

**City Council  
Agenda Memo**



**City Council  
Meeting Date: 07/23/2015**

**TO: Robert Hanna, City Manager**

**FROM: Michael Rice, P.E., Interim Director of Public Works**

**SUBJECT: Oral Resolution Authorizing City Manager to Execute Contract For Traffic Signal Replacement (South 27<sup>th</sup> & Treadaway)**

**GENERAL INFORMATION**

On May 12, 2015 an errant vehicle left the roadway and collided with the Traffic Signal Pole on the NE corner of S. 27<sup>th</sup> St. & Treadaway Blvd. The vehicle substantially damaged the foundation and the signal pole. Due to the age of the traffic control devices, the existing conduit and wiring cannot be used and must be replaced. On July 7, 2015 the City of Abilene received a bid for Construction Services from Willis Electric Co., LP. for the replacement of the traffic signal system. Willis Electric is the sole source provider for Traffic Signal replacements in the Abilene area.

This contract is for the removal of the existing signal pole and arm, all foundations, cabinets and ground boxes and the installation of new foundations with breakaway bases, ground boxes, conduit and signal pole/arm assembly and heads. The contractor will provide all traffic control during construction activities, locate all existing signal conduit and wiring and underground utilities, and provide temporary shoring.

**FUNDING/FISCAL IMPACT**

Funding for this project is available within existing miscellaneous Certificate of Obligations, specifically earned interest on those funds.

**STAFF RECOMMENDATION**

Staff recommends the City Council, by oral resolution, authorize the City Manager to execute the attached contract with Willis Electric Co., LP for traffic signal repairs in the amount of \$87,070.00.

**ATTACHMENTS**

Contract  
Willis Electric Co., LP Quote

Prepared by: Name <u>James M. Rogge, P.E.</u> Title <u>Traffic Engineer</u>	Item No. <u>7.5</u>	Disposition by City Council <input type="checkbox"/> Approved    Ord/Res# <input type="checkbox"/> Denied        _____ <input type="checkbox"/> Other _____ City Secretary
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## CONTRACT

This contract, dated the 10<sup>th</sup> day of July 2015, is between the City of Abilene ("City") and Willis Electric Company, LP. ("Contractor").

### I. TERMS

In consideration of \$87,070, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

### II. PAYMENT

Payment shall be made under the terms of Attachment B, option 2, which is incorporated by reference, according to all its provisions.

### III. DURATION

Contractor must complete all required work within 120 calendar days after the effective date of this Contract.

### IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent.

### V. STATUS OF CONTRACTOR

The Contractor is an Independent Contractor. Contractor and Contractor's employees are not the agents, servants or employees of the City.

### VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

## VII. INDEMNITY

### • 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:

- injury or damage to any property or right
- injury, damage, or death to any person or entity
- attorneys fees, witness fees, expert witness fees and expenses, and
- 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.**

## VIII. INSURANCE

### A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City's Office of Risk Management for their adequacy as to content, form of protection, and providing company.

The required insurance naming the City as additional insured must be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Before the City executes the notice to proceed with any work under this agreement, the Contractor must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Contractor must furnish new certificates or copies of the policy before the expiration date.

**B. ADDITIONAL REQUIREMENTS**

The required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

**C. TYPES AND AMOUNTS OF INSURANCE**

The following insurance is required under this contract:

<u>Type</u>	<u>Amount</u>
X 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X 2. Commercial (Public) Liability including, but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X 3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<del>R</del> X <sup>N/A</sup> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
5. See Addendum for Special Coverages and/or revisions	
6. No Insurance Required	

## **IX. VENUE, CHOICE OF LAW AND INTERPRETATION**

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

## **X. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

Contractor must comply with the Immigration Reform and Control Act (IRCA) and may not knowingly obtain labor or services of an unauthorized alien. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

## **XI. 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 and interest. Contractor is responsible for ensuring that no indebtedness exists.

Section 130 of the City Charter authorizes the City to counterclaim and offset against 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 and interest.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

It is the City's policy to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

## **XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES**

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 500 Chestnut St., 6<sup>th</sup> floor, Abilene, Texas, 79602, 325-690-0300.

#### **XIV. SALES TAX**

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the Tax Act), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

#### **XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

Contractor, its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Contractor must obtain all necessary permits and licenses that are required in completing the work contracted for in this agreement.

#### **XVI. PAYMENT AND PERFORMANCE BONDS**

If the value of this Bid is below \$25,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$25,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

IN WITNESS HEREOF, the parties hereto have executed this contract:

CITY OF ABILENE

Willis Electric Company, LP.

By: \_\_\_\_\_  
City Manager

By: Tommy Willis  
(Tommy Willis)

ATTEST:

Tommy Willis, President of  
Roy Willis Electric Co., Inc.,  
Title: General Partner

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

Federal Tax ID #: 41-2035799

APPROVED:

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Risk Manager

Corporate Seal if applicable:



## ATTACHMENT A

### Scope of Work

The Contractor shall provide all material, equipment, and labor to perform the work and shall conform to TxDOT 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Temporary traffic control shall be provided according to the 2011 Texas Manual on Uniform Traffic Control Devices (TMUTCD), Revision 2, October 2014. Any conflicting specifications will be resolved by the Engineer. The work will include the following elements and any other subsidiary items needed to provide a fully operational installation. Cleanup and restore site to pre-construction conditions.

