

THE STATE OF TEXAS

COUNTY OF SABINE

On this the 23rd day of February, 1982, the Honorable Commissioner's Court met in Special Session with the following members present, to-wit:

Royce C. Smith	County Judge
R. E. Smith	Commissioner, Precinct No. 1
G. W. Russell, Jr.	Commissioner, Precinct No. 2
Eldridge Ellison	Commissioner, Precinct No. 3
Jimmy Vickers	Commissioner, Precinct No. 4
Minnie Gooch	Clerk of the Court

The purpose of this meeting was to open bids that were turned in for construction of the Jail. There were two bids presented as follows:

Advance Construction, Inc., 3890 Homewood Road, Memphis, Tenn. 38118 for \$583,000.00, Marked "Exhibit A" and attached to minutes of this date.

Moore Brothers Construction Co., P. O. Box 34, Lufkin, Texas for \$679,300.00, Marked "EXHIBIT B" and attached to minutes of this date.

Mr. Grossman, Architect with Temple Associates was present to look over the bids.

Motion by Commissioner R. E. Smith, seconded by Commissioner G. W. Russell, Jr. to give Mr. Grossman authority to work with the Construction Companies to try to work out a better price. All voted in favor of the motion.

There being no further business the court adjourned.

COUNTY JUDGE

COMMISSIONER, PRECINCT NO. 1

COMMISSIONER, PRECINCT NO. 3

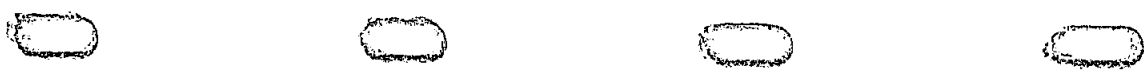
COMMISSIONER, PRECINCT NO. 2

COMMISSIONER, PRECINCT NO. 4

Minnie Gooch
CLERK OF THE COURT

See Exhibits

U



PROPOSAL FOR CONSTRUCTION

00300-1

SABINE COUNTY JAIL
HEMPHILL, TEXAS

*Opened
2-23-82
2:00 P.M.*

TEMPLE ASSOCIATES, ARCHITECTS/ENGINEERS

COMMISSIONERS' COURT
SABINE COUNTY
HEMPHILL, TEXAS

Having carefully examined the plans and specifications and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor and materials required by the plans and specifications for the construction of the Additions and Renovations for the lump sum of:

Five hundred eighty THREE thousand dollars.

DOLLARS \$ 583,000.⁰⁰

The above base bid includes _____ DOLLARS \$ 177,000.⁰⁰
for the Detention Equipment contract supplied by:

NAME OF COMPANY	ADVANCE CONSTRUCTION, INC.
ADDRESS	3890 Homewood Road, Memphis, Tn 38118

ALTERNATE NO. 1

Add Seamless Flooring

ADD \$ 8,700.⁰⁰

UNIT PRICE BIDS

Cost for grading and compacting fill material (approx. 2,500 cu. yds.) delivered to the site by the Owner. Add \$ 1.50 per cu. yd.

PERFORMANCE AND PAYMENT BONDS

It is understood that bonds in 100% of the contract amount, covering faithful performance of the contract and payment of all obligations arising thereunder, will be required by the Owner. Premiums for the Performance and Payment bonds are included in these proposals.

BID GUARANTY

Accompanying this proposal is a certified or cashier's check or bidder's bond made payable to the order of Sabine County, for not less than 5% of the largest possible combination of the proposal and alternate amounts submitted herein. It is understood that the check or bond will be returned to the bidder except that in the event of the Owner's acceptance of this proposal, the bidder fails to execute a contract and file Performance and Payment bonds within ten days of the date of the Owner's acceptance, then in that event, the bidder's check or bond will become the property of the Owner because of the failure of the bidder to comply with the specified requirements.

00300-1

Minutes 2-23-82

"Exhibit A"

UNIT-PRICES

The unit prices listed herein describe items of work which may be added to or deducted from the work required by the Contract Documents.

