

ORIGINAL

BOARD OF SCHOOL DIRECTORS

CITY OF MILWAUKEE

WISCONSIN

Contract for Masonry Facade Rehabilitation  
Location: Lincoln Middle School of the Arts

THIS CONTRACT, Made this 30th day of June, 2011 by Abel Building & Restoration, Inc., hereinafter called the Contractor;

and ~~Travelers Casualty and Surety Company of America~~  
a duly licensed surety corporation with an agency in Milwaukee, Wisconsin, hereinafter called the Surety; and the City of Milwaukee, a municipal corporation, represented by its Board of School Directors, hereinafter called the Owner.

WHEREAS, The said Contractor has made a proposal in writing to the Board of School Directors of the City of Milwaukee, hereinafter called the Board, to do the work hereinafter mentioned for the said Owner, and according to the requirements of the Official Advertisement for bids, the Instructions to Bidders, the General Conditions of the Contract, the Specifications, the Drawings, and the Contractor's Proposal, all of which are hereby made part of this Contract, by reference thereto and are on file in the office of the said Board; and whereas the said Board has awarded the said Contract to the Contractor according to law;

NOW THEREFORE, The said Contractor, for and in consideration of the payments hereinafter provided, agrees with the said Owner, to well and truly execute and perform the said Contract, under the superintendence of said Board, for the price and within the time herein stated and according to this Contract.

ARTICLE 1. SCOPE OF THE WORK. Furnish all labor and materials required and do all the work necessary in connection with the Masonry Facade Rehabilitation Project at Milwaukee School of Languages school building in accordance with plans and specifications on file in the office of the Milwaukee Public Schools and base bid of \$174,000.00 received pursuant to advertisement.

ARTICLE 2. TIME OF COMPLETION. The Contractor agrees to proceed with the work expeditiously without any delay or cessation, except such as may reasonably be beyond his control, and to employ a force of workmen sufficient so to perform the work covered by this Contract in such manner as to expedite the work of such other Contractors as may be engaged upon the work, as further provided in the Instructions to Bidders, to the end that the work to be performed by the Contractor shall be fully completed on or before the 26th day of August, 2011, subject to such adjustment of said date as may be made in accordance with this Contract. It is specifically agreed that the Contractor shall be bounden for damages, as hereinafter provided, for each and every day's delay which may be due or traceable to the Contract. In case the Contractor shall fail to perform fully the Contract within the agreed time limit, he shall pay to the City of Milwaukee, as liquidated damages for such default, the sum of \$250.00 per day for each and every day's delay in completing the performance thereof after such time limit.

ARTICLE 3. PAYMENT. The City of Milwaukee, by its Board of School Directors, shall pay the Contractor for the full and complete performance of the work, the sum of One Hundred Seventy Four Thousand Dollars and 00/100 (\$174,000.00) as provided in the General Conditions of the Contract.

41000123

ARTICLE 4. OBLIGATIONS OF THE CONTRACTOR AND SURETY. The Contractor and the Surety, in consideration of the award of this Contract to the Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns, hereby guarantee, covenant and agree to and with the Owner that:

(a) The Contractor shall well and truly execute and perform this Contract under the superintendence of and to the satisfaction of the Board.

(b) The Contractor shall well and truly make payment to each and every person or party entitled thereto of all claims for work or labor performed and materials furnished for, or in, or about, or under this Contract pursuant to the provisions of Sec. 289.16 W.S., and acts and laws amendatory thereof and supplemental thereto.

(c) The Contractor shall carry the compensation insurance in a duly licensed insurance company for the benefit of the employees of the Contractor and of any sub-contractor and shall keep said insurance in force during the life of the Contract as required by the provisions of Chapter 102 w.s. and acts and laws amendatory thereof and supplemental thereto.

(d) The Contractor will well and truly save and indemnify and keep harmless the City of Milwaukee from and against all liability for claims, damages, judgements, costs and expenses, which may in anywise come against said City in consequence of the award of this Contract, or which may in anywise result from the carelessness or neglect of the said Contractor or his agents, employees, or workmen in any respect whatever.

(e) Neither the extension by the Owner of time to the Contractor or to other contractors or sub-contractors for the completion of their work, nor the assignment, subletting, alteration or modification of this Contract or other contracts in the premises, nor change in the work covered thereby, shall in any way release the Contractor or Surety from full liability under this contract. Notice of any such default, delay, extensions of time, assignment, subletting, alteration or modification is hereby expressly waived by the Contractor and the Surety.

