

RUSH

Contract Routing Form

ROUTING: Urgent Rush

printed on: 04/15/2011

Contract between: Board of Regents of the UW System and the Sta
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Kohl Center PUD Amendment/601 W Dayton St-UW Hockey/Swim

Contract No.: 2269
Enactment No.: RES-11-00192
Dollar Amount: 0.00

File No.: 21346
Enactment Date: 02/03/2011

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	4.15.11	4-15-2011
Director of Civil Rights	4/15/11	4/19/11 MOD
Risk Manager	4-19-11	4/19/11 - TRB
Comptroller	4-20-11	4-20-11 PW
City Attorney	513 4-20-11	4-20-11
Mayor	4-20-11	4-20-11

Please return signed Contracts to the City Clerk's Office
Room 103, City-County Building for filing.

Original + 2 Copies

04/15/2011 13:41:24 enjap - Janet Dailey-6-4751

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: No City Funds
AA Plan: N/A
Amendment / Addendum # _____
Type: POS / OVLP / Sbdv / Gov't /
Grant / PW / Loan / Agrmt

RUSH



City of Madison

Legislative File ID **21346**

display
original
version

print

email

Type: **Resolution** Status: **Passed**
 Enactment Date: **2/23/2011** Enactment No.: **RES-11-00192**
 Title: **Approving plans and specifications for public improvements necessary for the project known as 601 West Dayton Street - UW Hockey/Swim and authorizing construction to be undertaken by the Developer, Private Contract No. 2269. (4th AD)**
 Controlling Body: **BOARD OF PUBLIC WORKS**
 Introduced: **2/7/2011** Version: **1**
 Final Action: **2/22/2011** Contact: **mhacker@cityofmadison.com**
 Name: **Approving plans and specifications for public improvements necessary for the project known as 601 W. Dayton Street - UW Hockey/Swim and authorizing construction to be undertaken by the Developer, Private Contract No. 2269.**
 Extra Date 1:
 Requester: **BOARD OF PUBLIC WORKS**
 Sponsors: **BOARD OF PUBLIC WORKS**
 Attachments: **Legislative File Text**

Legislative History

Date	Acting Body	Action Taken	Motion
2/16/2011	BOARD OF PUBLIC WORKS	Janet Dalley, City Engineering, presented plans and specifications. Robert Houghard Jr. - representing JH Findorff & Sons - also made a presentation. A motion was made by Pietz, seconded by Aid. Skidmore, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.	Pass
2/22/2011	COMMON COUNCIL	A motion was made by Ald. Clear, seconded by Ald. Cnare, to Adopt. The motion passed by voice vote/other.	Pass

Notes:

Approvals

Approver	Date	Approval Status
Craig Franklin	2/18/2011	Approved

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City of Madison

Legislative File Number 21346 (version 1)

Title

Approving plans and specifications for public improvements necessary for the project known as 601 West Dayton Street - UW Hockey/Swim and authorizing construction to be undertaken by the Developer, Private Contract No. 2269. (4th AD)

Body

WHEREAS, the developer, The Board of Regents of the UW System and the State of Wisconsin Department of Administration, has received the City of Madison's conditional approval to amend the Kohl Center Planned Unit Development (PUD) to construct an ice hockey arena, locker room facilities and athletic offices, and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances and the conditions of approval require the developer to install the public improvements necessary to serve the PUD.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Mayor and City Clerk are hereby authorized and directed to execute a Contract For the Construction of Public Improvements that will be accepted by the City of Madison For 601 W. Dayton Street - UW Hockey/Swim, with The Board of Regents of the UW System and the State of Wisconsin Department of Administration.
2. That the plans and specifications for the public improvements necessary to serve the PUD are hereby approved.
3. That the developer is authorized to construct the public improvements in accordance with the terms of the Contract For the Construction of Public Improvements that will be accepted by the City of Madison at the sole cost of the developer, except as follows:
NONE
4. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.
5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.

