

City Council  
Agenda Memo



City Council  
Meeting Date: 9/25/2014

**TO:** Larry D. Gilley, City Manager  
**FROM:** Megan R. Santee, Director of Public Works  
**SUBJECT:** Extension of Bid #CB-1355 – Engineering Division Miscellaneous Repair Work 2013-2014

**GENERAL INFORMATION**

This is an extension of bid #CB-1355-Engineering Division Miscellaneous Repair Work 2013-2014 for the on-demand repair to existing portions of bridges, streets, sidewalks, and drainage structures throughout the Abilene area. The original contract included a provision for an additional one (1) year term extension under the same terms and conditions with the agreement of all parties

**FUNDING/FISCAL IMPACT**

Funding for this project is provided through previously authorized Certificates of Obligation and remaining Bond Interest.

**STAFF RECOMMENDATION**

Staff recommends that Council approve the extension of Bid #CB-1355 to Bontke Brothers Construction Company, Inc. of Abilene, Texas in the amount of \$450,412.00.

**ATTACHMENTS**

Original Signed Contract  
Signed Contract Extension Letter

Prepared by:

Name Megan R. Santee

Title Director of Public Works

Item No. 6.17

Disposition by City Council

- Approved      Ord/Res# \_\_\_\_\_
- Denied      \_\_\_\_\_
- Other      \_\_\_\_\_

\_\_\_\_\_  
City Secretary

NOTICE OF AWARD

TO: Bontke Brothers Construction Company Inc  
P O Box 2896  
Abilene, Tx 79604

DATE: October 16, 2013

PROJECT DESCRIPTION:

ENGINEERING DIVISION MISCELLANEOUS REPAIR WORK 2013-2014

The City of Abilene has considered your Bid response to the Invitation for Bids dated September 17, 2013, for the project listed above.

The City of Abilene accepts your Bid in the amount of \$450,412.00 (Four Hundred Fifty Thousand Four Hundred Twelve Dollars and No Cents).

The Instructions to Bidders require you to execute the Contract and furnish applicable bonds and insurance documents within 15 days from the date of this Notice of Award. If you fail to timely fulfill these obligations, the City is entitled to regard your failure as a forfeiture of any rights which might arise by the City's accepting your Bid. Your failure entitles the City to collect on your Bid Bond, to contract with another Bidder, and to all other rights as may be granted by law.

You must return a signed copy of this Notice of Award to the City.

ACCEPTANCE OF NOTICE

Date: 10-28-2013  
Contractor acknowledges receiving the Notice of Award.

By: [Signature]  
(Signature)

THE CITY OF ABILENE, TEXAS  
By: [Signature]  
(Signature)

Pascual Mirelez  
Name-Typed or Printed

Title: Purchasing Administrator

KENNETH BONTKE  
Name - Typed or Printed

Title: CEO

Federal Tax ID #: 751331325

# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made October 16, 2013, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co, Inc of the City of Abilene, State of Texas. ("Contractor").

The City recognizes a need for high quality construction work; the Contractor agrees to complete the project in return for payment.

## THE AGREEMENT

### 1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as

ENGINEERING DIVISION MISCELLANEOUS REPAIR WORK 2013-2014 |

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

ENGINEERING DIVISION MISCELLANEOUS REPAIR WORK 2013-2014 |

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 and Part II listed Items as noted in the Technical Specifications section of these Contract Documents, (2) listed Items as noted in the Technical Specifications section of these Contract Documents that are from the Texas Department of Transportation's Texas Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2004 Edition, and (3) all plans, specification, and items in the Technical Specifications section of these Contract Documents.

In consideration of this Work, the City will pay the Contractor the sum of \$450,412.00 (Four hundred fifty-thousand four hundred twelve dollars and no cents).

2. **Timely Work.** The term of this contract will be from October 1, 2013 through September 30, 2014. At the time of completion of this contract, the City of Abilene may, with the agreement of the Contractor, extend this contract for one more year to end on September 30, 2015.

3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 19). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

### A. Definitions

For the purpose of this section the following definitions apply:

"City" shall mean all officers, agents and employees of the City of Abilene.



“Claims” shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.

“Contractor” includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.

“Contractor’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Contractor.

“Damages” shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:

- (i) injury or damage to any property or right
- (ii) injury, damage, or death to any person or entity
- (iii) attorneys fees, witness fees, expert witness fees and expenses, and
- (iv) all other costs and expenses of litigation

“Premise Defects” shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

“Proven” shall mean that a court of competent jurisdiction has entered a final unappealable judgment on a claim adjudging an entity or person liable for a monetary judgment.