ARTICLE 5. MINIMUM WAGE. The Contractor and the Surety, in consideration of the award of this Contract to the said Contractor, jointly and severally for themselves, their heirs, executors, administrators, and successors or assigns hereby agree to pay all employees in and about the construction or performance of the work under this Contract in accordance with the schedule of wages contained in the Instructions to Bidders for work in any trade or occupation listed therein. The Contractor shall make wage reports as required by said Instructions. Strict compliance with said minimum wage requirements is demanded by the Owner and shall be considered as of the essence of this Contract. It is hereby agreed that the City of Milwaukee by its Board of School Directors shall have the right at all times to examine all persons employed upon the project by the Contractor and carry on and make such investigations as it may deem necessary to see that the terms of this agreement, relating to such wage payments, are being fully observed.

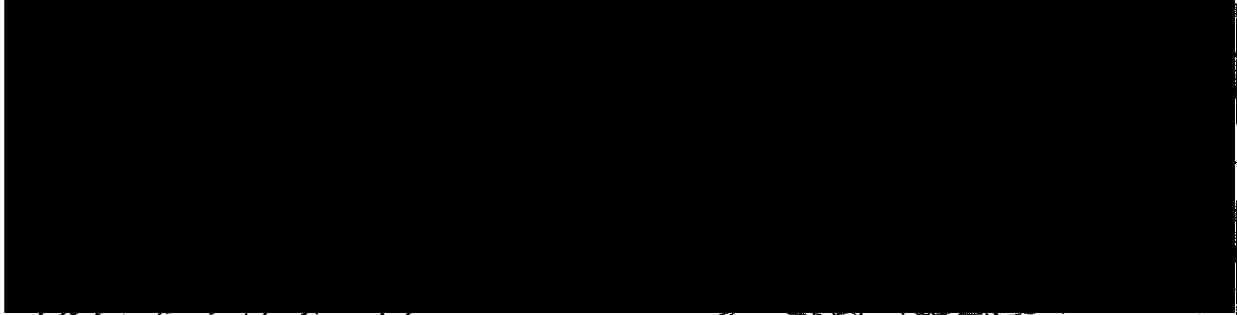
ARTICLE 6. ASSIGNING OR SUB-LETTING OF CONTRACT. This Contract shall not be assigned nor sublet by the Contractor or Surety without prior written consent thereto of the Board.

ARTICLE 7. FINAL DETERMINATION BY BOARD. The Board shall have the right and power to adjust and determine finally all questions as to the proper and timely performance of the work and the amounts earned under this Contract, all as provided in General Conditions.

ARTICLE 8. BOARD OF SCHOOL DIRECTORS AUTHORITY. It is hereby agreed and declared that this Contract is made expressly subject to the powers granted to said Board of School Directors, by the applicable provisions of Chapter 119 and Sec. 62.15 of the Wisconsin Statutes of 1969, and acts and laws amendatory thereof and supplemental thereto.

IN WITNESS WHEREOF, the parties have executed this Contract the day and the year first above written and the Contractor and Surety have affixed their corporate seals thereto.

Sealed and delivered in presence of Abel Building & Restoration, Inc.



Contractor's  
Corporate  
Seal

Bonding  
Company  
Seal

WITNESS AS TO THE SURETY

(ATTORNEY-IN-FACT) OR (AGENT)  
Linda I. VanQuakebeke, Attorney-In-Fact

CITY OF MILWAUKEE, represented by its  
Board of School Directors



SUPERINTENDENT

Countersigned this 18<sup>th</sup> day of September, year of 2011



COMPTROLLER

DEPUTY

Approved as to form and execution this 15<sup>th</sup> day of September, year of 2011



ASSISTANT CITY ATTORNEY

STATE OF WISCONSIN  
MILWAUKEE COUNTY

Linda I. VanQuakebeke, being duly sworn on oath deposes and says  
that he/she is (attorney-in-fact) or (agent) of said Travelers Casualty and Surety  
Company of America (BONDING COMPANY)

Affiant further deposes and says that no officer, official, or employee of the City of Milwaukee has any interest, directly or indirectly, or is receiving any premium, commission, or fee or other thing of value on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty or suretyship in connection with the above mentioned contract.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ A.D. Year of \_\_\_\_\_

Position \_\_\_\_\_

Notary Public, Milwaukee Co., Wis.

My commission expires \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Abel Building & Restoration, Inc. (Name of Contractor)

4138 Orleans Street, McHenry, IL 60050 (Address of Contractor)

a Corporation, hereinafter called Principal, (Corporation, Partnership, or Individual)

and Travelers Casualty and Surety Company of America (Name of Surety)

One Tower Square, Hartford, CT 06183 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto Board of School Directors, City of Milwaukee (Name of Owner)

1124 North 11th Street, Milwaukee, WI 53233 (Address of Owner)

hereinafter called Owner, in the penal sum of One Hundred Seventy Four Thousand Dollars and 00/100 Dollars, \$ (174,000.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of June 2011, a copy of which is hereto attached and made a part hereof for the completion of the following project:

Masonry Facade Rehabilitation at Lincoln Center of the Arts, 820 East Knapp St, Milwaukee, WI 53202

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the 22nd day of July, 2011.

