

Contract Routing Form

ROUTING: Routine

printed on: 09/22/2014

Contract between: MREC VH Grandview Commons LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Phase 1 of North Addition to Grandview Commons - Amending Ap
proving plans, specs for public improvements

Contract No.: 2394
Enactment No.: RES-14-00703
Dollar Amount: ~~0.00~~ 25,000.00 KSV

File No.: 35319
Enactment Date: 09/17/2014

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	9-23-14	9-23-2014
Director of Civil Rights	9-24-14	9/25/14 MDD
Risk Manager	9-25-14	9/26/14 KSV
Finance Director	9-26-14 KSV	9-26-14
City Attorney 1262	9-26-14	10-03-14
Mayor	10-3-14	10/7/14

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

Original + 01 Copies

PO# 81532394

9/26/14 KSV

09/22/2014 10:45:28 enjls - Janet Schmidt, 261-9688

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: \$25,000.00
AA Plan: Approved (Veridian)
Amendment / Addendum # 1
Type: POS / Dvlp / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agmt

**Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search***

Thursday, October 2, 2014

SMITH, BROOK THOMAS
LOUISVILLE KY

Year of Birth: 1967
Status: Active
License Number: 2365017
NPN**: 546897
Effective Date: 04-30-1998
Expiration Date: 01-31-2016
License Type: Non-Resident Intermediary Indv
CE Compliance: N/A

Lines of Authority

Line of Authority	Residency	Effective Date	Status
Property	Non-Resident	04-17-2014	Active
Casualty	Non-Resident	04-30-1998	Active

Appointments and Terminations

Company Name	Qualification Type/Status	Effective Date	Termination Date	Termination Reason
Allied World Insurance Company	CAS/Active	01-10-2014		
	SUR/Active	01-10-2014		
Atlantic Specialty Insurance Company	CAS/Active	05-01-2013		
Bond Safeguard Insurance Company	CAS/Active	01-17-2007		
Colonial American Casualty and Surety Company	CAS/Active	03-24-2010		
Darwin National Assurance Company	CAS/Active	01-10-2014		
	SUR/Active	01-10-2014		
Fidelity and Deposit Company of Maryland	CAS/Active	03-24-2010		
Frontier Insurance Company	CAS/Inactive	08-27-2001	06-25-2003	Canceled
Gulf Insurance Company	CAS/Inactive	08-24-2001	06-30-2005	Inadequate Production
Lexon Insurance Company	CAS/Active	07-09-2003		
Western Surety Company	CAS/Active	01-29-2003		

Zurich American Insurance Company	CAS/Active	03-24-2010
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* Photocopies of this report provided to an insurer should be confirmed on-line for accuracy.

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



City of Madison

City of Madison
Madison, WI 53703
www.cityofmadison.com

Legislation Details (With Text)

File #: 35319 **Version:** 1 **Name:** Amending Approving plans and specifications for public improvements required to serve Phase 1 of the Subdivision known as North Addition to Grandview Commons and authorizing construction to be undertaken by the Developer, Private Contract No. 2394.

Type: Resolution **Status:** Passed

File created: 8/25/2014 **In control:** BOARD OF PUBLIC WORKS

On agenda: 9/16/2014 **Final action:** 9/16/2014

Enactment date: 9/17/2014 **Enactment #:** RES-14-00703

Title: Amending Approving plans and specifications for public improvements required to serve Phase 1 of the Subdivision known as North Addition to Grandview Commons and authorizing construction to be undertaken by the Developer, Private Contract No. 2394. (3rd AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/16/2014	1	COMMON COUNCIL		
9/3/2014	1	BOARD OF PUBLIC WORKS		
8/26/2014	1	Engineering Division	Refer	

Est. cost not to exceed \$25,000

Funds available in Acct. No. CS53-58250-810354-00-53B2394

Amending Approving plans and specifications for public improvements required to serve Phase 1 of the Subdivision known as North Addition to Grandview Commons and authorizing construction to be undertaken by the Developer, Private Contract No. 2394. (3rd AD)