Fiscal Note

Private Contract, No City Funds Required.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
THAT WILL BE ACCEPTED BY THE CITY OF MADISON
601 WEST DAYTON STREET - UW HOCKEY/SWIM CONTRACT NO. 2269
PROJECT NO. 53B2269**

MADISON, WISCONSIN

THIS CONTRACT for the Construction of Public Improvements that will be Accepted by the City (hereafter "Contract" or "Agreement") is made and entered into by The Board of Regents of the UW System and the State of Wisconsin Department of Administration of Madison, Wisconsin, ("State and/or University" – collectively, the "Developer"), and the City of Madison, ("City,") a Wisconsin municipal corporation located in Dane County, Wisconsin. This Agreement is effective as of the date signed by the Mayor on behalf of the City.

RECITALS

1. WHEREAS, the State and/or University has received conditional approval from the City to amend the Kohl Center PUD to allow construction of an addition to the Kohl Center & Nicholas Johnson Pavilion with an ice hockey arena, locker room facilities and athletic offices, a copy of which is incorporated by reference.
2. WHEREAS, Section 16.23(9) of the Madison General Ordinances (MGO) requires that provisions be made for the installation of public sanitary sewer facilities, storm sewer, water service laterals, the grading of public and private lands, erosion and stormwater runoff control, street improvements, street signs and pavement marking to serve the development. Section 16.23(9) also permits the installation of said public improvements by construction phases.
3. WHEREAS, the Developer intends to complete the installation of said public improvements with the Initial Construction Phase of said project and does not intend to complete any of said public improvements in subsequent construction phases.
4. Whereas, the Department of Administration, Division of State Facilities, and the Board of Regents of the University of Wisconsin System on behalf of the State of Wisconsin hereby voluntarily agree to conform to the City's MGO for the limited purposes set forth herein, with the understanding that such conformance shall not be construed as a waiver of the State of Wisconsin's sovereign immunity or its rights under any applicable law.

CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS THAT WILL BE ACCEPTED BY THE CITY:

NOW, THEREFORE, the Developer and the City hereby agree as follows:

SECTION I - GENERAL CONDITIONS

A. Prequalification of Contractors and Prevailing Wage Rates

The Developer agrees to engage Contractors for all construction included in this agreement who shall be listed as qualified for such work by the Director of Public Works and who shall comply with every requirement of Section 23.01, M.G.O. and Section 66.0903, Wisconsin State Statutes (Prevailing Wage Rate). For the current Prevailing Wage Rate please go to:

<http://www.cityofmadison.com/Business/PW/documents/PrevailingWageRates.pdf>.

The Developer shall furnish the City Engineer with the names of all Contractors and their subcontractors, with the classification of the work they perform, prior to any work beginning.

B. Nondiscrimination

(The term "Contractor" used in this paragraph shall be synonymous with the term "Developer" used in the remainder of this Agreement, and the term "Contract" shall be synonymous with the term "Agreement.")

In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex or national origin.

C. Preconstruction Meeting

The Developer further agrees to coordinate a preconstruction meeting with the City Construction Engineer.

D. Construction Plans

The Developer further agrees to work from Construction Plans that have been approved by the Common Council. The Plans shall be prepared by the Developer or by the City Engineer from data submitted by the Developer, as determined by the City Engineer. The Developer shall note that Plan Commission approval of the project does not constitute approval of the improvements within the public right-of-way. Separate approval is required. The Plans shall be signed by the City Engineer.

E. City Approval of Starting Dates

The Developer further agrees that no work shall be scheduled for the above-mentioned improvements without the City Engineer's approval of starting date and schedule.

F. Notification of Work

The Developer further agrees to notify the City Construction Engineer two (2) working days prior to beginning work or resuming work in the right-of-way.

G. Change Order to Work

The Developer further agrees that the City shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed in this or other written agreements between the City and the Developer.

H. Acceptance of Work

The State and/or University further agree that the acceptance of public improvements is conditioned on completion of the following:

1. That all outstanding engineering and inspection charges indicated herein have been paid in full.
2. That affidavits and lien waivers are received by the City indicating that the Contractor has been paid in full for all work and materials furnished under this contract.
3. That a complete breakdown of costs incurred by the State and/or University is provided to the City for the following public improvement components in the public right of way and within public easements:
 - a. Storm sewer. Acceptance of the work requires televising of all sewer mains at the State and/or University's expense
 - b. Streets including sidewalks, pavement marking and signage
 - c. Other items of work within the Public Right of Way.

