

Contract Routing Form

ROUTING: Routine

printed on: 01/09/2015

Contract between: R & R Madison Properties LLC
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: 7243 Manufacturers Drive

Contract No.: 7243
Enactment No.: RES-14-00896
Dollar Amount: 0.00

File No.: 36169
Enactment Date: 12/03/2014

No City Funds Required KLSV

(Please DATE before routing)

| Signatures Required | Date Received | Date Signed |
|--|---------------|---------------------|
| City Clerk | 1-9-15 | 1-9-15 |
| Director of Civil Rights | 1-9-15 | 1/15/15 <i>add.</i> |
| Risk Manager <i>COI verified 1-20-15</i> | 1-16-15 | 1/20/15 KRB |
| Finance Director | 1-21-15 KLSV | 1-21-15 |
| City Attorney <i>47</i> | 1-21-15 | 2-18-15 |
| Mayor | 2-20-15 | 2-20-15 |
| | 2-23-15 | |

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

Original + 1 Copies

01/09/2015 08:17:28 enjls - Janet Schmidt, 261-9688

Dis Rights: OK / ~~N/A~~ / Problem - Hold
Prev Wage: AA / Agency / ~~No~~
Contract Value: *see above*
AA Plan: *30 DAYS*
Amendment / Addendum # *—*
Type: POS / ~~DVLP~~ / Sbdv / Gov't /
Grant / PW / Goal / Loan / Agrmt

S012



City of Madison

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

Legislation Details (With Text)

File #: 36169 **Version:** 1 **Name:** Approving plans and specifications for public improvements necessary for the project known as 7243 Manufacturers Drive and authorizing construction to be undertaken by the Developer, Private Contract No. 2408

Type: Resolution **Status:** Passed

File created: 11/11/2014 **In control:** BOARD OF PUBLIC WORKS

On agenda: 12/2/2014 **Final action:** 12/2/2014

Enactment date: 12/3/2014 **Enactment #:** RES-14-00896

Title: Approving plans and specifications for public improvements necessary for the project known as 7243 Manufacturers Drive and authorizing construction to be undertaken by the Developer, Private Contract No. 2408. (17th AD)

Sponsors: BOARD OF PUBLIC WORKS

Indexes:

Code sections:

Attachments: 1. Prelim Utility 9-16-14.pdf

| Date | Ver. | Action By | Action | Result |
|------------|------|-----------------------|--|--------|
| 12/2/2014 | 1 | COMMON COUNCIL | Adopt Under Suspension of Rules 2.04, 2.05, 2.24, and 2.25 | Pass |
| 11/19/2014 | 1 | BOARD OF PUBLIC WORKS | RECOMMEND TO COUNCIL TO ADOPT UNDER SUSPENSION OF RULES 2.04, 2.05, 2.24, & 2.25 - REPORT OF OFFICER | Pass |
| 11/11/2014 | 1 | Engineering Division | Refer | |

***Private Contract, No City Funds Required.**

Approving plans and specifications for public improvements necessary for the project known as 7243 Manufacturers Drive and authorizing construction to be undertaken by the Developer, Private Contract No. 2408. (17th AD)

WHEREAS, the developer, R & R Madison Properties, LLC is requesting Permitted Use approval for construction of a new truck sales and service building located at 7243 Manufacturers Drive.

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 7243 Manufacturers Drive with R & R Madison Properties, LLC.
2. That the plans and specifications for the public improvements necessary to serve the development are hereby approved.
3. That the developer is authorized to construct the public improvements in accordance with the terms of

the Contract For the Construction of Public Improvements that will be accepted by the City of Madison at the sole cost of the developer, except as follows: NONE

4. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.
5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.

the Contract For the Construction of Public Improvements that will be accepted by the City of Madison at the sole cost of the developer, except as follows: NONE