WHEREAS, the developer, MREC VH Grandview Commons, LLC, has received the City of Madison's approval to create the subdivision known as North Addition to Grandview Commons; and,

WHEREAS, on June 17, 2014, the developer received approval for a Contract For the Construction of Public Improvements That Will be Accepted by the City of Madison For North Addition to Grandview Commons - Phase 1, per Resolution RES-14-00487, File No. 34307; and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances requires the developer to install the public improvements necessary to serve the subdivision; and,

WHEREAS, Section 16.23(9) of the Madison General Ordinances allows the developer to install the improvements in construction phases provided that a Declaration of Conditions, Covenants, and Restrictions is executed for those lots included in future construction phases until such time as surety is provided to the City to guarantee the installation of the public improvements to serve said lots; and,

WHEREAS, the developer proposes to provide public improvements to serve Lots 760-764, 769-788, 791-792,

SJR

798-802, 897-901 and Outlot 46 as Phase 1; and,

WHEREAS, the amendment to the approved resolution is correcting a typographical error in the Private Contract Number and Fiscal Note.

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 North Addition to Grandview Commons, Phase 1, with MREC VH Grandview Commons, LLC and a Release of the Declaration of Conditions, Covenants, and Restrictions on the lots for which public improvements are to be provided.
2. That the plans and specifications for the public improvements necessary to serve this phase of the subdivision 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: Reimbursement not to exceed the statutory limit for the cost of street improvements that benefit the City and abut lands owned by the City, in accordance with Section 16.23(9)(d)(6)(d).
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.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
THAT WILL BE ACCEPTED BY THE CITY OF MADISON
NORTH ADDITION TO GRANDVIEW COMMONS- PHASE 1
CONTRACT NO. 2394
PROJECT NO. 53B2394**

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 MREC VH Grandview Commons, LLC, of Madison, Wisconsin, ("Developer" or "Contractor"), 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 approval from the City for a subdivision known as North Addition to Grandview Commons, 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 proposes to complete the installation of the required public improvements to serve 760-764, 769-788, 791-792, 798-802, 897-901, OL 46, hereinafter "Construction Phase 1". Subsequent construction phases will be defined in scope by future *Contracts For The Construction Of Public Improvements To Be Accepted By The City*.

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. Pregualification 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 66.0903, Wisconsin State Statutes (Prevailing Wage Rate). For the current Prevailing Wage Rate please go to:
<http://www.cityofmadison.com/business/pw/forms.cfm>

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 furnish certified payroll records to the Department of Workforce Development (DWD) and/or the City of Madison if requested to do so. If DWD finds a contractor has violated the prevailing wage law, DWD shall assess liquidated damages of 100% of the wages owed to employees.

B. Nondiscrimination and Affirmative Action

(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.")

1. Nondiscrimination.

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, 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, sexual orientation, gender identity or national origin.

2. The following section applies to all contractors employing fifteen (15) or more employees: (MGO 39.02(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within

one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

3. Articles of Agreement for Affirmative Action, Release of Payment:

The "ARTICLES OF AGREEMENT" below shall apply to this Agreement.

RELEASE OF PAYMENT: (MGO 39.02(9)(e)1.b.) (Applies only to agreements that include payment to the contractor by the City.) All contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below, prior to release of payment.

ARTICLES OF AGREEMENT

Article I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

Article II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

Article III

The contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

Article IV

(This article applies only to non-public works contracts).

The contractor agrees that it will comply with all provisions of the Affirmative Action

Ordinance of the City of Madison including the contract compliance requirements. The contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

☒ A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison Ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.

☐ B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

Article V

(This article applies only to public works contracts).

The contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City, including the contract compliance requirements. The contractor agrees to submit the model affirmative action plan for public works contractors in a form approved by the Director of Affirmative Action.