The undersigned agrees that the unit prices will be applied in the event of adjustment to the contract price. Unit prices include all work complete, in place, including overhead, profit, insurance, bond, taxes, all general and other expenses. Adjustment will be made on net variation of total quantities.

For changing quantities of work items from those indicated by the contract drawings, upon written instructions from the Architect/Engineer, the following unit prices shall prevail.

Excavation work for unsatisfactory soil. Base bid shall include contractor's cost for removing existing soil down to elevation 97.0' as detailed and providing select fill as shown.

	ADD
1. Earth, Machine Excavation per cu. yd.	\$ <u>4.00</u>
2. Earth, Hand Excavation per cu. yd.	\$ <u>10.00</u>
3. Earth, Select Fill per cu. yd.	\$ <u>6.40</u>

Piers (Price per linear foot on piers shall include drilling, concrete and reinforcing.)

	ADD	DEDUCT
4. 18" Pier-Price per linear ft.	\$ <u>14.00</u>	\$ <u>7.00</u>
Concrete Work (No Forms or Reinforcing)		
5. 3,000 psi concrete (formed) concrete only. Price per cu. yd.	\$ <u>68.50</u>	\$ <u>51.00</u>
6. 4,000 psi concrete (formed) concrete only. Price per cu. yd.	\$ <u>78.50</u>	\$ <u>56.00</u>
7. Forms (contact area) per sq. ft.	\$ <u>1.75</u>	\$ <u>1.00</u>

TIME FOR COMPLETION

If awarded a contract for this project, the undersigned agrees to complete the entire work within 280 calendar days from the date of the contract.

ADDENDA

The undersigned acknowledges receipt of addenda numbers 1, issued during the time of bidding and includes the several changes therein in this proposal.

The undersigned bidder further agrees to the following conditions:

1. An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for the rejection of the entire proposal.
2. That if accepted by the Owner, this proposal becomes a part of the contract documents upon the signing of the contract agreement, and failing to comply with any part of this proposal will be taken as failure of the bidder to comply with the contract documents and will be just cause for the rejection of the work.
3. That the Owner reserves the right to reject any or all bids, or to waive formalities and irregularities and to accept any bid considered advantageous to him.
4. That the undersigned bidder will not withdraw his proposal for a period of 30 days from the date hereof.

Respectfully Submitted,

ADVANCE CONSTRUCTION, INC.
(Contractor)

(Seal if bid is by a corporation)



3890 Homewood Road, Memphis, Tennessee 38118
(Address)

John H. Tilmon
(Authorized Officer) John H. Tilmon

Executive Vice President
(Title)

END

00300-3

SABINE COUNTY JAIL
HEMPHILL, TEXAS

TEMPLE ASSOCIATES, ARCHITECTS/ENGINEERS

COMMISSIONERS' COURT
SABINE COUNTY
HEMPHILL, TEXAS

Having carefully examined the plans and specifications and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor and materials required by the plans and specifications for the construction of the Additions and Renovations for the lump sum of:

Five Hundred Eighty THREE THOUSAND DOLLARS

DOLLARS \$ 583,000.00

The above base bid includes _____ DOLLARS \$ 177,000.00
for the Detention Equipment contract supplied by:

NAME OF COMPANY	ADVANCE CONSTRUCTION, INC.
ADDRESS	3890 Homewood Road, Memphis, Tn 38118

ALTERNATE NO. 1

Add Seamless Flooring

ADD \$ 9,700.00

UNIT PRICE BIDS

Cost for grading and compacting fill material (approx. 2,500 cu. yds.) delivered to the site by the Owner. Add \$ 1.50 per cu. yd.

PERFORMANCE AND PAYMENT BONDS

It is understood that bonds in 100% of the contract amount, covering faithful performance of the contract and payment of all obligations arising thereunder, will be required by the Owner. Premiums for the Performance and Payment bonds are included in these proposals.