### **For the Traffic Signal Pole Assembly and Foundation at S. 27<sup>th</sup> St. & Treadaway BLVD.:**

1. Provide traffic control during all construction activities.
2. Locate all existing signal conduit and wiring, and underground utilities.
3. Install new 36" drill shaft foundation approximately 5' North of the existing foundation and to a depth of 12'; location to be verified by Engineer.
4. Bore approximately 100' of 3" PVC Conduit from signal cabinet to new pole foundation and provide standard RPC ground box at pole.
5. Install new 19', 80 mph round signal pole with slip base and 36' arm assembly.
6. Provide 2 new 3-section signal LED head.
7. Install approximately 100' new 16 conductor 12 AWG ISMA signal cable from cabinet to pull box.
8. Install new 7 conductor 14 AWG IMSA signal cable to each head from the foundation to make a functional installation.
9. Remove and replace street name sign and mounting brackets on the new ASTRO-BRAC between the pole and the first signal head.
10. Ensure appropriate torque of mounting assemblies for signal heads, and street name sign.
11. Remove existing signal pole and arm, and deliver to Signal Shop Pole Yard on East Lake Road.
12. Remove existing foundation and bolts to 6" below grade, and cover to match area.
13. Provide temporary shoring for pole support until new pole can be installed.

14. Install 2-new Edge 2 dual video processor and 1 RZ-4 Advanced Wide Dynamic Range Camera on new pole and arm.
15. Install 2 RZ-4 Advanced Wide Dynamic Range Camera 1 on West Bound traffic signal pole and 1 on East Bound traffic signal pole.
16. Install new signal cabinet foundation breakaway base, and medium RPC ground box at location to be determined by the Engineer.
17. Remove existing signal cabinet foundation and grade area to match.
18. Bore approximately 400' of 3" PVC Conduit from new signal ground box to the other signal poles and provide standard RPC ground box at each pole.
19. Install 400' of 16 conductor 12 AWG ISMA signal cable.
20. Install new 7 conductor 14 AWG ISMA signal cable to each signal head from the Pole base to make a complete system.
21. Install 1-new 5-section head, on cable mounted ASTRO-BRAC mounts on new signal arm.
22. Remove existing ground boxes and cut conduit to 6" below adjacent ground grade and cover to match the area.

## **ATTACHMENT B**

### **PAYMENT SCHEDULE**

#### **OPTION 1**

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$\_\_\_\_\_ per hour not to exceed \$\_\_\_\_\_.

Contractor must submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. City will pay invoices according to its normal payment procedures.

#### **OPTION 2**

Payment is in a lump sum amount of \$87,070 upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

#### **OPTION 3**

Payment is a fixed fee amount of \$\_\_\_\_\_ payable per the schedule upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

## ATTACHMENT C

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

#### THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

**Certificate of coverage ("certificate")** - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

**Duration of the project** - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

**Persons providing services on the project ("subcontractors" in 406.096)** - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

e. Contractor shall obtain from each person providing services on a project and provide to City:

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
  - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
  - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2015

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> Frank Siddons Insurance Agency Fort Worth, Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016	<b>CONTACT NAME:</b> Holly Gravenor <b>PHONE (A/C, No, Ext):</b> (817) 737-4943 <b>FAX (A/C, No):</b> (817) 737-4947	
	<b>E-MAIL ADDRESS:</b> Holly@fsifw.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Willis Electric Co., L.P. P.O. Box 7109 Abilene TX 79608	<b>INSURER A:</b> Travelers Indemnity Company 25682	
	<b>INSURER B:</b> Hanover Insurance Company 22292	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: ALOB 15-16 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO7B623589GL	5/6/2015	5/6/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> XCU						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			BA7B569292AUTO	5/6/2015	5/6/2016	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 checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP5466B086UMB	5/6/2015	5/6/2016	EACH OCCURRENCE \$ 3,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7B626463WC	5/6/2015	5/6/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractor's Equipment			RHD9843713-02EQ	5/6/2015	5/6/2016	Leased/Rented Any One Item \$150,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Traffic Pole Assembly & Foundation @ S. 27th St. & Treadway Blvd. The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status on a primary & non-contributory basis to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

**CERTIFICATE HOLDER** **CANCELLATION**

City of Abilene  
Attn: James Rogge  
P.O. Box 60  
Abilene, TX 79604

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  
  
Steven Siddons/HGRAVE *Steven B. Siddons*



4242 Sayles Blvd. P.O. Box 7109  
Abilene, Texas 79608-7109

# *Willis Electric Co., LP*



Telephone 325-698-3444  
FAX 325-698-3446

To Whom It May Concern,

Price quoted includes the work requested per James Rogge.

Ref: Treadway Blvd. @ South 27<sup>th</sup> St.

Price DOES include barricading and traffic control that will be required. Notice for intent to use Willis Electric for services and notice to proceed is required in advance. Quote is good for 30 days. Current Lead time on new Signal pole is 10 to 12 weeks and can vary.

Lump Sum for items 1-13   \$29,500.00

Lump sum for items 14-22   \$57,570.00

Weston Willis

General Manager

x \_\_\_\_\_  
*Weston Willis*

DATE                         7/10/15 \_\_\_\_\_