Article VI

The contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

Article VII

In the event of the contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action Provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

1. Cancel, terminate or suspend this contract in whole or in part.
2. Declare the contractor ineligible for further City contracts until the Affirmative Action requirements are met.
3. Recover on behalf of the City from the prime contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime contractor from recovering the amount of such damage from the noncomplying subcontractor.

Article VIII

The contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance. (This article applies to public works contracts only).

Article IX

The contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE and WBE" shall be substituted for the term "small business" in this article).

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 Water Utility Manager'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. Sanitary sewer and sanitary sewer laterals. Acceptance of the work requires televising of all sewer mains at the Developer's expense.
 - b. Water main and laterals.
 - c. Storm sewer and storm water management facilities. Acceptance of the work requires televising of all sewer mains at the Developer's expense
 - d. Streets including sidewalks, pavement marking, signage and street plantings.
 - e. Street lighting.

- f. Other items of work within the Public Right of Way.
- 4. That the water main is tested and a bacteriologically safe sample is obtained by testing at the local health department. The Water Utility will flush the main and obtain the samples required for this testing.

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 and Insurance

To the fullest extent permitted by law, the Developer shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees, and consultants from and against all suits, claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease, death, personal injury, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and, (b) is caused in whole or in part by any negligent act or omission of the Developer, its Contractor, their agents, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by law regardless of the negligence of any such party.

In any and all claims against the City, its officials, officers, agents, employees or consultants, by any employee of the Developer, its Contractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or other person or organization under workers' compensation, disability benefit, or other employee benefit acts, statutes or laws.

The obligations of the Developer under this paragraph J. shall not extend to the liability of the City's consultants or consultants' agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, and designs or specifications.

The Developer shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Developer's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Such insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Developer shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Developer shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Developer shall provide renewal certificate(s) to the City for approval.

Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Developer shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Developer and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

The Developer shall require all Contractors engaged in the construction of this project to maintain the insurance 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 prior to the commencement of any work under this contract.

K. Weapons Prohibition

The Developer shall prohibit, and shall require its contractors or subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

L. 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*.

M. 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 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, said grading shall include the grading of the terraces to a sidewalk grade established by the City Engineer and in accordance with the Madison Standard Typical Street Sections and Standard Detail Drawings of the Specifications.

- b. The Developer shall grade the terrace of those existing streets which abut the plat to a sidewalk grade or grades established by the City Engineer, and grade a ditch abutting said lots for temporary drainage.
- c. The Developer shall grade vision clearance triangles on corner lots to a maximum height of two (2) feet above the proposed curb elevation within the triangular space formed by two intersecting street lines or their projections and a line adjoining said points on said street lines located a minimum of twenty-five (25) feet from such street intersections. No structures, screenings, plantings, or embankments of any kind are allowed within this triangular area if they violate Section 27.05(2)(bb), MGO.
- d. The Developer shall furnish, install barricades, signs and other traffic control devices as specified by the City Traffic Engineer at all street ends.
- e. 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.
- f. 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.

- g. 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 or dedicated frontage at a 4:1 slope to meet existing grade, unless it is specified otherwise or permitted by the City's representative. 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. Sanitary Sewer Facilities:

- a. The Developer shall install sanitary sewer mains, sanitary sewer access structures and laterals to serve all lots within the development. No construction shall commence until plans and specifications have been approved by the Madison Metropolitan Sewerage District and the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement.
- 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 sanitary sewer lateral. The 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.

- c. For all public sanitary sewer that is installed beyond the street construction limits of this development phase, the Developer shall be required to construct an interim crushed stone access road of sufficient width and depth to accommodate sewer cleaning, maintenance, and televising equipment, as required by the City Engineer. These requirements may also include a 'locked' barricade installation that allows entry by authorized sewer equipment and personnel. All costs associated with these interim improvements are the responsibility of the Developer.

