

Contract Routing Form

ROUTING: Routine

printed on: 09/16/2011

Contract between: Madison Area Technical College
 and Dept. or Division: Engineering Division
 Name/Phone Number:

Project: Madison College Protective Services Building

Contract No.: 2284
 Enactment No.: RES-11-00769
 Dollar Amount: 0.00

File No.: 23494
 Enactment Date: 09/07/2011

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-19-11	9-19-11
Director of Civil Rights	9/20/11	9/22/11 MDD
Risk Manager	9/22/11	9/22/11 RTV
Finance Director	9/23/11	9-23-11 RW
City Attorney	9-26-11	9-26-11
Mayor	9-27-11	9-27-11

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

Original + 1 Copies

09/16/2011 14:39:47 enkmr - JANET DAILEY @ 261-9688

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



City of Madison

Legislative File ID 23494

display
original
version

print

email

Type: Resolution Status: Passed
 Enactment Date: 9/7/2011 Enactment No.: RES-11-00769
 Title: Approving plans and specifications for public improvements necessary for the project known as Madison College Protective Services Building - 1701 Pearson Street and authorizing construction to be undertaken by the Developer, Private Contract No. 2284. (17th AD)
 Controlling Body: BOARD OF PUBLIC WORKS
 Introduced: 8/2/2011 Version: 1
 Final Action: 9/6/2011 Contact: mhacker@cityofmadison.com
 Name: Approving plans and specifications for public improvements necessary for the project known as Madison College Protective Services Building - 1701 Pearson Street and authorizing construction to be undertaken by the Developer, Private Contract No. 2284.
 Extra Date 1:
 Requester: BOARD OF PUBLIC WORKS
 Sponsors: BOARD OF PUBLIC WORKS
 Attachments: Legislative File Text
 Engineer notes

Legislative History

Date	Acting Body	Action Taken	Motion
8/17/2011	BOARD OF PUBLIC WORKS	Janet Dailey, City Engineering, presented plans and specifications. A motion was made by Ald. Skidmore, seconded by Fix, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.	Pass
9/6/2011	COMMON COUNCIL	A motion was made by Ald. Cnare, seconded by Ald. Bidar-Sielaff, to Adopt. The motion passed by voice vote/other.	Pass
	<i>Notes:</i>		

Approvals

Approver	Date	Approval Status
Craig Franklin	8/22/2011	Approved

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City of Madison

Legislative File Number 23494 (version 1)

Title

Approving plans and specifications for public improvements necessary for the project known as Madison College Protective Services Building - 1701 Pearson Street and authorizing construction to be undertaken by the Developer, Private Contract No. 2284. (17th AD)

Body

WHEREAS, the developer, Madison Area Technical College, has received the City's conditional approval for a Conditional Use to construct the new Protective Services Building located at 1701 Pearson Street, 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 development.

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 to be accepted by the City of Madison For Madison College - 1701 Pearson Street, with Madison Area Technical College.
2. That the plans and specifications for the public improvements necessary to serve the Conditional Use 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, operational 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.



**Wisconsin Office of the
Commissioner of Insurance**

Site Navigation

125 South Webster Street
Madison, Wisconsin 53703-3474

- Home
- Consumer
- Agent/Agency
- Company
- Funds
- About OCI
- What's New
- Fees
- Forms
- Laws/Rules/Bulletins
- News Releases
- Public Meetings
- Publications



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Name WALSH, JOHN W
City and State PORTAGE, WI
Year of Birth 1948
Status Active

License Number 168955
NPN* 285241
Effective Date 01-01-1982
Expiration Date 01-31-2012
License Type Resident Intermediary Indv
CE Compliance 01-31-2012

[Line of Authority](#)

[Appointments and Terminations](#)

[Adjudicated Admin. Actions](#)

Line of Authority	Residency	Effective Date	Status
Casualty	Resident	01-01-1982	Active
Life	Resident	01-01-1982	Active
Accident & Health	Resident	01-01-1982	Active
Property	Resident	01-01-1982	Active

[↑ Top](#)

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If you need assistance or have any comments or suggestions, please send them to: ociagentlicensing@wisconsin.gov

* NPN = National Producer Number assigned by the National Insurance Producer Registry to assist with nonresident licensing in the future.

