE PRESENTS:

THAT we, CLOSNER CONSTRUCTION CO., L.C., as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto HIDALGO COUNTY PRECINCT NO. 1, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid 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 REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDGE WASHED OUT AT MI 3N & FM 491.

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 and give bond with good and sufficient surety, 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

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 12TH day of NOVEMBER, 2008.

Principal:
CLOSNER CONSTRUCTION CO., L.C.
(Seal)

By: [Signature]
(title)

Surety:
INSURORS INDEMNITY COMPANY
(Seal)

By: [Signature]
Attorney-In-Fact



IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Section 2253.021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

_____ Jaime Cisneros _____, being first duly sworn,
deposes and says that:

(1) He is _____ President _____, of

Cisneros Construction Co., L.P., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this 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, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché 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 of 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 or 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, 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) _____
Jaime Cisneros

President

(Title)

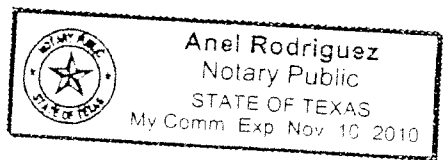
Subscribed and sworn to before me on this 11th

Day of November, 2008

Anel Rodriguez

Notary Public

Title





**TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)**

Bond Number: 812655

KNOW ALL MEN BY THESE PRESENTS:

THAT, Closner Construction Co. L.C., (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the Hidalgo County Precinct No 1 (hereinafter called the Obligee), in the amount of One Hundred Thirty-Four Thousand, Eight Hundred Eighty Seven and 50/100 Dollars (\$134,887.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 2nd day of December, 2008, for the construction of repair, reconstruction of culvert pipe bridge washed-out at Mi 3N & FM 491.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Insurors Indemnity Company
Or 225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or
 - C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
 - D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Oblige does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, mycotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of December, 2008.

APPROVED AS TO FORM:

By: _____ Oblige (Seal)

PRINCIPAL: Closner Construction Co., LC
(Seal)

By: Jai C
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: Jennifer Hanger
Attorney-in-Fact





**Insurors
Indemnity
Company**

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

**TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)**

Bond Number: 812655

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Closner Construction Co. LC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas are held and firmly bound unto Hidalgo County Precinct No. 1 (hereinafter called the Obligee), in the amount of One Hundred Thirty-Four Thousand, Eight Hundred Eighty Seven and 50/100 Dollars (\$134,887.50) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 2nd day of December, 2008, for the construction of repair, reconstruction of culvert pipe bridge washed-out at Mi 3N & FM 491.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 2nd day of December, 2008.

PRINCIPAL: Closner Construction Co. LC
(Seal)

By: [Signature]
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY

By: [Signature] (Seal)
Attorney-in-Fact





IMPORTANT NOTICE - AVISO IMPORTANTE

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E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

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ATTACH THIS NOTICE TO YOUR POLICY:

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Para obtener informacion o para someter una queja:

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O
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Waco, TX 76701

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1-800-252-3439

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P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

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Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

POWER OF ATTORNEY

PA NO. 812655

KNOW ALL MEN BY THESE PRESENTS:

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas:

as Attorney in Fact, with full power and authority hereby conferred upon them to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Bonds, undertakings, and other written obligations in the nature thereof.

This Power of Attorney is issued subject to the limitation that no instrument executed hereunder shall exceed the amount of:

\$750,000

State of Texas

County of McLennan

Attest:

Tammy Tieperman, Secretary

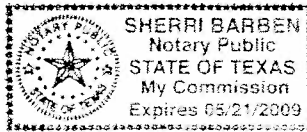


INSURORS INDEMNITY COMPANY

By:

Thomas G. Chase, Jr., Chairman and CEO

On the 01 Day of August, 2005, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase Jr., and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of the Insurors Indemnity Company, and Acknowledged said Power of Attorney to be the voluntary act and deed of the Company.



Sherrri Barben, Notary Public

Sherrri Barben, My Commission expires May 21, 2009

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on August 1, 2005:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on August 1, 2005, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have set my hand and the seal of the INSURORS INDEMNITY COMPANY on this 2nd day of December 2008

This Power of Attorney expires 12-31-2010



Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY CALL 800-933-7444 OR WRITE TO US AT P.O. BOX 1683, WACO, TX 76702-1683

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2008

PRODUCER (956)565-2481 FAX (956)565-2733

McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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.

INSURED Closser Construction Company LC
P O Box 2707
Laredo, TX 78044-2707

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Scottsdale Insurance Co. | |
| INSURER B: Allstate Insurance Company | |
| INSURER C: AmCOMP Assurance Corporation | |
| 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 | BCS0017597 | 07/01/2008 | 07/01/2009 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ Excluded |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY | 048728539 | 07/01/2008 | 07/01/2009 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | OTHER THAN AUTO ONLY EA ACC \$ |
| | | | | | AGG \$ |
| | GARAGE LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> ANY AUTO | | | | AGGREGATE \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | \$ |
| | DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WCV 4121590 | 07/01/2008 | 07/01/2009 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Repair, Reconstruction of Culvert Pipe Bridge Washed-Out at Mi 3N & FM 491

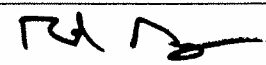
CERTIFICATE HOLDER

Hidalgo County Precinct No. 1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Richard Garza/JEN



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.