4. That the Mayor and City Clerk are hereby authorized to sign and grant easements or right-of-way release or procurement documents, maintenance agreements or encroachment agreements, as necessary and grant or accept dedication of lands and/or easements from/to the Developer/Owner for public improvements located outside of existing public fee title or easement right-of-ways.
5. The Common Council is approved to accept ownership of the improvements in the Maintenance Area if a maintenance agreement is executed and recorded as a condition of this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER R & R Insurance Services, Inc. 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186 | CONTACT NAME: Kerry Alaimo PHONE (A/C No. Ext): (262) 953-7188 FAX (A/C No.): (262) 953-1351 E-MAIL ADDRESS: Kerry.Alaimo@rrins.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---------------------------------------|-------|---|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED R&R Madison Properties LLC 11000 W Silver Spring Rd PO Box 250827 Milwaukee WI 53225-3100 | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Motorists Commercial Mutual</td><td>13331</td></tr><tr><td>INSURER B All Risks Ltd-Indian Harbor Ins</td><td>36940</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Motorists Commercial Mutual | 13331 | INSURER B All Risks Ltd-Indian Harbor Ins | 36940 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A Motorists Commercial Mutual | 13331 | | | | | | | | | | | | | | |
| INSURER B All Risks Ltd-Indian Harbor Ins | 36940 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 14/15 Liability Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|--|-------------------------|-------------------------|---|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Vacant land only GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | 2362453 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| | A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Garage Liability <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | 2362453 - WI 2362454 - IL | 10/1/2014 10/1/2014 | 10/1/2015 10/1/2015 | Auto Only COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Other Than Auto Only/\$1,000,000 Each/Agg \$ 3,000,000 | |
| | | A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | 2362457 | 10/1/2014 | 10/1/2015 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Garage Dealers Physical Damage Coverage | | ARA7707611 00 \$12,250,000 | 10/1/2014 Blanket | 10/1/2015 Limit | Comprehensive Ded \$5,000 / \$15,000 Collision Deductible \$2,500 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Madison is an Additional Insured on the General Liability portion of the policy per form 511-9685 when required by written contract.

INS. O.K.

1-20-15 mcl SPOS

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| City of Madison ATTN: Risk Management, Room 406 210 Martin Luther King Jr Blvd Madison, WI 53703 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Mike Obertin/KA510 |

Additional Named Insureds

Other Named Insureds

| | |
|-----------------------------------|---|
| Lakeside International Trucks Inc | Corporation, Additional Named Insured |
| Transport Capital LLC | Limited Liability Company, Additional Named Insured |
| R & R Madison Properties LLC | Limited Liability Company, Additional Named Insured |

Wisconsin Office of the Commissioner of Insurance
Licensed Producer Search

Tuesday, February 17, 2015

WEIDNER, KATHRYN A
HORICON WI

License Status: Active
License No: 2163632
NPN No: 6497333
Effective Date: 04-04-1990
Expiration Date: 11-30-2015
License Type: Resident Intermediary Indv

Lines of Authority

| Line of Authority | Residency | Effective Date | Status |
|-------------------|-----------|----------------|----------|
| Casualty | Resident | 07-29-1999 | Active |
| Property | Resident | 07-29-1999 | Active |
| Accident & Health | Resident | 04-16-1992 | Inactive |
| | Resident | 04-04-1990 | Active |
| Life | Resident | 04-16-1992 | Inactive |
| | Resident | 04-04-1990 | Active |

Appointments and Terminations

| Company Name | Qualification Type/Status | Effective Date | Termination Date | Termination Reason |
|--|---------------------------|----------------|------------------|-----------------------|
| ACUITY, A Mutual Insurance Company | CAS/Active | 10-24-2000 | | |
| | PROP/Active | 10-24-2000 | | |
| Allegheny Casualty Company | CAS/Active | 08-22-2008 | | |
| American Casualty Company of Reading, Pennsylvania | CAS/Active | 05-03-2000 | | |
| | PROP/Active | 05-03-2000 | | |
| American Contractors Indemnity Company | CAS/Active | 07-17-2007 | | |
| American Fire and Casualty Company | CAS/Active | 04-06-2011 | | |
| | PROP/Active | 04-06-2011 | | |
| American Select Insurance Company | CAS/Active | 04-03-2014 | | |
| | PROP/Active | 04-03-2014 | | |
| American States Insurance Company | CAS/Active | 09-27-2008 | | |
| | PROP/Active | 09-27-2008 | | |
| Berkley Regional Insurance Company | CAS/Active | 11-13-2006 | | |
| | PROP/Active | 11-13-2006 | | |
| Capitol Indemnity Corporation | CAS/Inactive | 04-11-2000 | 10-11-2005 | Inadequate Production |
| | PROP/Inactive | 04-11-2000 | 10-11-2005 | Inadequate Production |
| Colonial American Casualty and Surety | CAS/Active | 02-07-2000 | | |
| | PROP/Active | 02-07-2000 | | |

