

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

BIDS will be received by West Baton Rouge Parish Government (hereinafter called the "OWNER"), at the Council Office located at 880 N. Alexander Street, Port Allen, LA until 2:00 p.m. (local time) on Tuesday, July 26, 2011 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to West Baton Rouge Parish Government at 880 N. Alexander Street, Port Allen, LA 70767.

Each sealed envelope containing a BID must be plainly marked on the outside as BID FOR South Westport Road and Commercial Drive Improvements – Phase VI and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at: P. O. Box 757, Port Allen, LA 70767.

Electronic bids are being accepted at via Central Auction House at [www.centralbidding.com](http://www.centralbidding.com).

All blank spaces for BID PRICES must be filled in, in ink or typewritten, and the BID FORM and the certifications must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the BID OPENING or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the DRAWINGS and SPECIFICATIONS, including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS, prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

Method of Bidding: The OWNER invites the following BIDS:

Base Bid – South Westport Road and Commercial Drive Improvements – Phase VI

The BIDDER must complete all parts of Section 00300, BID FORM, in conformance with the instructions in the CONTRACT DOCUMENTS.

Telegraphic Modification: Any BIDDER may modify his/her BID by telegraphic communication at any time prior to the scheduled closing time for receipt of BIDS, provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the BIDDER has been mailed prior to closing time. The telegraphic communication should not reveal the BID PRICE but should provide the addition or subtraction or other modifications so that the final PRICES or terms will be known by the OWNER once the sealed BID is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

A conditional or qualified BID will not be accepted.

If at the time this CONTRACT is to be awarded, the lowest BASE BID submitted by a responsive BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the CONTRACT, the CONTRACT will be awarded on the BASE BID only. If such BID exceeds such amount, the OWNER may reject all BIDS or may award the CONTRACT on the BASE BID combined with such deductive alternates as listed in the BID FORM, as produces a net amount which is within the available funds.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID PRICES have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate SURETY approved by the OWNER, will be required for the faithful performance of the CONTRACT. Only those surety companies currently on the U.S. Department of Treasury Financial Management Services list of approved bonding companies will be accepted. The agent selling the BOND must be currently licensed to do business in Louisiana. This will be verified by the OWNER.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective-dated copy of their POWER OF ATTORNEY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Addenda and Interpretation: No interpretation of the meaning of the PLANS, SPECIFICATIONS, or other PRE-BID DOCUMENTS will be made to any BIDDER orally.

Every request for such interpretations should be in writing addressed to Professional Engineering Consultants Corporation at 7600 GSRI Avenue, Baton Rouge, LA 70820 and to be given consideration must be received at least five (5) days prior to the date fixed for the BID OPENING. Any and all such interpretations and any supplemental instructions will be given in the form of written ADDENDAs to the SPECIFICATIONS which, if issued, will be mailed by certified mail with return receipt requested to all

prospective BIDDERS (at the addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the BID OPENING. Failure of any BIDDER to receive any such ADDENDUM or interpretation shall not relieve such BIDDER from any obligation under his/her BID as submitted. All ADDENDA so issued shall become part of the CONTRACT DOCUMENTS.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and obtain the PERFORMANCE BOND and PAYMENT BOND within fourteen (14) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The successful BIDDER shall furnish a certified copy of the minutes of the corporation or partnership meeting which authorized the party executing the BID and CONTRACT to sign on behalf of the CONTRACTOR.

The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the BID shall become the property of the OWNER.

The OWNER, within fourteen (14) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fourteen (14) calendar days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fourteen (14) day period or within the period mutually agreed upon, the BIDDER may terminate the Agreement without further liability on the part of either party.

Time of Completion and Liquidated Damages: BIDDER shall agree to commence WORK on or before a date to be specified in the written NOTICE TO PROCEED of the OWNER and to fully complete the PROJECT within the 60 calendar days thereafter. BIDDER shall agree to pay as liquidated damages the sum specified in Section 00500, AGREEMENT, for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. [INSERT HERE]
- b. [INSERT HERE]

The Engineer is Professional Engineering Consultants Corporation. The ENGINEER's address is 7600 GSRI Avenue, Baton Rouge, LA 70820.