BID GUARANTY

Accompanying this proposal is a certified or cashier's check or bidder's bond made payable to the order of Sabine County, for not less than 5% of the largest possible combination of the proposal and alternate amounts submitted herein. It is understood that the check or bond will be returned to the bidder except that in the event of the Owner's acceptance of this proposal, the bidder fails to execute a contract and file Performance and Payment bonds within ten days of the date of the Owner's acceptance, then in that event, the bidder's check or bond will become the property of the Owner because of the failure of the bidder to comply with the specified requirements.

UNIT PRICES

The unit prices listed herein describe items of work which may be added to or deducted from the work required by the Contract Documents.

The undersigned agrees that the unit prices will be applied in the event of adjustment to the contract price. Unit prices include all work complete, in place, including overhead, profit, insurance, bond, taxes, all general and other expenses. Adjustment will be made on net variation of total quantities.

For changing quantities of work items from those indicated by the contract drawings, upon written instructions from the Architect/Engineer, the following unit prices shall prevail.

Excavation work for unsatisfactory soil. Base bid shall include contractor's cost for removing existing soil down to elevation 97.0' as detailed and providing select fill as shown.

	ADD	
1. Earth, Machine Excavation per cu. yd.	\$ <u>4.00</u>	
2. Earth, Hand Excavation per cu. yd.	\$ <u>10.00</u>	
3. Earth, Select Fill per cu. yd.	\$ <u>6.40</u>	

Piers (Price per linear foot on piers shall include drilling, concrete and reinforcing.)

	ADD	DEDUCT
4. 18" Pier-Price per linear ft.	\$ <u>14.00</u>	\$ <u>7.00</u>

Concrete Work (No Forms or Reinforcing)

5. 3,000 psi concrete (formed) concrete only. Price per cu. yd.	\$ <u>68.50</u>	\$ <u>51.00</u>
6. 4,000 psi concrete (formed) concrete only. Price per cu. yd.	\$ <u>78.50</u>	\$ <u>56.00</u>
7. Forms (contact area) per sq. ft.	\$ <u>1.75</u>	\$ <u>1.00</u>

TIME FOR COMPLETION

If awarded a contract for this project, the undersigned agrees to complete the entire work within 290 calendar days from the date of the contract.

ADDENDA

The undersigned acknowledges receipt of addenda numbers 1, issued during the time of bidding and includes the several changes therein in this proposal.

The undersigned bidder further agrees to the following conditions:

1. An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for the rejection of the entire proposal.
2. That if accepted by the Owner, this proposal becomes a part of the contract documents upon the signing of the contract agreement, and failing to comply with any part of this proposal will be taken as failure of the bidder to comply with the contract documents and will be just cause for the rejection of the work.
3. That the Owner reserves the right to reject any or all bids, or to waive formalities and irregularities and to accept any bid considered advantageous to him.
4. That the undersigned bidder will not withdraw his proposal for a period of 30 days from the date hereof.

Respectfully Submitted,

ADVANCE CONSTRUCTION, INC.
(Contractor)

(Seal if bid is by a corporation)

3890 Homewood Road, Memphis, Tennessee 381
(Address)

John H. Tilmon
(Authorized Officer) John H. Tilmon

Executive Vice President
(Title)

END

00300-3

BID BOND



KNOW ALL MEN BY THESE PRESENTS:

That, ADVANCE CONSTRUCTION, INC. of 3890 HOMEWOOD, MEMPHIS, State of TENNESSEE hereinafter called the Principal, and FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY hereinafter called the Surety, are held and firmly bound unto COMMISSIONERS' COURT SABINE COUNTY of HEMPHILL, State of TEXAS hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF THE AMOUNT OF THE ATTACHED PROPOSAL Dollars; for the payment whereof to the Obligee the Principal bind ITS heirs, executors, administrators, successors, and assigns, and the Surety binds itself, its successors and assigns, firmly by these presents.

Signed, sealed and dated this 23RD day of FEBRUARY, 19 82.