Abel Building & Restoration, Inc. (SEAL)  
Principal

Witnesses



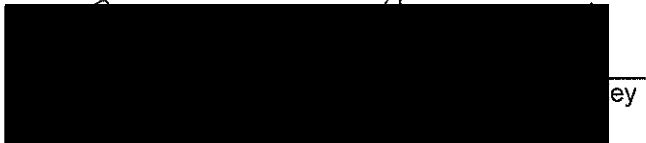
[Signature]  
Title

4138 Orleans Street, McHenry, IL 60050  
Address

Travelers Casualty and Surety Company of America  
Surety

One Tower Square, Hartford, CT 06183  
Surety - Contract MAILING Address

Surety Witnesses



[Signature]  
Judith K. Stealy



Linda I. VanQuakebeke Attorney in Fact or Agent

(SEAL OF SURETY)



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Wisconsin.

**AFFIDAVIT**

(With Payment Bond)

STATE OF Illinois )  
Rock Island )  
COUNTY )

Linda I. VanQuakebeke , being first duly sworn,

on oath desposes and says that she is Attorney-in-Fact  
(attorney-in-fact)

(or agent) of Travelers Casualty and Surety Company of America  
(Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed by Abel Building & Restoration, Inc.

(Contractor)

Affiant further desposes and says that no official, or employee, of the Board of School Directors has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

[Redacted Signature]

(Signature)

Linda I. VanQuakebeke Attorney-in-Fact

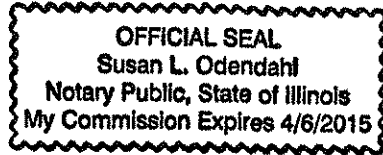
Subscribed and sworn to before me this

22nd day of July, 2011

[Redacted Notary Name]

Notary Public, Rock Island County, Illinois  
Susan L. Odendahl

My commission expires April 6, 2015



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Abel Building & Restoration, Inc.

(Name of Contractor)

4138 Orleans Street, McHenry, IL 60050

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto Board of School Directors, City of Milwaukee

(Name of Owner)

1124 North 11th Street, Milwaukee, WI 53233

(Address of Owner)

hereinafter called Owner, in the penal sum of One Hundred Seventy Four Thousand Dollars and 00/100

Dollars, \$ (174,000.00 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 30th day of June 2011, a copy of which is hereto attached and made a part hereof for the completion of the following project:

Masonry Facade Rehabilitation at Lincoln Center of the Arts, 820 East Knapp St, Milwaukee,

WI 53202

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the 22nd day of July, 2011.

Abel Building & Restoration, Inc. (SEAL)  
Principal

Witnesses

[Redacted signature area]

*[Handwritten signature]*

Title

4138 Orleans Street, McHenry, IL 60050  
Address

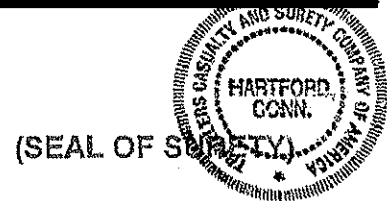
Travelers Casualty and Surety Company of America  
Surety

One Tower Square, Hartford, CT 06183  
Surety - Contract MAILING Address

Surety Witnesses

[Redacted signature area]

*[Handwritten signature]*  
Judith K. Stealy



NOTE: The affidavit on the following page must be properly executed before this bond will be approved. Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in the State of Wisconsin.



**AFFIDAVIT**

(With Performance Bond)

STATE OF Illinois )  
Rock Island COUNTY )

Linda I. VanQuakebeke, being first duly sworn,

on oath desposes and says that she is Attorney-in-Fact  
(attorney-in-fact)

(or agent) of Travelers Casualty and Surety Company of America  
(Bonding Company)

and is duly authorized to sign for and on behalf of said company, surety on the attached contract, executed by Abel Building & Restoration, Inc.

(Contractor)

Affiant further desposes and says that no official, or employee, of the Board of School Directors has any interest, directly or indirectly, or is receiving any premium, commission, fee, or other thing of value, on account of the sale or furnishing of this bond, undertaking or contract of indemnity, guaranty, or suretyship, in connection with the above-mentioned contract.