The maintenance of specified public improvement components becomes the responsibility of the City upon acceptance of those components by the Common Council.

I. Time of Completion

All work specified herein shall be completed within twenty-four (24) months from the date of this agreement by the Developer.

J. Hold Harmless and Insurance

During the term of this Agreement, the Developer agrees to hold harmless the City of Madison and its employees, agents, officers, and officials from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property, based on the acts or omissions of the Developer, its officers, officials, employees, or agents while acting within the scope of their employment or agency, consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes. It is not the intent of either party to this agreement to waive the provisions of Wis. Stats. ss. 893.80 or 893.82 or any other applicable immunity, protections, or limitations of liability applicable to either party which may be provided by law.

The Developer, an agency of the State of Wisconsin, provides liability coverage for its officers, agents, and employees consistent with Section 895.46(1) and 893.82 of the Wisconsin Statutes. The Developer's employees who participate in the activities resulting from this Agreement are employees of the Board of Regents of the University of Wisconsin System and employees of the Wisconsin Department of Administration. Although the liability coverage provided by the State of Wisconsin under Wis. Stats. sec. 895.46(1) is self-funded, and continuous, it is subject to the damage cap in Wis. Stats. sec. 893.82(6). Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out this Agreement and founded upon or growing out of the acts or omissions of any of the employees of the Developer while acting within the scope of their employment where protection is afforded by Sections 893.82 and 895.46(1) of the Wisconsin Statutes. The Developer shall provide a copy of its standard coverage letter to the City upon request

The Developer shall require all Contractors engaged in the construction of this project to maintain the insurance (including additional insured requirements) required by Section 107.4 of the *City of Madison Standard Specification for Public Works Construction*, and to submit a current Certificate of Insurance with the City Engineer.

K. Guarantee of the Work

The Developer agrees to guarantee all work performed under this contract, except tree and shrubbery planting, for a period of one year from the date of final acceptance by the City Common Council, against defects in workmanship or materials. If any defect should appear during the guarantee period, the Developer agrees to make required replacement or acceptable repairs of the defective work at his own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands where the repairs or replacement is required.

The Developer agrees to guarantee all tree and shrubbery planting for a period of two years from the date of final acceptance by the City Common Council, in accordance with Section 209.6 of the *City of Madison Standard Specifications for Public Works Construction*.

L. Specifications for Improvement

The Developer agrees to install the improvements specified in this Agreement in accordance with the plans and specifications approved by the Common Council on February 22, 2011 as part of the approval of the resolution titled "Plans and Specifications for public works improvements necessary for the project known as 601 West Dayton Street - UW Hockey/Swim", and in accordance with the *City of Madison Standard Specifications for Public Works Construction* and the following conditions:

1. Grading, Erosion Control, Barricades, and Traffic Control:
 - a. The Developer shall undertake the grading, erosion control and barricade requirements for streets whose right-of-way are contained within the development to subbase grades established by the City Engineer and approved by the Common Council.
 - b. The Developer shall furnish, install barricades, signs and other traffic control devices as specified by the City Traffic Engineer.
 - c. The Developer shall prepare a traffic control plan, which shall be submitted for approval to the Traffic Engineering Division. Work shall not begin until the traffic control plan is approved by the Traffic Engineering Division and a copy of the approved traffic control plan has been submitted to the Construction Engineer. The Developer shall furnish, install and maintain during construction, barricades, signs, pavement markings and other traffic control devices as specified on the approved traffic control plan or as directed by the City Traffic Engineer.
 - d. The Developer shall not be required to obtain an Erosion Control and Stormwater Management Permit from the City for this project but shall comply with the requirements of Chapter 37, M.G.O. prior to the grading, utility installation or other land disturbance activity.
 - e. The Developer shall not disturb, grade, fill or store materials on public lands unless specifically approved by the City's representative. The Developer shall clean up, topsoil, seed and mulch any public property, as required by the City Engineer. The Developer shall provide and install and subsequently remove any erosion control measures required on public property.
2. Storm Sewer and Public Drainage System:
 - a. The State and/or University shall install a public drainage system including all storm sewer mains, mainline structures, inlets, and lateral pipes in accordance with the plans approved by the City Engineer unless other arrangements have been approved by the City Engineer as detailed in the supplemental conditions. Any field changes by the City Engineer shall become part of the approved plan and shall be incorporated at the State and/or University's expense.