- Home
- Consumer
- Agency
- Company
- Funds
- About OCI

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- [Site Map](#)
- [Contact Us](#)
- [Wisconsin.gov](#)
- [State Agencies Index](#)

	PROP/Inactive	03-23-1979	02-01-2001	Company Merger
St. Paul Fire and Marine Insurance Company	AH/Active	09-24-1987		
	CAS/Active	09-24-1987		
	PROP/Active	09-24-1987		
St. Paul Medical Liability Insurance Company	CAS/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-24-1998	12-11-2003	Vol. Surrender per Agent Rqst
St. Paul Mercury Insurance Company	AH/Active	09-24-1987		
	CAS/Inactive	09-24-1987	12-05-2009	Canceled
	PROP/Inactive	09-24-1987	12-05-2009	Canceled
St. Paul Protective Insurance Company	AH/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	CAS/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
	PROP/Inactive	11-04-1998	04-21-2003	Vol. Surrender per Agent Rqst
Standard Fire Insurance Company, The	AH/Active	07-29-1992		
	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
TIG Insurance Company	AH/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	CAS/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
	PROP/Inactive	09-08-1989	03-21-1997	Vol. Surrender per Agent Rqst
Transcontinental Insurance Company	AH/Inactive	04-22-1974	01-14-2008	Canceled
	CAS/Inactive	04-22-1974	01-14-2008	Canceled
	PROP/Inactive	04-22-1974	01-14-2008	Canceled
Transportation Insurance Company	AH/Inactive	04-22-1974	09-16-2008	Canceled
	CAS/Active	04-22-1974		
	PROP/Active	04-22-1974		
Travelers Casualty and Surety Company	AH/Active	07-29-1992		
	CAS/Inactive	07-29-1992	12-05-2009	Canceled
	PROP/Inactive	07-29-1992	12-05-2009	Canceled
Travelers Casualty and Surety Company of America	AH/Active	07-29-1992		
	CAS/Active	07-29-1992		
	PROP/Active	07-29-1992		
Travelers Casualty Company of Connecticut	CAS/Inactive	07-29-1992	11-20-2000	Vol. Surrender per Agent Rqst
	PROP/Inactive	07-29-1992	11-20-2000	Vol. Surrender per

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
THAT WILL BE ACCEPTED BY THE CITY OF MADISON
MADISON COLLEGE PROTECTIVE SERVICES BUILDING – 1701 PEARSON STREET
CONTRACT NO. 2284
PROJECT NO. 53B2284

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 Madison Area Technical College of Madison, Wisconsin, ("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 Developer has received conditional approval from the City for Conditional Use to construct the new Protective Services building located at 1701 Pearson Street, 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 and drainage system, water mains and 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.

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.

This Contract is subject to Section 66.0903 of the State Statutes regarding prevailing wage rates. By executing this Contract, the Developer agrees to ensure that its contractor and all subcontractors performing work under this Contract shall comply with the requirements of Section 66.0903. More specifically, the Developer shall ensure that the contractor and all subcontractors file certified payroll records with the Department of Workforce Development (DWD) on a monthly basis and in a format that meets the DWD reporting requirements. Certified payroll reports must be filed with DWD by the end of the first week following the month in which the work was conducted. If DWD finds a contractor has violated the prevailing wage law, DWD shall assess liquidated damages of 100% of the wages owed to employees.

The certified payroll reports may only be filed electronically. The method for fulfilling the statutory electronic filing requirements is found on the DWD website:

http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. This certified payroll reporting requirement is distinct and separate from any other independent reporting requirements of the City of Madison.

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.")

Nondiscrimination. 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 plan 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 Plan 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 and City Traffic 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 Developer further agrees 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 Developer 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 Developer's expense
 - b. Streets including sidewalks, bikepaths, pavement marking, signage and street plantings.
 - c. Street lighting.
 - d. 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 eighteen (18) months from the date of this agreement by the Developer.