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|---|---------------|------------|------------|-------------------------------|
| Company | | | | |
| Consolidated Insurance Company | CAS/Active | 03-10-2006 | | |
| | CAS/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| | PROP/Active | 03-10-2006 | | |
| | PROP/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| Continental Casualty Company | CAS/Active | 05-03-2000 | | |
| | PROP/Active | 05-03-2000 | | |
| Continental Insurance Company, The | CAS/Active | 02-24-2006 | | |
| | PROP/Active | 02-24-2006 | | |
| Developers Surety and Indemnity Company | CAS/Active | 03-07-2008 | | |
| | PROP/Active | 03-07-2008 | | |
| Emcasco Insurance Company | CAS/Inactive | 04-04-2001 | 11-19-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 04-04-2001 | 11-19-2009 | Vol. Surrender per Agent Rqst |
| Employers Assurance Company | CAS/Inactive | 08-25-2000 | 04-27-2002 | Canceled |
| | PROP/Inactive | 08-25-2000 | 09-17-2012 | Canceled |
| Employers Mutual Casualty Company | CAS/Inactive | 04-04-2001 | 11-19-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 04-04-2001 | 11-19-2009 | Vol. Surrender per Agent Rqst |
| Fidelity and Deposit Company of Maryland | CAS/Active | 12-02-2008 | | |
| | PROP/Active | 12-02-2008 | | |
| First National Insurance Company of America | CAS/Active | 09-27-2008 | | |
| | PROP/Active | 09-27-2008 | | |
| General Casualty Company of Wisconsin | CAS/Inactive | 05-18-2001 | 06-07-2002 | Canceled |
| | PROP/Inactive | 05-18-2001 | 06-07-2002 | Canceled |
| General Insurance Company of America | CAS/Active | 09-27-2008 | | |
| | PROP/Active | 09-27-2008 | | |
| Great American Insurance Company | CAS/Active | 04-03-2008 | | |
| | PROP/Active | 04-03-2008 | | |
| Hawkeye-Security Insurance Company | CAS/Active | 03-10-2006 | | |
| | CAS/Inactive | 01-16-2003 | 05-01-2003 | Canceled |
| | PROP/Active | 03-10-2006 | | |
| | PROP/Inactive | 01-16-2003 | 05-01-2003 | Canceled |
| Hudson Insurance Company | CAS/Active | 11-30-2012 | | |
| | PROP/Active | 11-30-2012 | | |
| Indiana Insurance Company | CAS/Active | 03-10-2006 | | |
| | CAS/Inactive | 04-27-2000 | 05-01-2003 | Canceled |