Whereas the Principal is herewith submitting the accompanying bid dated FEBRUARY 23, 1982 for SABINE COUNTY JAIL, HEMPHILL, TEXAS

Now, Therefore, the condition of this obligation is such that if the bid be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, and if the Principal will, within the period specified therefore, or, if no period be specified, within ten (10) days after notice of the award of the contract, enter into contract with the Obligee, to furnish all work and material at the prices offered by said bid, and will furnish bond with good and sufficient surety or sureties, as may be required, for the faithful and proper fulfillment of such contract, then this obligation shall be void. And the Surety hereby binds itself and its successors to pay to the Obligee, in case the Principal fails to enter into such contract, and give such bond within the period specified therefore, or, if no period be specified, within ten (10) days after such notice of award of contract the difference in money between the amount of the bid of the Principal on the work and material so accepted, and the amount for which the Obligee may contract with others for such work and material, if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

In Witness Whereof, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Witness: Ann Sh Pierre

ADVANCE CONSTRUCTION, INC. (Seal)

Principal BY: John H. Tolson

COUNTERSIGNED BY: Curtis B Roberts RESIDENT AGENT

FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY Surety

Witness: Elaine Paulino

By: Medford Rockstroh Attorney

Firemen's Insurance Company of Newark, New Jersey
80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has made, constituted and appointed, and by these presents does make, constitute and appoint

Charles P. Brown or Medford Rockstroh or Elaine Smith or Ray Greer or Elaine Robilio
all of Memphis, Tennessee, EACH

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
Unlimited Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY at a meeting duly called and held on the 20th day of February, 1975.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

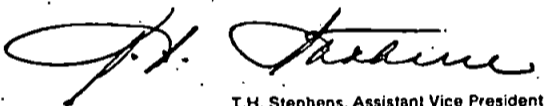
FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY has caused its official seal to be hereunto affixed and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 3rd day of January, 1979

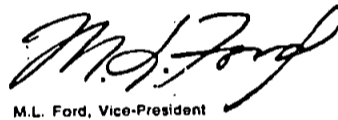
FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY

Attest:

By


T.H. Stephens, Assistant Vice President




M.L. Ford, Vice-President

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of January, 1979, before me personally came M.L. Ford, to me known, who being by me duly sworn, did depose and say that he resides in Summit, in the County of Essex, State of New Jersey, at 768 Springfield Avenue; that he is a Vice-President of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



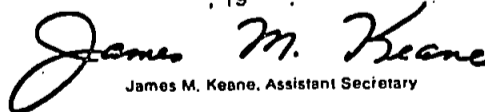
CERTIFICATE


ETHEL TARANTO
NOTARY PUBLIC, State of New York
No. 24-4663117 Qual. in Kings County
Commission Expires March 30, 1980

I, the undersigned, an Assistant Secretary of the FIREMEN'S INSURANCE COMPANY OF NEWARK, NEW JERSEY, a New Jersey corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force:

Signed and sealed at the City of New York. Dated the 23RD day of FEBRUARY, 19 82




James M. Keane, Assistant Secretary

PROPOSAL FOR CONSTRUCTION

00300-1

SABINE COUNTY JAIL
HEMPHILL, TEXAS

*Opened
2-23-82
2:00 P.M.*

TEMPLE ASSOCIATES, ARCHITECTS/ENGINEERS

COMMISSIONERS' COURT
SABINE COUNTY
HEMPHILL, TEXAS

Having carefully examined the plans and specifications and having visited the site and examined all conditions affecting the work, the undersigned agrees to furnish all labor and materials required by the plans and specifications for the construction of the Additions and Renovations for the lump sum of:

Six Hundred Seventy Nine Thousand Three Hundred
DOLLARS \$ 679,300

The above base bid includes One Hundred Sixty Nine Thousand DOLLARS \$ 169,000
for the Detention Equipment contract supplied by:

NAME OF COMPANY Certified Control Equipment
ADDRESS Toledo, Ohio

ALTERNATE NO. 1

Add Seamless Flooring

ADD \$ 11,340

UNIT PRICE BIDS

Cost for grading and compacting fill material (approx. 2,500 cu. yds.) delivered to the site by the Owner. Add \$ 3.65 per cu. yd.

PERFORMANCE AND PAYMENT BONDS

It is understood that bonds in 100% of the contract amount, covering faithful performance of the contract and payment of all obligations arising thereunder, will be required by the Owner. Premiums for the Performance and Payment bonds are included in these proposals.