South Westport & Commercial Drive Improvements  
Name of Project

West Baton Rouge Parish Government  
Name of Owner

7/20/11  
Date of Bid

**ATTESTATION CLAUSE REQUIRED BY  
LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

As a Bidder on the above-entitled Public Works Project, does hereby attest that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| (a) Public bribery (R.S. 14:118)      | (c) Extortion (R.S. 14:66)        |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:


- |   |  |
|---|--|
| (a) Theft (R.S. 14:67)                            | (f) Bank fraud (R.S. 14:71.1)                                |
| (b) Identity Theft (R.S. 14:67.16)                | (g) Forgery (R.S. 14:72)                                     |
| (c) Theft of a business record<br>(R.S. 14:67.20) | (h) Contractors; misapplication of<br>payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70)                 | (i) Malfeasance in office (R.S. 14:134)                      |
| (e) Issuing worthless checks<br>(R.S. 14:71)      |  |

F.G. Sullivan, Jr Contractor LLC  
NAME OF BIDDER

F.G. Sullivan, Jr.  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

7/25/11  
DATE

Member  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

  
SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER

**SECTION 00300**  
**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

TO: West Baton Rouge Parish Council  
P. O. Box 757  
Port Allen, LA 70767  
*(Owner to provide name and address of owner)*

BID FOR: South Westport Road & Commercial Drive  
PEC Project No. 10910

*(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Professional Engineering Consultants Corp. and dated: May 2011

*(Owner to provide name of entity preparing bidding documents.)*

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Two hundred twelve thousand two hundred seventy dollars and no cents Dollars (\$ 212,270.00 )

**ALTERNATES:** For all work required by the Bidding Documents for Alternates (including any and all unit prices designated as Alternates in the unit price description:

**Alternate No. 1** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable Dollars (\$ N/A )

**Alternate No. 2** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable Dollars (\$ N/A )

**Alternate No. 3** *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

Not Applicable Dollars (\$ N/A )

NAME OF BIDDER: F.G. Sullivan, Jr. Contractor LLC

ADDRESS OF BIDDER: P.O. Box 15196  
Baton Rouge, LA 70895

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 849

NAME OF AUTHORIZED SIGNATORY OF BIDDER: F.G. Sullivan, Jr.

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Member

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: 

DATE: 7/25/11

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

**TO:** West Baton Rouge Parish Government  
P. O. Box 757  
Port Allen, LA 70767

**BID FOR:** South Wesport Road and Commerica  
Drive Improvements-Phase VI  
PEC Project No. 10910

*(Owner to provide name and address of owner)*

*(Owner to provide name of project and other identifying)*

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>Removal of Portland Cement Concrete Pavement Including Concrete Curb</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
1	1,545	SY	\$ 15.00	\$ 23,175.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>General Excavation (Truck Measure, 1.5 Factor)</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
2	634	CY	\$ 15.00	\$ 9,510.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>Excavation and Borrow for Subgrade (Truck Measure, 1.5 Factor)</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
3	150	CY	\$ 25.00	\$ 3,750.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>10" Portland Cement Concrete Pavement Patching of Panels</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
4	1,545	SY	\$ 67.50	\$ 104,287.50
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>12" Concrete Mountable Curb</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
5	600	LF	\$ 10.00	\$ 6,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>Class II Base Course, 8.5" Thick</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
6	1,611	SY	\$ 22.50	\$ 36,247.50
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____	<i>Geotextile Fabric, Class D</i>		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
7	1,725	SY	\$ 2.00	\$ 3,450.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Embankment for Shoulders (Truck Measure, 1.5 Factor)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
8	45	CY	\$25.00	\$1,125.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Raised Reflectorized Pavement Markers
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
9	25	EA	\$20.00	\$500.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				90 mil, 4" Broken Line Thermoplastic Striping
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
10	840	LF	\$0.45	\$378.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				90 mil, 4" Solid Line Thermoplastic Striping
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
11	6,380	LF	\$0.65	\$4,147.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Temporary Pavement Markings (Solid Line) 4" Width
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
12	1,000	LF	\$0.20	\$200.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Temporary Signs and Barricades
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
13	1	LS	\$7,500.00	\$7,500.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Construction Layout
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
14	1	LS	\$3,500.00	\$3,500.00	
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____				Mobilization
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)	
15	1	LS	\$8,500.00	\$8,500.00	
<b>TOTAL BASE BID (Item Nos. 1 - 15)</b>				<b>\$ 212,270.00</b>	

Vording for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

AUTHORITY Promulgated in accordance with R.S. 38:2212.