3. 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, greenways, culverts, and detention/retention basins 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.
- c. The detention/retention basin(s) shall be over-excavated and constructed to serve as an interim sediment trap. The volume of over excavation shall be calculated to collect the anticipated sediment from the plat over a minimum period of 2-years. In general, this over-excavation will be two (2) feet minimum. In the case of a retention basin, the minimum standard depth shall be seven (7) feet as measured from the normal water level. This will result in an initial depth of nine (9) feet.

This construction and all other erosion control measures shall be installed prior to any other plat grading or utility construction. An inspection and approval by the City Engineer must be obtained prior to start of other plat improvements.

- d. Upon completion of improvements, the detention/retention basin, greenways, infiltration basins or other related storm water management feature shall be reconstructed to the original approved design prior to acceptance by the City. Prior to beginning this reconstruction the Developer shall provide an as-built to the City Engineer such that the extent of the work to be completed can be determined. This as-built shall consist of cross sections including the "safety bench" and slopes of the banks, both above and below the water surface. Additionally, sufficient random shots shall be taken on the floor of the basin to determine how much (if any) dredging shall be required. The as-built submittal must be sealed by a Professional Land Surveyor or a Professional Engineer. The other components of the stormwater system may be accepted independently of the detention / retention basin greenways, infiltration basins or other related storm water management feature. Final acceptance areas seeded with Prairie mix, shall be delayed a minimum of (1) year to ensure proper seeding and stabilization has been achieved.
- e. Prior to the issuance of building permits, the Developer shall submit a master storm water drainage plan to the City Engineering Division for review and approval, in accordance with the conditions of Plat approval.

The master storm water drainage plan shall be submitted to City Engineering in digital format. The digital plan shall contain, at a minimum, lot corner elevations on an overlay of the recorded plat map of the development. Other information, as needed, such as contours and cross sections may be provided in either digital or hard copy. The digital record shall be provided using the state plane coordinate system - NAD 27.

No building permits shall be issued prior to City Engineering's approval of this plan.

- f. If the Developer chooses to have the detention/retention basin and/or greenway designed by his/her engineer, the Developer shall have those plans approved and provided to City Engineering a minimum of one week before the issuance date agreed to in the contract schedule. The plans shall be sealed by a Professional Engineer and shall be on 11" x 17" sheets. Further, the plans shall be of sufficient detail to allow construction of the basin/greenway and shall include all seeding specifications (as approved by City Engineering), detail drawings and contour maps/cross sections of the basin/greenway. Plans shall not be issued until these sheets are provided and approved by City Engineering.

4. Water Mains and Water Service Laterals:

- a. The Developer shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the development and as required by the plans and specifications prepared by the Water Utility and approved by the State of Wisconsin Department of Natural Resources, in addition to the other approvals required by this Agreement. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All water service laterals three (3) inches and larger shall be completed with a controlling valve box. All materials used shall conform to *City of Madison Standard Specifications For Public Works Construction*. The City Water Utility will furnish all pipes and fittings over ten (10) inches in diameter and the Developer will furnish all other required materials.

- b. Prior to acceptance of the water main by the City, the Developer shall grant to the City a public water main easement as shown on the approved water main plan, if required. The easement shall include, but not be limited to, the right of ingress and egress thereon and the right to excavate, operate, repair, replace, or maintain the City water system, including the water main, and to perform all work incidental thereto. In addition, the Developer shall also provide the City with a legal description and sketch of this public water main easement. No buildings or structures of any kind shall be built over said public water main easement without the written permission of the Madison Water Utility. The water main easement shall be graded to final grade prior to installation of the water main. After installation of the water main, there shall be no grade change in excess of one foot without written permission from the Madison Water Utility.