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|---|---------------|------------|------------|-------------------------------|
| | PROP/Active | 03-10-2006 | | |
| | PROP/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| Liberty Mutual Fire Insurance Company | CAS/Active | 08-03-2006 | | |
| | PROP/Active | 08-03-2006 | | |
| Liberty Mutual Insurance Company | CAS/Active | 08-03-2006 | | |
| | PROP/Active | 08-03-2006 | | |
| LM Insurance Corporation | CAS/Active | 08-03-2006 | | |
| | PROP/Active | 08-03-2006 | | |
| Merchants Bonding Company (Mutual) | CAS/Active | 06-19-2007 | | |
| Merchants National Bonding, Inc. | CAS/Active | 02-06-2013 | | |
| Middlesex Mutual Assurance Company | CAS/Inactive | 03-28-2006 | 09-18-2014 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 03-28-2006 | 09-18-2014 | Vol. Surrender per Agent Rqst |
| Midwestern Indemnity Company, The | CAS/Active | 03-10-2006 | | |
| | PROP/Active | 03-10-2006 | | |
| Milwaukee Casualty Insurance Co. | CAS/Inactive | 08-24-2000 | 02-04-2009 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-24-2000 | 02-04-2009 | Vol. Surrender per Agent Rqst |
| Milwaukee Insurance Company | CAS/Inactive | 08-24-2000 | 12-31-2008 | Canceled |
| | PROP/Inactive | 08-24-2000 | 12-31-2008 | Canceled |
| National Fire Insurance Company of Hartford | CAS/Active | 05-03-2000 | | |
| | PROP/Active | 05-03-2000 | | |
| Netherlands Insurance Company, The | CAS/Active | 03-10-2006 | | |
| | CAS/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| | PROP/Active | 03-10-2006 | | |
| | PROP/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| Ohio Casualty Insurance Company, The | CAS/Active | 04-06-2011 | | |
| | PROP/Active | 04-06-2011 | | |
| Ohio Farmers Insurance Company | CAS/Active | 08-21-2014 | | |
| | PROP/Active | 08-21-2014 | | |
| Ohio Security Insurance Company | CAS/Active | 04-06-2011 | | |
| | PROP/Active | 04-06-2011 | | |
| Old Republic Insurance Company | CAS/Active | 04-08-2004 | | |
| | PROP/Active | 04-08-2004 | | |
| Old Republic Surety Company | CAS/Active | 04-08-2004 | | |
| | PROP/Active | 04-08-2004 | | |

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|--|---------------|------------|------------|-------------------------------|
| Peerless Indemnity Insurance Company | CAS/Active | 03-10-2006 | | |
| | PROP/Active | 03-10-2006 | | |
| Peerless Insurance Company | CAS/Active | 03-10-2006 | | |
| | CAS/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| | PROP/Active | 03-10-2006 | | |
| | PROP/Inactive | 04-27-2000 | 05-01-2003 | Canceled |
| Plaza Insurance Company | CAS/Inactive | 02-22-2008 | 02-10-2010 | Vol. Surrender per Agent Rqst |
| Regent Insurance Company | CAS/Inactive | 05-18-2001 | 06-07-2002 | Canceled |
| | PROP/Inactive | 05-18-2001 | 06-07-2002 | Canceled |
| RLI Insurance Company | CAS/Active | 09-30-2008 | | |
| | PROP/Active | 09-30-2008 | | |
| SAFECO Insurance Company of America | CAS/Active | 09-27-2008 | | |
| | PROP/Active | 09-27-2008 | | |
| SAFECO Insurance Company of Illinois | CAS/Active | 09-27-2008 | | |
| | PROP/Active | 09-27-2008 | | |
| SECURA INSURANCE, A Mutual Company | CAS/Active | 10-18-2012 | | |
| | CAS/Inactive | 11-11-1999 | 10-01-2012 | Canceled |
| | PROP/Active | 10-18-2012 | | |
| | PROP/Inactive | 11-11-1999 | 10-01-2012 | Canceled |
| SECURA Supreme Insurance Company | CAS/Active | 10-18-2012 | | |
| | CAS/Inactive | 11-11-1999 | 10-01-2012 | Canceled |
| | PROP/Active | 10-18-2012 | | |
| | PROP/Inactive | 11-11-1999 | 10-01-2012 | Canceled |
| Selective Insurance Company of America | CAS/Active | 12-08-2010 | | |
| | PROP/Active | 12-08-2010 | | |
| Selective Insurance Company of South Carolina | CAS/Active | 12-08-2010 | | |
| | PROP/Active | 12-08-2010 | | |
| Selective Insurance Company of the Southeast | CAS/Active | 12-08-2010 | | |
| | PROP/Active | 12-08-2010 | | |
| SOCIETY INSURANCE, a mutual company | CAS/Active | 03-16-2006 | | |
| | PROP/Active | 03-16-2006 | | |
| Transcontinental Insurance Company | CAS/Inactive | 05-03-2000 | 01-14-2008 | Canceled |
| | PROP/Inactive | 05-03-2000 | 01-14-2008 | Canceled |
| Transportation Insurance Company | CAS/Active | 05-04-2000 | | |
| | PROP/Active | 05-04-2000 | | |
| Travelers Casualty and Surety Company of America | CAS/Active | 10-13-2006 | | |
| | PROP/Active | 10-13-2006 | | |