J. Indemnification

During the term of this Agreement, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of either party to this agreement to waive the provisions of Wis. Stat. § 893.80 or any other applicable immunity, protections, or limitations of liability applicable to either party, which may be provided by law.

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 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 in accordance with the Madison Standard Typical Street Sections and Standard Detail Drawings of the Specifications.
- b. 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.
- c. The Developer shall obtain an Erosion Control and Stormwater Management Permit for the erosion and runoff control as required by Chapter 37, M.G.O. prior to the grading, utility installation or other land disturbance activity. A permit shall be obtained for each construction phase. The Developer shall adhere to conditions specified on the permit and grants the right-of-entry on the development to designated personnel of the City to inspect and monitor compliance with this Agreement.

Prior to acceptance, the Developer shall submit a post construction erosion control plan to the City. This plan shall address erosion control in the interim between the completion of the public works improvements specified in this contract and ultimate development. The Developer shall install those facilities and structures required by the post development erosion control plan.

- d. The Developer shall not disturb, grade, fill or store materials on public property or property required to be dedicated, unless specifically approved by the City's representative. The Developer shall clean up, topsoil, seed and mulch any public property, which is disturbed. The Developer shall grade, topsoil, seed and mulch all public frontage in accordance with the plan approved by the City Engineer. The Developer shall provide and install any erosion control measures required on public property or property to be dedicated due to the grading specified in this contract.

2. Storm Sewer and Public Drainage System:

- a. The Developer shall install a public drainage system including all storm sewer mains, mainline structures, inlets, lateral pipes, and ditching 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 Developer'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 Developer 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 Developer 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 Developer in accordance with the billing terms of this agreement. If the Developer 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:

- a. The Developer shall install Madison Standard Concrete, Curb and Gutter and other types of curb and gutter as specified.
- b. The Developer shall install Madison Standard Sidewalk with Madison Standard Crosswalks on all streets as specified.

4. Runoff Control Structures:

The Developer shall install the runoff control structures including related storm sewers required by the Erosion Control and Stormwater Management Permit and the plans and specifications approved by the City Engineer.

5. Section Corners:

All PLSS section and witness corners (including center of sections) situated within the subdivision, or within planned improvement areas for the development thereof, must be included in final survey data transmittal. Any PLSS section and/or witness corners, including center of sections, must be perpetuated by the Developer's contracted Professional Land Surveyor. In the event any PLSS section corner, including center of sections, are disturbed or destroyed as a result of any form of construction included in the private contract and private construction associated with this subdivision Development, the PLSS restoration must be completed by the Developer's contracted Professional Land Surveyor, at the sole cost of the Developer. New PLSS tie sheets must be filed by the contracted Professional Land Surveyor in accordance with Wisconsin Administrative Code AE-7.08.

6. Signs:

The Developer 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 Developer following the provisions in the Standard Specifications for Public Works Construction may install temporary street name signs.

7. Pavement Markings:

The Developer 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.

8. Street Lights:

The Developer shall pay all costs associated with the installation of street lighting, conduit 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 Developer shall install street lighting facilities per the City-prepared plans and specifications.

M. Fees Payable Prior to Construction

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. Developer to Reimburse the City for Costs Sustained

1. 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 cost of City employees' time engaged in the required public improvements based on the hourly rate paid to the employee multiplied by a factor determined by the respective Division/Department to represent the City's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.25.
 - 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 plus a restocking and/or handling fee not to exceed 29% of the cost of the materials.
 - d. All consultant fees associated with the project at the invoiced amount plus 10% for administration.
 - e. Damages to trees in accordance with the fee schedule outlined in section 107.14(i).
2. The Developer 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 Developer files a Development Agreement. At the conclusion of the project, the respective agencies shall bill the actual cost to the Developer. In the event that the actual cost is calculated to be less than the advanced amount, the difference shall be refunded to the Developer. In the event the advance is less than the actual amount, the Developer 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 \$49,000.00 (Make check payable to City of Madison).

City Traffic Engineering Division \$37,500.00 (Make check payable to City of Madison).