5. Streets and Sidewalks:

- a. The Developer shall install Madison Standard Concrete Curb and Gutter and other types of curb and gutter as specified, Madison Standard Sidewalk with Madison Standard Crosswalks, and the specified Standard Pavement on all streets within the development.
- b. The Developer shall install Madison Standard Sidewalk with Madison Standard Crosswalks on all streets abutting the development (on the one side of the street abutting the development).
- c. The Developer shall comply with all provisions as outlined in Section 107 of the City of Madison Standards for Public Works Construction. The Developer or his agent shall contact City Forestry to review the trees prior to any trimming or removal. Prior to the closure of this contract City Forestry shall do a final inspection of the trees. A Tree Removal Permit shall be issued by City Forestry prior to removal of any City owned trees.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

N. Fees Payable Prior to Construction

The Developer agrees 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.
2. An amount determined by the City Water Utility to reflect the cost to the Water Utility of furnishing water mains and fittings whose diameter is in excess of ten (10) inches. Said amount shall be based upon the cost of furnishing ten (10) inch diameter pipe and fittings, irrespective of the size of the pipe actually furnished by the Water Utility, it being the intent of the Water Utility to pay the difference in cost between ten (10) inch diameter pipe and the pipe and fittings actually furnished.

O. Developer to Reimburse the City for Costs Sustained

1. The Developer shall reimburse the City for its actual cost of design, inspection, testing, construction, erosion control review and inspection, 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).

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 \$76,400.00 (Make check payable to City of Madison).

Madison Water Utility \$53,800.00 (Make check payable to Madison Water Utility).

City Traffic Engineering Division \$37,000.00 (Make check payable to City of Madison).

(\$33,000.00 lighting and electrical)
(\$4,000.00 signing and marking)

Charges for services performed for the construction of improvements in subsequent construction phases shall be on the basis of charges for such services in effect at the time of construction of said Subsequent Construction Phases, the estimated cost being deposited with the participating City Divisions/Departments prior to construction.

P. 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 \$1,573,000.00 to secure performance of this contract.
2. The Developer agrees that prior to any land surface disturbances or construction commencing within the development associated with subsequent construction phases, that *A Contract For The Construction Of Public Improvements To Be Accepted By The City* will be executed by the Developer and the City, and the Developer will furnish the City with a corporate bond, certified check, official check or irrevocable letter of credit in the amount of the estimate of the City Engineer, sufficient to secure performance of said contract.
3. 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.
4. 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.

Q. Developer's Designated Project Coordinator

The Developer hereby appoints Daniel Day, D'Onofrio Kottke and Associates, 608-833-7530 or dday@donofrio.cc as the Project Coordinator, said individual who shall act as the Developer's representative during the Construction Phase of the installation of these improvements.

R. 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. O, and
2. Extension of the guarantee in Par. L to two (2) years, and
3. The City holding the surety in Par. P until such time as the guarantee expires.

SECTION II - SUPPLEMENTAL CONDITIONS

- A. The Developer shall construct public sanitary sewer main and laterals, water main and service laterals, storm sewer and drainage system to serve The North Addition to Grandview Commons – Phase 1.
- B. The Developer shall construct Madison Standard street improvements, including sidewalk on both sides, on the following streets:
- Jackson Quarry Lane from the east plat limits to Milky Way
 - Milky Way from Milwaukee Street to the south line of Lot 901
 - Driscoll Drive from Milky Way to the east line of Lot 764
 - Alton Drive from Driscoll Drive to the south line of Lot 792
 - Ragan Street from Milky Way to the east line of Lot 791
- C. The Developer shall construct Madison Standard alley improvements on the following alleys:
- Outlot 39 from Driscoll Drive to Ragan Street.
- D. The Developer shall construct a temporary turn around at the end of Jackson Quarry Lane in accordance with the plans approved by the City Engineer.
- E. The Developer shall construct stormwater management facilities within Outlot 40.
- F. The Developer shall construct out of phase sanitary sewer from Aries Way to serve this phase of construction. A crushed stone maintenance road shall be constructed in accordance with the plans approved by the City Engineer.
- G. The Developer shall construct out of phase water main to serve this phase of construction.
- H. The Developer shall construct median improvements on Milky Way at Milwaukee Street.
- I. The City and the Developer have agreed to a cost sharing agreement for street construction responsibilities required to serve the plat, as follows, which will offset all future improvements as necessitated by the plat requirements for the entire frontage along Milwaukee Street (including Lots 765-768) and also offsets the City's responsibility for the street improvements along the park frontage on Milky Way and Jackson Quarry Lane adjacent to Outlot 46 :
- a. Developer's responsibility:
 - i. Grading including cut and fill and placement of select fill to the proposed subgrade
 - ii. Curb and gutter, in accordance with the plans approved by the City Engineer
 - iii. Sidewalk adjacent to the entire frontage of the plat
 - iv. Bus boarding pads on the north side and south side of Milwaukee Street
 - v. Pedestrian islands and cross walks at Milky Way
 - vi. All ingress and egress and intersection improvements on Milwaukee Street at Milky Way.
 - vii. Ditching and shoulder improvements including all culverts and storm sewer necessary
 - viii. Signing and marking as required by the City Traffic Engineer
 - ix. Lighting as required by the City Traffic Engineer
 - x. Binder pavement and surface pavement within the limits of the Milwaukee Street right-of-way in accordance with the plans approved by the City Engineer
 - b. City's responsibility:
 - i. Surface pavement on all interior streets segments within the limits of Phase 1 of the plat.