[Redacted Signature]

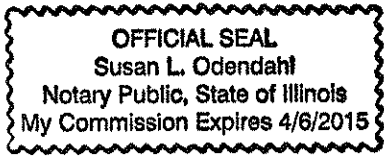
(Signature)

Linda I. VanQuakebeke Attorney-in-Fact

Subscribed and sworn to before me this

22nd day of July, 2011

[Redacted Name]  
Notary Public, Rock Island County, Illinois  
Susan L. Odendahl  
My commission expires April 6, 2015





POWER OF ATTORNEY

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

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

Surety Bond No. 105509583

Principal: Abel Building & Restoration, Inc.

OR

Project Description: Masonry Facade Rehabilitation at Lincoln
Center of the Arts, 820 East Knapp St,
Milwaukee, WI 53202

Obligee: Board of School Directors, City of Milwaukee

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Linda I. VanQuakebeke of the City of Moline, State of IL, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of April, 2011.

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

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



State of Connecticut

City of Hartford ss.

By:

George [Redacted Signature]

On this the 25th day of April, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of July, 2011.

[Redacted Signature]

Kevin E. Hughes, Assistant Secretary



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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222941

Certificate No. 003927470

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

Linda I. VanQuakebeke, Thomas K. Bracke, Karen Hartson, Ronald L. Themas, Connie L. Harris, Tammy Wakefield, and Susan L. Odendahl

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 21st day of October, 2010.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 21st day of October, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

Funding will be provided from insurance proceeds and/or FEMA reimbursement. Account code BLD 00FLDCT ECNC. (Project No. 2096, Work Order No. 079470). Project is to begin July 1, 2011, and is scheduled for completion by September 23, 2011.

GYM FLOOR REPLACEMENT

Milwaukee School of Languages

Prime Contractor

Prostar, Inc.  
3101 W. Cameron Avenue  
Milwaukee, WI 53209

Lowest Responsive Bidder, Base Bid of.....\$107,500.00

Prime Contractor Info

HUB

Certified..... No  
Total # of Employees..... 12  
Total # of Minorities..... 2  
Total # of Women..... 2  
Required..... 10%  
Submitted..... 10.2%  
\$ Value..... \$11,000.00

COIN

Required % .....25%

Student Engagement

Paid Employment (Required Hours)..... 160  
Educational Experience (Required Hours) ..... 10

Funding will be provided from insurance proceeds and/or FEMA reimbursement. Account code BLD 00FLDML ECNC. (Project No. 1930, Work Order No. 059375). Project is to begin July 5, 2011, and is scheduled for completion by August 26, 2011.

MASONRY FACADE REHABILITATION

Lincoln Middle School of the Arts

Prime Contractor

Abel Building Restoration, Inc.  
4138 Orleans Street  
McHenry, IL 60050

Low Bidder, Base Bid of.....\$174,000.00

Prime Contractor Info

HUB

Certified..... No  
Total # of Employees..... 25  
Total # of Minorities..... 12  
Total # of Women..... 2  
Required..... 10%  
Submitted..... 10%  
\$ Value..... \$17,400.00

COIN	Required % .....	25%
Student Engagement		
	Paid Employment (Required Hours).....	400
	Educational Experience (Required Hours) .....	10

Funds are budgeted for the Lincoln Middle School of the Arts' masonry façade-rehabilitation project from FY12 Major Maintenance Construction funds, contracted services for masonry, account code FAR00MM2LN ECNCMSN1 (Project No. 2084, Work Order No. 076909). Project is to begin July 1, 2011, and is scheduled for completion by August 26, 2011.

PROJECT LEAD THE WAY (PLTW) BIO-MED LAB

*Hamilton High School*

Prime Contractor

Burkhart Construction Corp.  
12800 W. Silver Spring Drive  
Butler, WI 53007

Low Bidder, Base Bid of.....\$81,750.00

Prime Contractor Info

HUB		
	Certified.....	No
	Total # of Employees.....	25
	Total # of Minorities.....	1
	Total # of Women.....	3
	Required.....	15%
	Submitted.....	20.2%
	\$ Value.....	16,486.00
COIN	Required % .....	30%
Student Engagement		
	Paid Employment (Required Hours).....	300
	Educational Experience (Required Hours) .....	10

Funds are budgeted for the Hamilton High School's Project Lead the Way (PLTW) bio-med lab project from FY10 Major Maintenance Construction funds, contracted services for miscellaneous, account code FAR00MRSWA ECNC (Project No. 1798, Work Order No. 056770). Project is to begin July 1, 2011, and is scheduled for completion by August 26, 2011.

ROOF REPLACEMENT

*Rogers Street Academy*

Prime Contractor

Roberts Roofing & Siding USA, Inc.  
2062 N. Riverboat Road  
Milwaukee, WI 53212

Low Bidder, Base Bid of \$375,000.00, plus \$12,000.00 for Mandatory Alternate Bid #1, to provide all flashing work associated with the installation of the solar panel supports (supports installed by Owner), for a total cost of .....\$387,000.00