

**B. Pct. 1**

1. **Presentation for consideration, discussion, and approval of Work Authorization No. 5 in the amount of \$ 770,000.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and CIP. Projects" for (Complete Survey Services for Approximately 20 Miles of Drainage Ditch) within Hidalgo County Precinct No. 1.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, acceptance and approval of a the final contracts (subject to legal review and approval as to form) with Closner Construction for Bid No. 2008-320B-11-12-LRM- "Culvert Crossing & Drainage Improvements Project-Mile13 North & Mile 6 West" - Precinct No. 1, (as awarded by CC on 01/20/09).**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**C. Pct 2**

1. **Requesting approval of Supplemental Agreement No. 3 to Work Authorization No. 9 for current contract with R. Gutierrez Engineering for the South Tower Park to reflect a \$950.00 increase to the total project estimated cost, bringing the total estimated project cost to \$80,912.00 C-06-251-08-15**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. **Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a proposed fee of \$11,020.00) for "Construction Materials Testing and Engineering Services for Tower Rd Drainage Improvements" with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28**

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

3. **A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 in the estimated amount of \$6,000.00 for the "Construction of the Red Barn Subdivision Project" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.



THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT**

This Agreement, entered into this 20<sup>TH</sup> day of JANUARY, 2009 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:

**"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"**

Hereinafter called the project, for the sum of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE Dollars and ZERO Cents (\$453,229.00) 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 60 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.

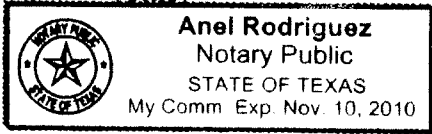
APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_, 2009.

CONTRACTOR: [Signature]  
Print Name & Title: Jaime Closner President  
Name of Firm: Closner Construction Co. LC  
Address: 2809 W EXP 93  
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 9 day of February, 2009, by Jaime Closner Of and on behalf of Closner Construction Co LC  
(Title) (A corporation)



[Signature]  
Notary Public-Signature

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

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

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Juan D. Salinas III, County Judge

**BID FORM**  
2008-320B-11-12-LRM

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

**ROADWAY IMPROVEMENTS**

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
A1	1326	CY	7" Flexible Base (New) (TY D GR 3)	Twenty three Dollars Fifteen Cents	\$ 23.15	\$ 30,696.90
A2	6821	SY	6" Lime Treated Subgrade (6% Lime)	Five Dollars Seventy five Cents	\$ 5.75	\$ 39,220.75
A3	934	CY	Salvage Caliche	one Dollars Fifty Cents	\$ 1.50	\$ 1,401.00
A4	1895	SY	Hydromulch Seeding	two Dollars fifty Cents	\$ 2.50	\$ 4,737.50
A5	3	EA	Signs	four hundred twenty four Dollars zero Cents	\$ 425.00	\$ 1,275.00
A6	1	LS	Traffic Control	three thousand seven hundred zero Cents	3,700.00	3,700.00
A7	300	CY	Gavel Bedding	thirty six Dollars zero Cents	\$ 36.00	\$ 10,800.00
A8	596	CY	Cement Stabilized Sand	forty eight Dollars zero Cents	48.00	28,608.00
A9	1478	CY	Select Backfill	eleven Dollars forty five Cents	11.45	16,923.10

Roadway Subtotal	\$ 137,362.25
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**STORM WATER IMPROVEMENTS**

Item ID	Quantity	Unit	Description	Unit Price	Total Price
B1	142	LF	30" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred twelve Dollars Eighty five Cents \$ 112.85	\$ 16,024.70
B2	70	LF	36" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred thirty five Dollars twenty two Cents \$ 135.22	\$ 9,465.40
B3	126	LF	60" Polymer Coated Corrugated Metal (M246)	two hundred eight Dollars fifteen Cents \$ 208.15	\$ 26,226.90
B4	826	LF	24" A.D.S. Pipe	thirty three Dollars zero Cents \$ 33.00	\$ 27,258.00
B5	47	LF	30" A.D.S. Pipe	forty five Dollars twenty five Cents \$ 45.25	\$ 2,126.75
B6	10	LF	18" R.C.P.	twenty nine Dollars zero Cents \$ 29.00	\$ 290.00
B7	7	EA	2'x3' Road & Hwy. Structure	One thousand seven hundred dollars \$ 1,750.00	\$ 12,250.00
B8	3	EA	Concrete Headwall (24")	Nine hundred seventy five Dollars zero Cents \$ 975.00	\$ 2,925.00
B9	1	EA	Concrete Collar (18")	Six hundred twenty five Dollars zero Cents \$ 625.00	\$ 625.00
B10	2	EA	24" Flap Gate Valve	two thousand three hundred dollars \$ 2,300.00	\$ 4,600.00
B11	1	EA	30" Flap Gate Valve	two thousand nine hundred dollars \$ 2,900.00	\$ 2,900.00
B12	4240	LF	Silt Fence for Storm Water Pollution Prevention	two Dollars fifty Cents \$ 2.50	\$ 10,600.00
B13	325	CY	Conc. Rip-Rap Slope Protection	three hundred Dollars zero Cents \$ 300.00	\$ 97,500.00
B14	1	LS	Trench Safety for Stormwater	ten thousand Dollars zero Cents \$ 10,000.00	\$ 10,000.00
B15	900	LF	Channel Excavation for Regrading Ditch	thirty five Dollars zero Cents \$ 35.00	\$ 31,500.00
B16	200	LF	RCP Demo & Removal	fifteen Dollars zero Cents \$ 15.00	\$ 3,000.00
B17	575	LF	Exist. Fence Removal	six Dollars zero Cents \$ 6.00	\$ 3,450.00
B18	75	LF	Exist. Fence Remove/Replace	twenty five Dollars zero Cents \$ 25.00	\$ 1,875.00
B19	300	LF	Metal Beam Guard Fence	thirty seven Dollars fifty Cents \$ 37.50	\$ 11,250.00