“Sole negligence” shall mean negligence of a party that is unmixed with the fault of any other person or entity.

#### **B. Indemnity**

**The Contractor must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Contractor's work and activities conducted in connection with this Contract.**

**The Contractor is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the City.**

**Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the work is being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.**

**The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by the Contractor.**

**The City and Contractor must provide the other prompt and timely notice of any covered event which in any way affects or might affect the Contractor or City. The City has the right to compromise and defend the same to the extent of its own interests.**

**BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING**

**CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.**

- 7. **Insurance.** The Special Conditions contain specific insurance requirements.
- 8. **Overcharges.** The Contractor assigns to City any claims for overcharges related to this Contract which arise under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq., as amended.
- 9. **Contract Interpretation.** Any dispute about the Contract's meaning or application will be interpreted fairly and reasonably, and neither more strongly for or against either party.
- 10. **Indebtedness to City.** Contractor agrees that no payments owed by him of any nature whatsoever to the City, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears.

The City will not knowingly award contracts for goods or services to any Bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty or interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset any debt, claim, demand or account owed by the City to any person, firm or corporation in arrears to the City for any debt, claim, demand or account of any nature whatsoever, including taxes, penalty or interest.

- 11. **Contract Execution.** The Contractor must sign the Contract first, with any necessary attestation and seal. The City Attorney or designee must review the Contract, and approve or disapprove it. If approved, the City's authorized agent will then sign. The City Secretary must keep a signed original in the City Secretary's Office.
- 12. **Contract Copies.** Each of the two executed copies is an original.

IN WITNESS HERE OF, the parties hereto have executed this contract:

**CONTRACTOR**

Name of Contractor:

BONTKE BROS CONSTRUCTION

Business Address:

102 COLLEGE DR  
ABILENE TX 79601

  
Signature

KENNETH BONTKE  
Name - Typed or Printed

325. 677. 6276  
Business Phone No.

CEO  
Title - Typed or Printed

75 133 1325  
Federal Tax I.D.#

ATTEST: (If Corporation)

Michael Bonthe  
Corporate Secretary's Signature

Corporate Seal  
(if none, write "None")

**CITY OF ABILENE**

Larry S. Dill  
Authorized Signature

ATTEST:  
Michael Bonthe  
City Secretary

Seal:

APPROVED:

Kelle Mason  
City Attorney

Mark Zborer  
Risk Manager





The undersigned surety company represents that it is authorized to do business in Texas, and designates \_\_\_\_\_ its agent in Taylor County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Surety consents to venue in Taylor County, Texas.

\_\_\_\_\_, 2013

International Fidelity Ins. Co.  
(Surety)

*Christopher Blaine McAnally*  
(Signature of Attorney-in-Fact)

By: \_\_\_\_\_  
(Signature)

Christopher Blaine McAnally  
(Typed Name of Attorney-in-Fact)

SURETY'S SEAL

|

\*\*\*\*\*

NOTE: If signed by an officer of the Surety Company, the Surety Company must submit a certified extract from the by-laws showing that this person has authority to sign the bond. If signed by an Attorney-in-Fact, a copy of the Power of Attorney must be attached to this bond.

(Note: Date of Bonds must not be before Contract date)



# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

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

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

JAY TAYLOR, BOYD JACK COWAN, JOHN W. WILKINS, CHRISTOPHER BLAINE MCANALLY

Midland, TX.

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

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

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

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

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

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



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



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

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March, 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of October 2013

Assistant Secretary



STATUTORY PAYMENT BOND

STATE OF TEXAS

§  
§  
§  
§

STATUTORY PAYMENT BOND  
PURSUANT TO TEX. GOV'T CODE ANN.  
Section 2253.021 (Vernon 1994)

COUNTY OF TAYLOR

Bontke Brothers Construction Company, Inc.

102 College Dr; Abilene, TX 79601

as Principal(s), and International Fidelity Insurance Company

4965 Preston Park Blvd, Ste 200; Plano, TX 75093

as Surety(s) are bound to the City of Abilene, Texas, ("Obligee") in the sum of \$ 450,412 lawful money of the United States. By this document, they bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, to pay this amount.

On \_\_\_\_\_, 2013, the Principal entered into a written contract with the Obligee for

ENGINEERING DIVISION MISCELLANEOUS REPAIR WORK 2013-2014

which contract is incorporated by reference for all purposes. The Principal is required by law to execute a bond in the contract amount before beginning work.