- J. The Developer may be required to enter into a maintenance agreement for the median improvements on Milky Way that are being proposed.
- K. The Developer shall release the existing grading easement with in the Park lands on Outlot 43. Coordinate the necessary easement release with the Office of Real Estate Services.
- L. Upon receipt of this contract, fully executed by the Developer, together with the required surety and deposits, the City Engineer will draft and record a Release of the Declaration of Conditions, Covenants that restrict the sale or transfer of Lots 760-764, 769-788, 791-792, 798-802, 897-901, OL 46, The North Addition to Grandview Commons.
- M. This plat is subject to Impact Fees that are due and payable at the time of application for building permits. Building permit holds shall be placed on all lots with outstanding fees. The Developer shall execute a Declaration of Conditions, Covenants and Restrictions for recording at the Dane County Register of Deeds along with an Impact Fee Schedule.
- N. The Developer shall execute a waiver of hearing and notice for assessments for public infrastructure related to this contract. Upon successful completion and close out of this contract the waiver shall be considered null and void. In the case the Developer is unable or unwilling to install the improvements as required the City shall then hire a contractor for the installation of the public infrastructure and assess all lots covered under this contract for said improvements.

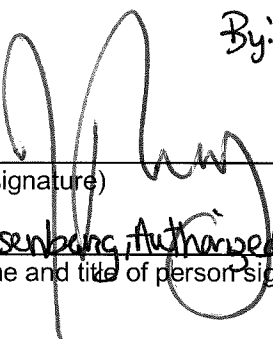
CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
THAT WILL BE ACCEPTED BY THE CITY OF MADISON
NORTH ADDITION TO GRANDVIEW COMMONS- PHASE 1
CONTRACT NO. 2394
PROJECT NO. 53B2394

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

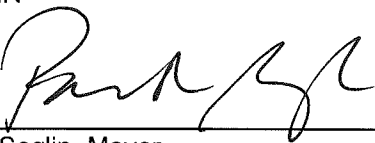
MREC VH GRANDVIEW COMMONS, LLC

BY: _____
(signature) Date

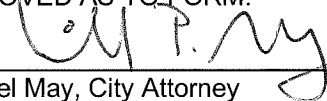
(print name and title of person signing)

BY:  _____
(signature) Date
By: Vt Grandview North, LLC
member & Project manager
Jeff Rosenberg, Authorized Officer & Signatory
(print name and title of person signing)

CITY OF MADISON, WISCONSIN

BY:  _____
Paul R. Soglin, Mayor Date 10/7/14

APPROVED AS TO FORM:

BY:  _____
Michael May, City Attorney Date 10/3/14

BY:  _____
Maribeth Witzel-Behl, City Clerk Date 9-23-14

APPROVED:

BY:  _____
Eric T. Veum, Risk Manager Date 9/26/14

COUNTERSIGNED:

BY:  _____
David Schmiedicke, Finance Director Date 9/26/14

BOND FORM

STATE OF WISCONSIN
DANE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that MREC VH Grandview Commons, LLC, of Madison, Dane County, Wisconsin, as principals, and Lexon Insurance Company Company as surety, are jointly and severally held and bound unto the City of Madison, Dane County, Wisconsin, in the penal sum of One Million Five Hundred Seventy Three Thousand and 00/100 (\$1,573,000.00) 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 August, 2014, principals herein made and entered into a certain contract with the City of Madison, to install sanitary sewer facilities, water mains and water service laterals, erosion and stormwater run-off control measures, grade public and private land, and install street 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 construction of sanitary sewer facilities, water mains and water service laterals, erosion and stormwater run-off control measures, grading of public and private lands, and construction of street improvements at North Addition to Grandview Commons – Phase 1, a development in the City of Madison, pursuant to an agreement entered into on the 12th day of August, 2014, Contract No. 2394, 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 12th day of August, 2014.

In the presence of:

Matthew J. Gidycz
Director of Operations

MREC VH Grandview Commons, LLC

Principal

By: VH Grandview North, LLC
member & Project Manager

By:

David Simon, Authorized Officer & Signatory

By: _____

Lexon Insurance Company

(Seal)

Surety

By:

Brook T. Smith Attorney-in-Fact

☒ Salaried
Employee

☐ Commission
Employee

This certifies that I have been duly licensed as an agent for the above company in Wisconsin under License No. 2365017 for the year 2014, and appointed as attorney-in-fact with authority to execute this surety bond which power of attorney has not been revoked.

August 12, 2014

(Date)

Brook T. Smith

(Agent)

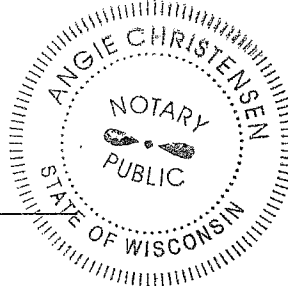
STATE OF WISCONSIN)

)SS

DANE COUNTY)

Personally came before me this 12 day of August, 2014, the above named David Simon, to me known to be the person(s) who executed the foregoing Indenture and acknowledged the same.

Angie Christensen
Notary Public, Dane County, Wisconsin



My Commission expires: 5-1-16

Approved as to form:

[Signature]
City Attorney



State of Wisconsin

OFFICE OF THE COMMISSIONER OF INSURANCE
AGENT LICENSING SECTION
P.O. BOX 7872
MADISON, WISCONSIN 53707-7872

Licensee must notify OCI of any change of name or address within 30 days of the change. Regulation fees and continuing education (if required) are due by the expiration date identified.

BROOK THOMAS SMITH
19 POPLAR HILL RD
LOUISVILLE, KY 40207

Wisconsin Insurance License

BROOK THOMAS SMITH

License Number: 2365017 NPN: 546897

is licensed to transact insurance business in the state of Wisconsin subject to applicable laws and regulations.

Licensed as/Qualified for

Non-Resident Intermediary Indv
Casualty

Effective Date

04-30-1998
04-30-1998

Expiration Date

01-31-2016

Document printed on-line. To verify license status or appointments, go to OCI Website at oci.wi.gov.

Office of the Commissioner of Insurance

Agent Licensing Section
P.O. Box 7872
Madison, Wisconsin 53707-7872
Telephone: (608) 266-8699 Web site: oci.wi.gov
E-mail: ociagentlicensing@wisconsin.gov

Wisconsin Insurance License

BROOK THOMAS SMITH

License Number: 2365017 NPN: 546897

19 POPLAR HILL RD
LOUISVILLE, KY 40207

Licensed as/Qualified for

Non-Resident Intermediary Indv
Casualty

Effective Date

04-30-1998
04-30-1998

Expiration Date

01-31-2016

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Dawson West, Bonnie J. Wortham its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 12th Day of August, 20 14.



BY
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."