- b. In accordance with Wisconsin State Statute 182.0175(2r), any person who, after December 31, 2006, installs a nonconductive sewer lateral shall also install a locating wire or other equally effective means for marking the location of the lateral. The City of Madison has chosen compliance with this Statute by the using an Electronic Ball Marker System. Therefore, the State and/or University shall install the 3M™ Electronic Marker System (EMS) 4" extended Range 5' Ball Markers- Wastewater (model #1404-XR) for each storm sewer lateral. The Storm Sewer Electronic Markers shall be provided where non- metallic storm sewer pipe is installed in the public Right of Way, and where no access or inlet structures are available on the surface to allow the pipe to be visually located. City shall supply all the required markers to the State and/or University or his Contractor (generally requires 2 per lateral) and the Contractor shall install them per the manufacturer's requirements or as directed by the City Engineer. Costs of supplying the ball markers shall be billed to the State and/or University in accordance with the billing terms of this agreement. If the State and/or University wishes to use alternate means of complying with this State Statute, it must be approved in advance by the City Engineer.

3. Streets and Sidewalks:

The State and/or University shall install Madison Standard Concrete Curb and Gutter and other types of curb and gutter as specified, Madison Standard Sidewalk with crosswalks, in accordance with the plans approved by the City Engineer.

4. Signs:

The State and/or University shall pay all costs associated with the installation of all traffic signs and structures as required by the plans and specifications prepared by the City Traffic Engineering Division, including City furnished materials, labor, inspection and engineering. The State and/or University following the provisions in the Standard Specifications for Public Works Construction may install temporary street name signs.

5. Pavement Markings:

The State and/or University shall pay all costs associated with the installation of all pavement markings as required by the plans and specifications prepared by the City Traffic Engineering Division, including City furnished materials, labor, inspection, and engineering.

M. Fees Payable Prior to Construction

The State and/or University agree to pay the City the following charges prior to construction beginning:

1. All outstanding area charges levied against lots within the development by the City and the Madison Metropolitan Sewerage District for the construction of downstream sanitary sewer facilities.

N. State and/or University to Reimburse the City for Costs Sustained

The Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, and associated legal and real estate expenses for the required public improvements for the project. The City's expenses shall be determined as follows:

- a. The actual cost of City employees' time engaged in the required public improvements based on the hourly billable rate to represent the City's actual cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision.
- b. The cost of City equipment employed, including all televising of sewer mains.

- c. The actual costs of City materials incorporated into the work including transportation costs.
 - d. Actual consultant charges or invoices incurred by the City for soils, pavement or concrete testing as may be required to facilitate the development in accordance with the plans approved by the Common Council on February 22, 2011 as part of the approval of the resolution titled "Plans and Specifications for public works improvements necessary for the project known as 601 West Dayton Street - UW Hockey/Swim".
2. The State and/or University shall advance to the City the following payments/deposits:
- a. An amount equal to an estimate of the City's expenses, as prepared by the participating City Divisions/Departments, at the time the State and/or University files a Development Agreement. At the conclusion of the project, the respective agencies shall bill the actual cost to the State and/or University. In the event that the actual cost is calculated to be less than the advanced amount, the difference shall be refunded to the State and/or University. In the event the advance is less than the actual amount, the State and/or University shall be billed the difference and payment shall be a condition precedent to acceptance of any major components of construction. The estimated cost of services to be performed by the City is as follows:

City Engineering Division \$ 8,000.00 (Make check payable to City of Madison).
 - b. A deposit to secure inspection.

City Engineering Division \$ 5,000.00 (Make check payable to City of Madison).

O. Surety

1. The State and/or University asserts that as part of the Athletics Hockey / Swimming Facility – Kohl Center, Construction Contract Project No. 09B1U By and Between State of Wisconsin and J.H. Findorff and Sons, dated as of the 23rd day of December, 2010, the project and all construction related thereto, including all work in the public rights of way or easements, are bonded according to the requirements of s. 779.14(1m)3., Wis. Statutes ("Project Bond").
2. Given that the Project Bond covers all phases of work in the public rights of way or easements, the State and/or University do not intend to release the Project Bond until such work is accepted by the City of Madison, which acceptance shall not be unreasonably withheld. If requested, the University and State shall provide copies of the performance bond to the City.