If the Principal pays all claimants supplying labor and material to Principal or a subcontractor in the performance of the work provided for in the contract, then this obligation is void; otherwise, it remains in full force.

This bond is executed under the provisions of TEX. GOV'T CODE ANN. § 2253.001, et. seq. (Vernon 1994), as amended, and all liabilities on this bond will be determined according to the provisions of that Code.

Surety, for value received, stipulates that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work performed thereunder.

We, Principal(s) and Surety(s), have signed and sealed this instrument:

\_\_\_\_\_, 2013

Bontke Brothers Construction Company, Inc.

(Principal)

By:



(Signature)

Kenneth BONTKE

(Name - typed)

CEO

(Title - typed)

The undersigned surety company represents that it is authorized to do business in Texas, and designates \_\_\_\_\_ its agent in Taylor County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. Surety consents to venue in Taylor County, Texas.

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International Fidelity Ins. Co.  
(Surety)

*Christopher Blaine McAnally*  
(Signature of Attorney-in-Fact)

By: \_\_\_\_\_  
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Christopher Blaine McAnally  
(Typed Name of Attorney-in-Fact)

SURETY'S SEAL

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NOTE: If signed by an officer of the Surety Company, the Surety Company must submit a certified extract from the by-laws showing that this person has authority to sign the bond. If signed by an Attorney-in-Fact, a copy of the Power of Attorney must be attached to this bond.

(Note: Date of Bonds must not be before Contract date)



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

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

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



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

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

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March. 27, 2014

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IN TESTIMONY WHEREOF, I have hereunto set my hand this <sup>25th</sup> day of October 2013

Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> MCANALLY WILKINS, INC P.O. Box 60810  Midland TX 79711	<b>CONTACT NAME:</b> Lynsie Ray <b>PHONE (A/C No. Ext):</b> (432) 685-9300 <b>FAX (A/C. No.):</b> (432) 685-9399 <b>E-MAIL ADDRESS:</b> lynsie@mcanallywilkins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER C: Transportation Insurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Ins. Co.		INSURER B: Continental Casualty Company		INSURER C: Transportation Insurance		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> Bontke Brothers Construction Co., Inc. 102 College Dr. P.O. Box 2896 Abilene TX 79601														

**COVERAGES**      **CERTIFICATE NUMBER:** 13-14 Master Cert      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		4016168598	5/22/2013	5/22/2014	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) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		4016168617	5/22/2013	5/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured Combined Single \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	4016168620	5/22/2013	5/22/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTIONS 10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		4016168603	5/22/2013	5/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Engineering Division Misc. Work Repair 2013-2014**  
 All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30 day notice of cancellation.

<b>CERTIFICATE HOLDER</b>  City of Abilene PO Box 60 Abilene, TX 79604	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  J Wilkins, Jr/LYNSIE <i>John W. Wilkins Jr</i>



RECEIVED  
9-2-14 S/10

August 29, 2014

Kenneth Bontke  
Chief Financial Officer  
Bontke Brothers Construction Company  
102 College Dr.  
Abilene, TX 79601

**Re: Extension of Engineering Division Miscellaneous  
Repair Work (2013-2014) Contract**

Dear Mr. Bontke:

This letter is in regards to the extension of the above contract for the coming City of Abilene 2015 Fiscal Year. If you are in agreement with this request, please sign at the bottom of this letter and return it to the City of Abilene at your convenience. Pending City Council approval the effective date of this extension will be October 1, 2014, and it will conclude on September 30, 2015.

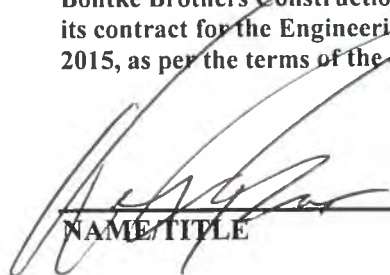
As we have previously discussed, this contract extension will use the existing unit prices for the work to be performed.

Should you have any questions, please feel free to call me at (325) 676-6283.

Sincerely,

James M. Rogge, P.E.  
City Engineer

Bontke Brothers Construction Company is in complete agreement with the City of Abilene to extend its contract for the Engineering Division Miscellaneous Repair Work contract through September 30, 2015, as per the terms of the original contract.

 Kenneth Bontke President 9-2-14  
NAME/TITLE DATE