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|--------------------------------------|---------------|------------|------------|-------------------------------|
| U.S. Specialty Insurance Company | CAS/Active | 10-01-2013 | | |
| United Fire & Casualty Company | CAS/Active | 12-28-2009 | | |
| | PROP/Active | 12-28-2009 | | |
| Unitrin Safeguard Insurance Company | CAS/Inactive | 08-24-2000 | 03-03-2010 | Vol. Surrender per Agent Rqst |
| | PROP/Inactive | 08-24-2000 | 03-03-2010 | Vol. Surrender per Agent Rqst |
| Valley Forge Insurance Company | CAS/Active | 05-03-2000 | | |
| | PROP/Active | 05-03-2000 | | |
| West American Insurance Company | CAS/Active | 04-06-2011 | | |
| | PROP/Active | 04-06-2011 | | |
| Western Surety Company | CAS/Active | 10-27-2005 | | |
| Westfield Insurance Company | CAS/Active | 04-03-2014 | | |
| | PROP/Active | 04-03-2014 | | |
| Westfield National Insurance Company | CAS/Active | 04-03-2014 | | |
| | PROP/Active | 04-03-2014 | | |

DISCLAIMER: The Office of the Commissioner of Insurance does not endorse any specific agent or insurance agency. You are encouraged to contact the Agent Licensing Section at if you have any concerns with any of the agents or agencies listed.

**CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
TO BE ACCEPTED BY THE CITY OF MADISON
7243 MANUFACTURERS DRIVE
CONTRACT NO. 2408
PROJECT NO. 53B2408**

MADISON, WISCONSIN

THIS CONTRACT for the Construction of Public Improvements to be Accepted by the City (hereafter "Contract" or "Agreement") is made and entered into by R & R Madison Properties, LLC, of Milwaukee, 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 approval from the City for a Permitted Use approval to construct a new truck sales and service building, 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 TO BE ACCEPTED BY THE CITY:

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

SECTION I - GENERAL CONDITIONS

A. Pregualification of Contractors

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

B. Nondiscrimination 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. Water main and laterals.
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 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.

- b. 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 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. 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. 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.

3. 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.

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).
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:

Madison Water Utility \$3,850.00 (Make check payable to Madison Water Utility).

P. Security

1. The Developer agrees to furnish the City with a bond, certified check, or irrevocable letter of credit in the amount of \$39,000.00 to secure performance of this contract.
2. Upon substantial completion of the public improvements, as defined by Sec. 236.13(2), Wis. Stats., the City agrees to reduce the security to an amount equal to an estimate of the City Engineer to secure performance of the remainder of the work to be completed plus ten percent of the total cost of the public improvements to secure performance of any guarantee described in this agreement.
3. If the Developer provides a certified 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 Ryan Quam, Quam Engineering, rquam@quamengineering.com, 838-7750, 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 security in Par. P until such time as the guarantee expires.

SECTION II - SUPPLEMENTAL CONDITIONS

- A. The Developer shall construct public water main and service laterals to serve the development at 7243 Manufacturers Drive.
- B. The Developer shall record the pending Certified Survey Map and related public water main easements for the relocation of the existing public water system. The existing easements that on the site shall be released with the Certified Survey Map.
- C. The Developer shall submit a detailed engineering drawing of the proposed water main to be reviewed and approved by Water Utility staff. The Developer shall contact Water Utility staff to set up a preconstruction meeting prior to the start of work on the site.