P. State and/or University's Designated Project Coordinator

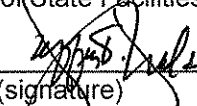
The State and/or University hereby appoints John Rakocy, DOA Project Manager at 267-9364 or john.rakocy@wisconsin.gov as the Project Coordinator, said individual who shall act as the State and/or University's representative during the Construction Phase of the installation of these improvements.

SECTION II - SUPPLEMENTAL CONDITIONS

- A. The State and/or University shall relocate the existing public storm sewer, release the existing public storm sewer easement and convey a new easement. The Developer shall provide a sketch, legal description for the new storm sewer easement.
- B. Any encroachments in the right of way shall require a separate privilege in streets agreement, which shall be completed and recorded at the Dane County Register of Deeds.
- C. The State and/or University shall replace the existing pavement, curb and gutter, pavers and / or sidewalk, in kind, to restore East Campus Mall and Dayton Street. The Developer shall be responsible for damage due to construction activities on Dayton Street and East Campus Mall. All pavement patching shall be done in accordance with the City of Madison Pavement Patching Criteria.
- D. The Developer has requested that they are permitted to construct a temporary bridge over East Campus Mall, adjacent to the underpass, to allow for the required fire, emergency and delivery access to the Kohl Center and service road during the construction of this project. The temporary bridge shall require that the existing retaining walls be cut down to allow placement of a bridge slab to span the retaining walls. The bridge shall have jersey barriers and / or railings on both sides and shall have a minimum vertical clearance of 8 feet. The Developer's contractor shall place fill to ramp up to construct approaches on both the west side of the westerly retaining wall and the east side of the easterly retaining wall. The maximum grade for the approaches and bridge shall not exceed 10% grade. The Developer shall be responsible to restore the wall, including but not limited to extending the top of the wall to the original height by doweling and pouring concrete to match the existing structure. Any damage to the face of the wall caused from placing of fill, stone, pavement or construction activities required for the approaches or construction of the temporary bridge shall be repaired as required by the City Engineer. The site shall be cleaned and free of debris from the temporary bridge construction prior to the acceptance of the project. The Developer shall be responsible for obtaining a street occupancy permit, which shall include a bridge design. Plans shall be prepared for both the temporary bridge and the reconstruction of the existing retaining walls after removal of the temporary bridge and both sets of plans shall be stamped by a professional engineer and reviewed and approval by the City prior to the City authorizing the use and installation. The Developer shall be solely responsible for the installation, maintenance and removal of the temporary bridge.
- E. Any soil nailing or soil stabilization measures that extend into the right of way shall be approved by the City Engineer prior to the start of work. The Applicant shall assume all responsibility for any damage to the public right-of-way and public utilities or facilities, caused by implementation of soil stabilization measures. The Applicant shall submit a soil stabilization plan, stamped by a Professional Engineer, for review and approval by the City Engineer prior to being authorized to start construction. If the soil stabilization measures encroach into the right of way, the contractor performing the soil nailing operation or shoring must be pre-qualified to work in the City right-of-way. All shoring in the right of way must be removed to a depth of 4 ft below existing grade. Excavation cannot begin prior to approval of the soil retention system plan.
- F. The State and/or University and its contractor have permission from the City for crane operation within public right-of-ways and within the air space over public right-of-ways. The State and/or University shall submit a plan with the location of the crane(s) with the swing radii details. The crane operation contractor must be pre-qualified to work in the public right-of-way. The State and/or University and its contractor assume all liability and responsibility resulting from these activities. The City does not grant permission to operate the crane in the air space over private property not owned by the State and/or University. If any crane foundations are to be constructed in the public right of way, the State and/or University shall enter into an encroachment agreement for those foundations.
- G. The State and/or University shall supply a list of all contractors performing work in the City Right of Way. All contractors working in the City right of way shall be prequalified and must be approved prior to commencing work.

IN WITNESS WHEREOF, the parties hereto have set their hand(s) at Madison, Wisconsin.