(Signing and marking estimate: \$6,700)
(Electrical and conduit: \$30,800)

- b. A deposit to secure inspection.

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

O. Surety

1. The Developer agrees to furnish the City with corporate bond, certified check, official check or irrevocable letter of credit in the amount of \$ 600,000.00 to secure performance of this contract.
2. Upon acceptance by the City Common Council of the improvements constructed as part of this agreement, the City agrees to reduce the surety to an amount equal to an estimate of the City Engineer to secure performance of the guarantee described in this agreement.
3. If the Developer provides a certified or official check to secure performance of this contract, the Developer agrees that the City may deposit the check in an interest bearing account and retain all interest accruing to such a deposit.

P. Developer's Designated Project Coordinator

The Developer hereby appoints John Feller, Findorff (444-9051), jfeller@findorff.com as the Project Coordinator, said individual who shall act as the Developer's representative during the Construction Phase of the installation of these improvements.

Q. Penalties

The Developer further agrees that failure to comply with the provisions of this agreement shall have the following results:

1. Forfeiture of all payments/deposits under Par. N, and
2. Extension of the guarantee in Par. K to two (2) years, and
3. The City holding the surety in Par. O until such time as the guarantee expires.

SECTION II - SUPPLEMENTAL CONDITIONS

- A. The Developer shall install public improvements including utility connections, storm sewer, sidewalk, bike paths, curb and gutter, new drives and terrace trees on Pearson Street, Hoffman Street, and Anderson Street to serve the project located at 1701 Pearson Street, in accordance with the plans approved by the City Engineer. All pavement patching shall adhere to the City's Pavement Patching Criteria.
- B. The Developer shall remove and replace sidewalk and curb and gutter which abuts the property which is damaged by the construction or any sidewalk and curb and gutter which the City Engineer determines needs to be replaced because it is not at a desirable grade regardless of whether the condition existed prior to the beginning of construction.
- C. The Developer shall construct the following street and utility improvements in accordance with the plans approved by the City Engineer and the City Traffic Engineer:
- a. Construct 10 ft wide path along the south side of Anderson Street from Wright Street to Pearson Street. The path may be constructed of concrete or asphalt, as approved by the City Engineer.
 - b. Construct 5 ft wide sidewalk along the east side of Pearson Street from Anderson Street to the north property line of 1701 Pearson Street.
 - c. Widen Anderson Street and install curb and gutter on the north and south sides from the end of the existing curb and gutter west of Hoffman Street through the Pearson Street intersection. Curb and gutter and new pavement shall be required west of Pearson Street to taper back to the existing roadway.
 - d. Widen Pearson Street and install curb and gutter on the east and west sides from Anderson Street northerly as required to provide turn lanes from Pearson to Anderson and to accommodate the proposed sidewalk along Pearson Street.
 - e. Modify the existing ditch on the east and west sides of Pearson Street to accommodate the street widening, proposed sidewalk, removal of the existing drive apron and installation of the new drive aprons.
 - f. Construct storm sewer along Anderson Street and Pearson Street to accommodate the widening of both streets.
 - g. Construct new driveway and new sidewalk connection on Hoffman Street. The Developer may take out a Commercial Drive permit for the installation of the drive on Hoffman Street. Any restoration work on Hoffman Street as necessary for the construction of this project shall be covered under this contract.
- D. The Developer shall be required to dedicate Permanent Limited Easements for sidewalk and pedestrian/bikepath purposes for the widened paths along the south side of Anderson. If the new 5ft wide sidewalk is to be constructed outside the right-of-way on Pearson Street the City shall work with the Developer for an approved alignment and a Permanent Limited Easement shall be dedicated along Pearson Street. Provide a sketch, legal descriptions and fee in the amount of \$500.00 to administer these easements. Include Real Estate Project Number 9691 on all transmittals.
- E. The Developer shall take out a Tree Removal Permit from Forestry prior to trimming or removing any City owned terrace trees, per Section. 23.21 of the Madison General Ordinance.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
THAT WILL BE ACCEPTED BY THE CITY OF MADISON
MADISON COLLEGE PROTECTIVE SERVICES BUILDING – 1701 PEARSON STREET
CONTRACT NO. 2281
PROJECT NO. 53B2281**