B20	1	LS	Bypass System	twenty thousand Zero	Dollars Cents	\$ 20,000.00	\$ 20,000.00
B21	2200	LF	Ditch Clearing	ten zero	Dollars Cents	\$ 10.00	\$ 22,000.00

Drainage Subtotal	\$ 315,866.75
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<b>Bid Total</b>	<b>\$453,229.00</b>
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BIDDER/COMPANY NAME: Closner Construction Co LC

AUTHORIZED SIGNATURE: *Albert Closner*

PRINTED NAME: Albert Closner

TITLE: Chief of Operations

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 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 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
#1	<u>12-8-08</u>	<u>Anel Rodriguez</u>
#3	<u>12-16-2008</u>	<u>Anel Rodriguez</u>

	DATE	ACKNOWLEDGE
#2	<u>12-9-2008</u>	<u>Anel Rodriguez</u>
#4	_____	_____

Respectfully submitted.

Chosma Construction Co.  
Name of Firm

By: [Signature] 12/16/08  
Signature Date

President  
Title

2809 W. Expressway 83  
Address  
Lafayette, La 70559

956-797-0785  
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: \_\_\_\_\_



**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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 812659

THAT we, CLOSNER CONSTRUCTION CO., LC, 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 PCT #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 CULVERT CROSSING & DRAIN IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

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 17TH day of DECEMBER, 2008.

Principal:  
CLOSNER CONSTRUCTION CO., LC  
(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](mailto: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  
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**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.



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

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: 813114

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 (hereinafter called the Obligee), in the amount of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE AND NO/100 Dollars (\$453,229.00) 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 20TH day of JANUARY, 2009, for the construction of CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

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 23RD day of FEBRUARY, 2009.

PRINCIPAL: CLOSNER CONSTRUCTION CO. LC  
(Seal)

By: [Signature]  
(title)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Obligee

INSURORS INDEMNITY COMPANY

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



**Insurors  
Indemnity  
Company**

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Waco, TX 76702-2683

O  
225 South Fifth Street  
Waco, TX 76701

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**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.



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

Bond Number: 813114

KNOW ALL MEN 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 the HIDALGO COUNTY (hereinafter called the Obligee), in the amount of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE AND NO /100 Dollars (\$453,229.00) 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 20TH day of JANUARY, 2009, for the construction of CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

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

Or Insurors Indemnity Company  
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 Obligee 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, allergins, histamines, spores, hyphae, mycrotoxins, 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 23RD day of FEBRUARY, 2009.

APPROVED AS TO FORM:

By: \_\_\_\_\_ Obligee (Seal)

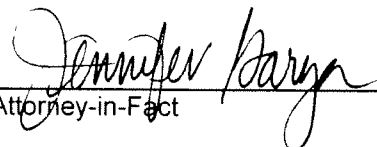
PRINCIPAL: CLOSNER CONSTRUCTION CO., L.C.

(Seal)

By:  \_\_\_\_\_  
(title)

INSURORS INDEMNITY COMPANY

(Seal)

By:  \_\_\_\_\_  
Attorney-in-Fact

# Insurors

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

PA NO. 812659

INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, and its agents, Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas;

as Attorneys in Fact, with authority hereby conferred upon them, sign, execute, deliver, and file with the State of Texas, and its Board and officials, the following classes of policies, to-wit:

Business and Auto, and other policies as herein provided in the attached form.

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 Bexar

Notary

*James Deane*  
Notary Public for Texas



INSURORS INDEMNITY COMPANY

*James Deane*  
Notary Public for Texas

Witness my hand and the seal of the State of Texas, this 17th day of December, 2008, at the City of Mercedes, State of Texas, in presence of the undersigned, who acknowledge that the execution of the above Power of Attorney is for the purpose and consideration herein stated, and that the same is the free and voluntary act and deed of the said Insurors, and that the said Power of Attorney is not void, voidable, or unenforceable for any reason.



*James Deane*

17th December 2008

12-31-2010

ISUROSIS

POWER OF ATTORNEY

EX NO. 813114

IN WITNESS WHEREOF, I HEREBY CERTIFY,

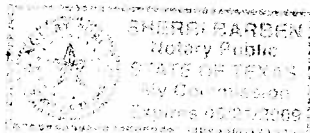
Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas

\$750,000



ENST BORN ENDEMNITELY COMPANY

*[Signature]*  
Secretary



*[Signature]*  
My Commission Expires May 27, 2009

This power of Attorney expires 12-31-2011



*[Signature]*  
Tammy Tiepman, Secretary

NOTICE: 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 2683, WACO, TX 76702-2683

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Jaime A. Clesner, being first duly sworn,  
deposes and says that:

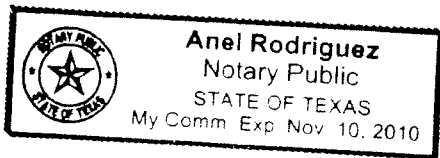
(1) He is President, of  
Clesner Construction the Bidder that has submitted the attached Bid;

(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 A. Clesner  
President  
(Title)

Subscribed and sworn to before me on this 15<sup>th</sup>  
Day of December, 2008  
Anel Rodriguez  
Notary Public  
Title