DEPARTMENT OF ADMINISTRATION
Division of State Facilities

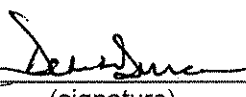
BY:  4-14-2011
(signature) Date

Jeff Harte, DOA/DSF Administrator
(print name and title of person signing)

THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

BY:  4/15/11
(signature) Date

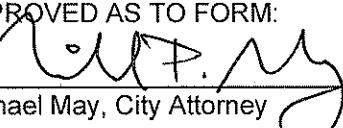
DARRELL BAZZELL, VICE CHANCELLOR
(print name and title of person signing)

BY:  4/15/11
(signature) Date

Deborah A. Durcan, Vice President for Finance
(print name and title of person signing)

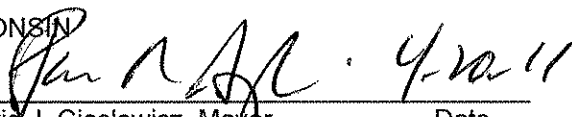
CITY OF MADISON, WISCONSIN

APPROVED AS TO FORM:

BY:  4/20/11
Michael May, City Attorney Date

APPROVED:

BY:  4/19/11
Eric T. Veum, Risk Manager Date

BY:  4-20-11
David J. Cieslewicz, Mayor Date
PAUL R. SOGLIN

BY:  4-15-11
Maribeth Witzel-Behl, City Clerk Date

COUNTERSIGNED:

BY:  4-20-11
for Dean Brasser, City Comptroller Date

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF STATE FACILITIES (DSF)
DOA-4505 (R09/10)
S. 779.14 WISCONSIN STATUTES



Mailing Address: Post Office Box 7866, Madison, WI 53707-7866
Street Address: 101 E. Wilson Street, 7th Floor, Madison, WI 53703
Phone: 608/266-2731; FAX: 608/267-2710
<http://www.doa.state.wi.us/dsf/index.asp>

Bond No. 105392645

PERFORMANCE-PAYMENT BOND (100%)

This Surety Bond Instrument is hereby executed to guarantee performance and payment of a proposed contract between the herein named Principal and the State, dated December 23, 2010, a copy of which is hereto attached and made a part hereof for the construction of

Project Title Athletics Hockey/Swimming Facility

Project Location University of Wisconsin - Madison Campus

Project Number 09B1U Contract For General Contractor work.
All, General, HVAC, Roofing, Etc.

KNOW ALL PEOPLE BY THESE PRESENTS That J. H. Findorff & Son, Inc.

Name of Contractor

of Madison, WI as contractor, herein called "Principal", and Travelers Casualty

City and State

Name of Surety

and Surety Company of America of Hartford, CT as Surety, herein called

City and State

"Surety", are held firmly bound to the State of Wisconsin for the Department of Administration, Division of State Facilities herein called "the Owner", in the amount of \$ 23,288,192.00***** for the payment of all claims, costs, charges and the faithful performance of the contract as hereinafter set forth. For the payment of which, well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the said bounded Principal shall perform and fulfill all the undertakings, covenants, terms, conditions, agreements, and shall promptly make payment pursuant to Section 779.14 of the Wisconsin Statutes to all persons who supply labor and material to said project in the prosecution of the work provided for in the within and foregoing contract, and subsequent amendments thereto, notice of such amendments to the Surety being hereby waived, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

FURTHER, labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, include, without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums or worker's compensation insurance and contributions for unemployment compensation.

FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the undersigned states that pursuant to express authority the corporate seal affixed to this instrument is the seal of this surety company, that the seal was affixed and this instrument was executed for and on behalf of this surety company; that authority has not been revoked by this surety company; that this instrument was executed as the free act and deed of this surety company; that the certificate from the Commissioner of Insurance showing authority of this surety company to transact business in the State of Wisconsin, in accordance with Section 779.14(1), Statutes, has been obtained and will be provided to the Owner upon request; and further, that this surety bond was written through an agent duly licensed as such on the date thereof.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219812

Certificate No. 003435683

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John W. Walsh, Debra A. Livingston, Betsy K. Wright, and Tina L. Domask

of the City of Madison, State of Wisconsin, their true and lawful Attorney(s)-In-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of March 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 26th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of December, 20 10


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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