OTE:

..ISTORICAL Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August  
NOTE: 2009).

Jerry W. Jones

Assistant Commissioner

## SECTION 00410

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, F. G. Sullivan, Jr. Contractor, LLC as PRINCIPAL, and Fidelity and Deposit Company of Maryland as SURETY, are hereby held and firmly bound unto West Baton Rouge Parish Government as OWNER in the penal sum of Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this 26th day of July, 2011.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to West Baton Rouge Parish Government a certain BID, attached hereto and hereby made a part hereof to enter into a CONTRACT in writing, for South Westport Road and Commercial Drive Improvements – Phase VI.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a CONTRACT in the FORM OF CONTRACT attachment hereto properly completed in accordance with said BID and shall furnish a BOND for faithful performance of said CONTRACT, and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall in all other respects perform the AGREEMENT created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and to be signed by their proper officers, the day and year first set forth above.

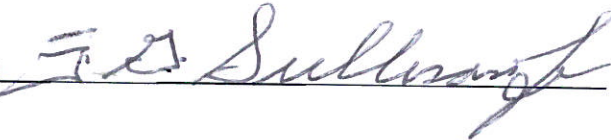
F. G. Sullivan, Jr. Contractor, LLC

Principal



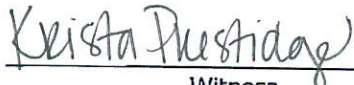
Witness

By:



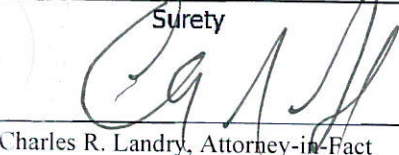
Fidelity and Deposit Company of Maryland

Surety



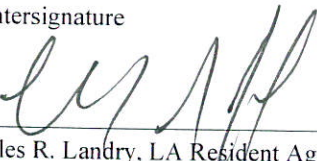
Witness

By:

  
Charles R. Landry, Attorney-in-Fact

IMPORTANT - SURETY companies executing BONDS must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Countersignature



Charles R. Landry, LA Resident Agent

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

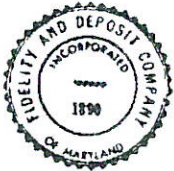
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Robert S. BROWN, William D. QUINLAN, Stephen J. GAFFNEY and Charles R. LANDRY, all of Baton Rouge, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Robert S. BROWN, William D. QUINLAN, Stephen J. GAFFNEY, Charles R. LANDRY, dated February 17, 2003.

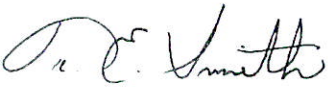
The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.


IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of February, A.D. 2003.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



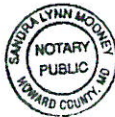
  
T. E. Smith      Assistant Secretary


By:   
Paul C. Rogers      Vice President

State of Maryland }  
City of Baltimore } ss:

On this 19th day of February, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



  
Sandra Lynn Mooney      Notary Public  
My Commission Expires: January 1, 2004

## CERTIFICATION AS TO CORPORATE PRINCIPAL

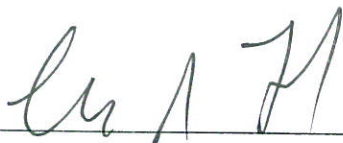
I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said Corporation by authority of this governing body.

\_\_\_\_\_(Corporate Seal)

Title: \_\_\_\_\_

## CERTIFICATE AS TO SURETY

I, CHARLES R. LANDRY, certify that I am the CHARLES R. LANDRY, ATTORNEY-IN-FACT, of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.



CHARLES R. LANDRY, ATTORNEY-IN-FACT

Power of Attorney for person signing for surety company must be attached to the bond.