BID GUARANTY

Accompanying this proposal is a certified or cashier's check or bidder's bond made payable to the order of Sabine County, for not less than 5% of the largest possible combination of the proposal and alternate amounts submitted herein. It is understood that the check or bond will be returned to the bidder except that in the event of the Owner's acceptance of this proposal, the bidder fails to execute a contract and file Performance and Payment bonds within ten days of the date of the Owner's acceptance, then in that event, the bidder's check or bond will become the property of the Owner because of the failure of the bidder to comply with the specified requirements.

00300-1

minutes 2-23-82 "Exhibit B"

UNIT PRICES

The unit prices listed herein describe items of work which may be added to or deducted from the work required by the Contract Documents.

The undersigned agrees that the unit prices will be applied in the event of adjustment to the contract price. Unit prices include all work complete, in place, including overhead, profit, insurance, bond, taxes, all general and other expenses. Adjustment will be made on net variation of total quantities.

For changing quantities of work items from those indicated by the contract drawings, upon written instructions from the Architect/Engineer, the following unit prices shall prevail.

Excavation work for unsatisfactory soil. Base bid shall include contractor's cost for removing existing soil down to elevation 97.0' as detailed and providing select fill as shown.

ADD

- 1. Earth, Machine Excavation per cu. yd. \$ 3.75
- 2. Earth, Hand Excavation per cu. yd. \$ 18.00
- 3. Earth, Select Fill per cu. yd. \$ 6.50

Piers (Price per linear foot on piers shall include drilling, concrete and reinforcing.)

- | | ADD | DEDUCT |
|----------------------------------|--------------------------|--------------------------|
| 4. 18" Pier-Price per linear ft. | \$ <u>8⁰⁰</u> | \$ <u>4⁰⁰</u> |

Concrete Work (No Forms or Reinforcing)

- | | | |
|---|---------------------------|---------------------------|
| 5. 3,000 psi concrete (formed) concrete only. Price per cu. yd. | \$ <u>90⁰⁰</u> | \$ <u>50⁰⁰</u> |
| 6. 4,000 psi concrete (formed) concrete only. Price per cu. yd. | \$ <u>96⁰⁰</u> | \$ <u>56⁰⁰</u> |
| 7. Forms (contact area) per sq. ft. | \$ <u>3.75</u> | \$ <u>2.25</u> |

TIME FOR COMPLETION

If awarded a contract for this project, the undersigned agrees to complete the entire work within 235 calendar days from the date of the contract.

ADDENDA

The undersigned acknowledges receipt of addenda numbers 1, issued during the time of bidding and includes the several changes therein in this proposal.

The undersigned bidder further agrees to the following conditions:

1. An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for the rejection of the entire proposal.
2. That if accepted by the Owner, this proposal becomes a part of the contract documents upon the signing of the contract agreement, and failing to comply with any part of this proposal will be taken as failure of the bidder to comply with the contract documents and will be just cause for the rejection of the work.
3. That the Owner reserves the right to reject any or all bids, or to waive formalities and irregularities and to accept any bid considered advantageous to him.
4. That the undersigned bidder will not withdraw his proposal for a period of 30 days from the date hereof.

Respectfully Submitted,

Moore Brothers Constr. Co.
(Contractor)

(Seal if bid is by a corporation)

P.O. Box 35, Lutkin, Tx
(Address)


(Authorized Officer)

V-P
(Title)

END

00300-3

BID BOND

Bond No.



AETNA INSURANCE COMPANY
HARTFORD, CONNECTICUT

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we **MOORE BROTHERS CONSTRUCTION CO.**
P. O. Box 35
Lufkin, Texas
as Principal, hereinafter called the Principal, and **AETNA INSURANCE COMPANY, Hartford, Connecticut,**

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety, are held and firmly bound unto **SABINE COUNTY COMMISSIONERS COURT**
Hemphill, Texas
as Oblige, hereinafter called the Oblige, in the sum of **5% of amount bid**

Dollars (\$ _____),
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
Sabine County Jail

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **22nd** day of **February** 19 **82**

MOORE BROTHERS CONSTRUCTION CO.

