Texas Department of Transportation®

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 07193058
Control 090800092
Project STP 1902(338)
Highway VA
County TAYLOR

August 22, 2019

BONTKE BROTHERS CONSTRUCTION COMPANY
PO BOX 2896
ABILENE, TX 79604-0000

Construction Division
512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Duane S. Milligan, P.E.
Deputy Director, Construction Division

Enclosure

cc: ABL District

BONDED BY: INTERNATIONAL FIDELITY INSURANCE COMPANY
BOND NO. TXIFSU030812

CONTRACT NO.	07193058
CONTROL	0908-00-092
PROJECT	STP 1902(338)
HIGHWAY	VA
COUNTY	TAYLOR

CONTRACT

between

STATE OF TEXAS

and

BONTKE BROTHERS CONSTRUCTION COMPANY

for

CONSTRUCTION OF 4.430 MILES

of

VA

in

TAYLOR COUNTY

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CONTRACT NO.	07193058
CONTROL	0908-00-092
PROJECT	STP 1902(338)
HIGHWAY	VA
COUNTY	TAYLOR

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **BONTKE BROTHERS CONSTRUCTION COMPANY** , its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in **41 WORKING** days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

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PROJECT: STP 1902(338)
COUNTY : TAYLOR

CCSJ	BIDDER	DATE	DIV	JOB
090800092	1	7 19		58

ITEM NO.	DESC CODE	SP. NO.	ITEM DESCRIPTION / UNIT	APPROX. QUANT.	UNIT BID PRICE	EXTENSION
344	6011	001	SUPERPAVE MIXTURES SP-B PG64-22			
			TON	172.000	140.000	24,080.00
344	6124	001	SUPERPAVE MIXTURES SP-D SAC-B PG70-28			
			TON	6,186.000	130.000	804,180.00
354	6045		PLANE ASPH CONC PAV (2")			
			SY	48,786.000	3.500	170,751.00
354	6057		PLANE ASPH CONC PAV (4")			
			SY	1,446.000	15.000	21,690.00
500	6001		MOBILIZATION			
			LS	1.000	42,000.000	42,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING			
			MO	3.000	15,000.000	45,000.00
662	6109		WK ZN PAV MRK SHT TERM (TAB)TY W			
			EA	2,711.000	.500	1,355.50
666	6300	007	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)			
			LF	8,999.000	.500	4,499.50
666	6303	007	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)			
			LF	35,988.000	.500	17,994.00
666	6315	007	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)			
			LF	35,988.000	.500	17,994.00
672	6010		REFL PAV MRKR TY II-C-R			
			EA	464.000	5.000	2,320.00
6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN			
			EA	2.000	4,500.000	9,000.00
6185	6002	001	TMA (STATIONARY)			
			DAY	34.000	250.000	8,500.00
6185	6005	001	TMA (MOBILE OPERATION)			
			DAY	9.000	250.000	2,250.00
					TOTAL	1,171,614.00

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CONTRACT NO. 07193058
COUNTY TAYLOR

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By P.S. Date 8/22/19

for GINA E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION

CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCTION SECTION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

By

CONTRACTOR
Party of the Second Part

BONTKE BROTHERS CONSTRUCTION COMPANY

By: Kenneth Bontke President (Title) 08-05-2019 (Date)

By: (Title) (Date)

By: (Title) (Date)

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PERFORMANCE BOND

CONTRACT NO. 07193058
COUNTY TAYLOR
BOND NO. TX1FSU030812

KNOW ALL PERSONS BY THESE PRESENTS:

That we **BONTKE BROTHERS CONSTRUCTION COMPANY** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than **one million one hundred seventy-one thousand six hundred fourteen and 00/100** Dollars (**$1,171,614.00**), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, 05 day of August, 2019

BONTKE BROTHERS CONSTRUCTION COMPANY

Bontke Brothers Const Co. Inc.
CONTRACTOR

*By: Kenneth Bontke
President
(Title)

CONTRACTOR

*By: _____
(Title)

International Fidelity Ins Co.
SURETY (Print Firm Name and Seal)

*By: Christopher Blaine McCandly
(Title)
Attorney In Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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PAYMENT BOND

CONTRACT NO. 07193058
COUNTY TAYLOR
BOND NO. TXIFSU030812

KNOW ALL PERSONS BY THESE PRESENTS:

That we **BONTKE BROTHERS CONSTRUCTION COMPANY** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than **one million one hundred seventy-one thousand six hundred fourteen and 00/100** Dollars (**$1,171,614.00**), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, 05 day of August, 2019

BONTKE BROTHERS CONSTRUCTION COMPANY

Bontke Brothers Const Co. Inc.
CONTRACTOR

*By: Kenneth Bontke
President
(Title)

CONTRACTOR

*By: _____
(Title)

International Fidelity Ins Co.
SURETY (Print Firm Name and Seal)

*By: Christopher Blaine McAnally
(Title)
Attorney In Fact

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

SURETY (Print Firm Name and Seal)

*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

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Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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

Midland, TX.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 22nd day of July 2014, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 31st day of July 2015

MARIA BRANCO, Assistant Secretary

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

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 under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

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

Midland, TX.

their 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 and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

ALLEGHENY CASUALTY COMPANY 1936 PENNSYLVANIA

On this 22nd day of July 2014, 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 INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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.

CATHY CRUZ NOTARY PUBLIC MY COMMISSION EXPIRES 04-16-2019 STATE OF NEW JERSEY

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 31st day of July 2019

MARIA BRANCO, Assistant Secretary

Important Notice

To obtain information about this bond or to make a claim:

You may write to International Fidelity Insurance Company at:

Surety Claims Department
International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102

or you may call (973)624-7200

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

(800) 252-3439

Or you may write to the Texas Department of Insurance at:

Texas Department of Insurance
P O Box 149104
Austin, TX 78714-9104

Attach this notice to your Bond

This notice is for information only and does not become a part or a condition of the attached document. It is given to comply with Government Code Section 2253.048 and Property Code Section 53.202, effective September 1, 2001