CONTRACT FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS
TO BE ACCEPTED BY THE CITY OF MADISON
7243 MANUFACTURERS DRIVE
CONTRACT NO. 2408
PROJECT NO. 53B2408

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

R & R MADISON PROPERTIES, LLC

BY: [Signature] 12/23/14
(signature) Date
William K. Reaney, Jr
(print name and title of person signing)

BY: _____
(signature) Date

(print name and title of person signing)

CITY OF MADISON, WISCONSIN

BY: [Signature] 2-20-15
Paul R. Soglin, Mayor Date

APPROVED AS TO FORM:

for BY: [Signature] 2/18/15
Michael May, City Attorney Date

BY: [Signature] 1-9-15
Maribeth Witzel-Behl, City Clerk Date

APPROVED:

BY: [Signature] 1/20/15
Eric T. Veum, Risk Manager Date

COUNTERSIGNED:

BY: [Signature] 1/21/15
David Schmiedicke, Finance Director Date

BOND FORM

STATE OF WISCONSIN

Bond No. 354031216

~~DANE~~ COUNTY
Waukesha

KNOW ALL MEN BY THESE PRESENTS, that R & R Madison Properties, LLC, of Milwaukee, Milwaukee County, Wisconsin, as principals, and Liberty Mutual Insurance Company as surety, are jointly and severally held and bound unto the City of Madison, Dane County, Wisconsin, in the penal sum of Thirty Nine Thousand and no/100 (\$39,000.00) 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 3rd day of December, 2014, principals herein made and entered into a certain contract with the City of Madison, to install water mains and water service laterals, erosion and stormwater run-off control measures, grade public and private land, 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 water mains and water service laterals, erosion and stormwater run-off control measures, grade public and private land, and construction of street improvements at 7243 Manufacturers Drive, a development in the City of Madison, pursuant to an agreement entered into on the 3rd day of December, 2014, Contract No. 2408, 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 16th day of February, 2015.

In the presence of:

R & R Madison Properties, LLC

Principal

By: Wilbert & Kelley

By: _____

Liberty Mutual Insurance Company

(Seal)

Surety

By: Kathryn A. Weidner

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. 2163632 for the year 2015 and appointed as attorney-in-fact with authority to execute this surety bond which power of attorney has not been revoked.

February 15, 2015

(Date)

Kathryn A. Weidner

(Agent)

STATE OF WISCONSIN)

~~WILKESHA~~

~~DANE~~ COUNTY)

SS

Personally came before me this 16th day of February, 2015, the above named Kathryn A. Weidner, to me known to be the person(s) who executed the foregoing Indenture and acknowledged the same.

Jerry L. Hirth

Notary Public, ~~Dane~~ County, Wisconsin
~~Waukesha~~

My Commission expires: 11/07/2017

Approved as to form:

Patricia Lorton
for City Attorney

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6695478

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

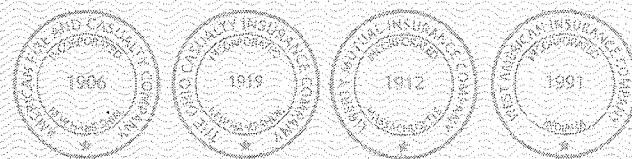
BAND NO. 354031216

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ann Stockhausen; Donald J. Hauser; E C. Bowerman; Gerald Aman; Gregory A. Barney; Jay Zahn; Jenny Hirth; Joyce Gott; Julia Liebelt; Kathryn A. Weidner; Kenneth R. Kumrow; Kristy Enger; Linda Famularo; Lisa Murawski; Mary Breitrick; Robet M. Ulatt

all of the city of Waukesha, state of WI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of August, 2014.



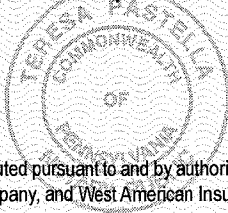
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of August, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 _____ day of _____, 20____.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.