(Principal)

(Seal)

(Witness)

Jerry Moore
JERRY MOORE, VICE PRESIDENT

AETNA INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

Ernest L. Bartlett, Jr.
ERNEST L. BARTLETT, JR. Attorney-in-Fact

Aetna Insurance Company

OF HARTFORD, CONNECTICUT

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That AETNA INSURANCE COMPANY, a corporation created by and existing under the laws of the State of Connecticut, having its principal office in the City of Hartford, State of Connecticut, does hereby nominate, constitute and appoint

Ernest L. Bartlett, Jr. or Ele B. Baggett or Martin O. Glenn or William Y. Bartlett of Lufkin, Texas*

its true and lawful attorney(s) in fact, with full power and authority hereby conferred to execute, and to affix thereto the seal of the corporation, as Surety, as its act and deed, subject to the limitations and conditions hereinafter set forth, bonds and undertakings as follows:

Any and all bonds and undertakings of suretyship* *

and to bind AETNA INSURANCE COMPANY thereby as fully and to the same extent as if such bond were signed by the duly authorized officers of AETNA INSURANCE COMPANY, and all the acts of said attorney(s), pursuant to the authority herein given, are hereby ratified and confirmed.

This power of attorney is granted under and by the authority of the following applicable paragraphs of ARTICLE 11 of the BYLAWS of the company:

The president or a vice president may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulations, undertakings, receipts, releases, deeds, releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attested where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instrument by a secretary or an assistant secretary.

The president or a vice president may with the concurrence of a secretary or an assistant secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the company any such instruments and undertakings and to affix the seal of the company thereto where necessary or desirable.

The attorneys-in-fact under the preceding paragraphs of this article are authorized and empowered to certify to a copy of any of the bylaws of the company or any resolutions adopted by the directors or to the financial statement of the condition of the company and to affix the seal of the company thereto where necessary or desirable.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the AETNA INSURANCE COMPANY at a meeting duly called and held on the 11th day of February, 1966.

RESOLVED THAT, in the execution, attestation and sealing of any instrument or undertaking authorized by Article 11 of the Bylaws, the facsimile signatures of the officers and the facsimile seal of the Company affixed thereto shall be valid and binding upon the Company.

IN WITNESS WHEREOF, AETNA INSURANCE COMPANY has caused these presents to be signed by its President and its Secretary and its corporate seal to be hereunto affixed, attested by its Secretary, this 27th day of August, 1981

AETNA INSURANCE COMPANY

Attest:

J.J. Murphy
Secretary



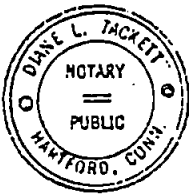
Herrick A. Drake
President

J.J. Murphy
Secretary

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss.

On this 27th day of August, 1981, before me, Diane L. Tackett, the undersigned officer, personally appeared HERRICK A. DRAKE and J.J. MURPHY who acknowledged themselves to be the President and Secretary of AETNA INSURANCE COMPANY, a corporation, and that they, as such President and Secretary being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as President and Secretary, and that said Secretary affixed thereto the seal of the corporation and attested to the execution of the foregoing instrument.

In Witness Whereof I hereunto set my hand and seal.



Diane L. Tackett
Notary Public

My commission expires April 1, 1983

CERTIFICATE

I, the undersigned, Secretary of the AETNA INSURANCE COMPANY, a Connecticut corporation, DO HEREBY CERTIFY that the above and foregoing Power of Attorney remains in full force and has not been revoked; and, furthermore, that the paragraphs of ARTICLE 11 of the BYLAWS of the corporation, and the Resolution of the Board of Directors, as set forth in the Power of Attorney, are now in force.

Signed and Sealed at Hartford, Connecticut, this 27th day of August, 1981

Form 630-87 Ed. 8-80 PRINTED IN U.S.A.
#3752



J.J. Murphy
Secretary