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

MADISON AREA TECHNICAL COLLEGE

BY: _____
(signature) Date

(print name and title of person signing)

BY: Roger Price 9/12/2011
(signature) Date

Roger Price
(print name and title of person signing)

CITY OF MADISON, WISCONSIN

APPROVED AS TO FORM:

BY: Michael P. May 9/26/11
Michael May, City Attorney Date

APPROVED:

BY: Eric T. Veum 9/23/11
Eric T. Veum, Risk Manager Date

BY: Paul R. Soglin 9-27-11
Paul R. Soglin, Mayor Date

BY: Maribeth Witzel-Behl for 9/19/11
Maribeth Witzel-Behl, City Clerk Date

COUNTERSIGNED:

BY: David Schmiedicke 9/23/11
David Schmiedicke, Finance Director Date

BOND FORM

STATE OF WISCONSIN
DANE COUNTY

BOND NUMBER: 105649925

KNOW ALL MEN BY THESE PRESENTS, that Madison Area Technical College, of Madison, Dane County, Wisconsin, as principals, and Travelers Casualty & Surety Co. of America Company as surety, are jointly and severally held and bound unto the City of Madison, Dane County, Wisconsin, in the penal sum of Six Hundred Thousand and 00/100 (\$600,000.00) Dollars, for payment which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns firmly by these presents.

The condition of this bond, is such that whereas, on the 12th day of September, 2011, principals herein made and entered into a certain contract with the City of Madison, for the installation of erosion and stormwater run-off control measures, grading of public and private land, construction of stormwater management storm sewer and ditching improvements, construction utility lateral connections, and construction of street, sidewalk and bikepath improvements improvements as required by City Ordinance by the terms, conditions, and provisions of which contract, principals herein agree to furnish all material and labor, and do certain work, to wit: That they will undertake the installation of erosion and stormwater run-off control measures, grading of public and private land, construction of stormwater management storm sewer and ditching improvements, construction utility lateral connections, and construction of street, sidewalk and bikepath improvements for the development known as Madison College Protective Services Building – 1701 Pearson Street, a development in the City of Madison, pursuant to an agreement entered into on the 12th day of September, 2011, Contract No. 2284, between the said principals herein and the City of Madison pursuant to the specified plans, and maps referred to in said agreement which is attached hereto and made a part hereof by reference as fully for all purposes as if it were herein set forth.

NOW, THEREFORE, if the principals herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract in all respects, and the provisions of Section 16.23 of the Madison General Ordinances, and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract and said City Ordinance upon the terms proposed therein, and within the time prescribed therein, and shall indemnify the City of Madison against any direct or indirect damages that shall be suffered or claimed, for injuries to persons or property during the construction of said improvement, and until one year after the same is accepted by the City of Madison Common Council and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

Witness our hands this 15th day of September, 2011.

In the presence of:

[Signature]

Madison Area Technical College
Principal

By: [Signature]
Roger W. Price
Sr. Vice President for Administration

By: _____

Travelers Casualty and Surety
Company of America (Seal)
Surety

[Signature]
Betsy Wright

By: [Signature]
Attorney-in-Fact John W. Walsh

Salaried
Employee

Commission
Employee

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 168955 for the year 2011, and appointed as attorney-in-fact with authority to execute this surety bond which power of attorney has not been revoked.

September 15, 2011
(Date)

[Signature]
(Agent) John W. Walsh

STATE OF WISCONSIN)
)SS
DANE COUNTY)

Personally came before me this 15th day of September, 2011, the above named Roger W. Price, to me known to be the person(s) who executed the foregoing Indenture and acknowledged the same.

[Signature]
Notary Public, Dane County, Wisconsin

My Commission expires: May 13, 2012

Approved as to form:

[Signature]
City Attorney



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. 223953

Certificate No. 004491820

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, 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 24th day of August, 2011

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 24th day of August, 2011, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

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, Kevin E. Hughes, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of September, 20 11.


Kevin E. Hughes, 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.