

Owner Copy
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SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the 10th day of May in the
year 2011 by and between Juneau County, 930 East State Street,
Mauston, WI 53948 (Owner) and
Terra Engineering & Construction Corporation, 2201 Vondron Road,
Madison, WI 53718-6795 (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. ~~The Work is generally described as follows:~~

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Juneau County Landfill #2
Leachate System Modifications
Juneau County, Wisconsin

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Ayres Associates
3433 Oakwood Hills Parkway
Eau Claire, WI 54701

(Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 ~~Dates for Substantial Completion and Final Payment~~

- A. ~~The Work will be substantially completed on or before _____, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before _____.~~

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, ~~and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within _____ days after the date when the Contract Times commence to run.~~

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$ 500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. ~~After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ _____ for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.~~

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01A and 5.01B below:

A. ~~For all Work other than Unit Price Work, a lump sum of:~~

~~All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 11.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item. The unit prices are as indicated in Contractor's Bid, attached hereto as an exhibit. The estimated total of all Bid prices for Unit Price Work is:

One Hundred Forty-Nine Thousand, Six Hundred Ten and 00/100 Dollars
(\$149,610.00)

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.07 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment ~~on or about the _____ day of~~ once each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 percent of the Work completed (with the balance being retainage). ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and~~
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - c. At 50 percent completion, no additional amounts will be retained unless Engineer certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work ~~completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less _____ percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.~~ Contract Price (with the balance being retainage), less such amounts as Engineer shall determine or Owner may withhold, for incomplete work and for other items in accordance with Paragraph 14.02 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 8, inclusive).
 2. General Conditions (pages 1 to 53, inclusive) which are bound separately in Project Manual.
 3. Supplementary Conditions (pages 1 to 4, inclusive) which are bound separately in Project Manual.
 - 3.1 Prevailing Wage Rate Determination (pages 1 to 21, inclusive) which is bound separately in Project Manual.
 4. Specifications as listed in the Project Manual table of contents and bound separately.
 5. Drawings as listed in the Drawing index and bound separately.
 6. Addenda (numbers 1 to 1, inclusive) which are bound separately in Project Manual.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 4, inclusive) marked Exhibit A.
 - b. Documentation submitted by Contractor prior to Notice of Award (pages to , inclusive) marked Exhibit . None.
 - c. Project Manual table of contents (pages 1 to 1, inclusive) marked Exhibit B.
 - d. Drawing index (pages 1 to 1, inclusive) marked Exhibit C.
 - e. Performance bond (pages 1 to 3, inclusive, plus attachments) marked Exhibit D.
 - f. Payment bond (pages 1 to 3, inclusive, plus attachments) marked Exhibit E.
 8. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

None.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver (which is the Effective Date of the Agreement).

OWNER

Juneau County

Signed: _____

Title: _____

Date: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Phone: _____ FAX: _____

CONTRACTOR

Terra Engineering & Construction Corporation

Signed: _____

John R. Karsten, P.E.,
Title: President

Date: May 20, 2011

[CORPORATE SEAL]

Attest: _____

Gary F. Zimmerman
Title: Corporate Secretary

Address for giving notices:

2201 Vondron Road
Madison, WI 53718-6795

Phone: 608-221-3501 FAX: 608-221-4075

License No.: 240894

(Where applicable)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

**A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF
TERRA ENGINEERING AND CONSTRUCTION CORPORATION**

Minutes of a special meeting of the Board of Directors at the corporate office at 2201 Vondron Road, Madison, Wisconsin on the 8th day of January 2008, at 8:30 AM pursuant to a call by the Chairman of the Board Gary E. Zimmerman.

Those Directors present with the Chairman are:

John R. Karsten, Gary F. Zimmerman and Scott A. Zimmerman, which constitutes all the Directors,

The Chairman recommended the following resolutions:

RESOLVED, that the Board of Directors of Terra Engineering and Construction Corporation hereby elects and appoints Scott A. Zimmerman to the position of Chief Executive Officer (CEO). The Chief Executive Officer (CEO) has the ultimate over-all management responsibility of the Corporation. As the highest ranking executive in the Corporation, whose responsibilities include developing and implementing high-level strategies, making major corporate decisions, and managing the overall operations and resources of the Corporation, has authority to sign, execute and acknowledge, on behalf of the Corporation, all documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors.

FURTHER RESOLVED, that the Board of Directors of Terra Engineering & Construction Corporation hereby ratifies the following Corporate Officers with the powers defined in the Corporate Bylaws:

John R. Karsten: President, and Assistant Corporate Secretary

Gary F. Zimmerman: Vice President, and Corporate Secretary

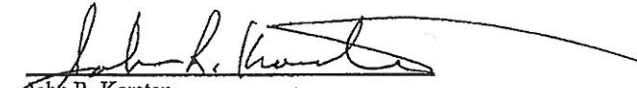
Scott A. Zimmerman: Corporate Treasurer, and Assistant Corporate Secretary


FURTHER RESOLVED, that the Board of Directors of Terra Engineering & Construction Corporation hereby elects Gary E. Zimmerman Chairman of the Board of Directors.

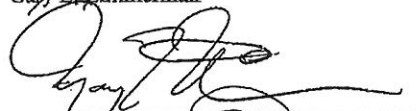
FURTHER RESOLVED, that the proper officers of the Corporation be, and they hereby are, authorized and directed in its name and on its behalf, to do and perform any and all further things and acts, and to execute and deliver any and all further instruments, certificates, and documents which they shall determine to be necessary, appropriate or desirable in order to effectuate the intentment of the foregoing resolutions, or any of them, any such determination to be conclusively evidenced by the doing or performing of any such act or thing or the execution and delivery of any such instrument or document.

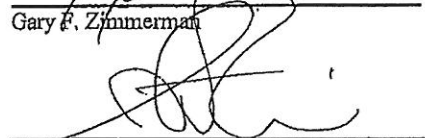
IN WITNESS WHEREOF, this instrument has been executed by the undersigned as of the aforementioned date to be filed as part of the minutes of the Corporation.

DIRECTORS:


John R. Karsten


Gary E. Zimmerman


Gary F. Zimmerman


Scott A. Zimmerman

Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice-President.

SECTION 2. *Election and Term of Office.* The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. *Removal.* Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

SECTION 4. *Vacancies.* A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. *President.* The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the shareholders and of the Board of Directors. He shall have authority, subject to such rules as may be prescribed by the Board of Directors, to appoint such agents and employees of the corporation as he shall deem necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He shall have authority to sign, execute and acknowledge, on behalf of the corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the corporation's regular business, or which shall be authorized by resolution of the Board of Directors; and, except as otherwise provided by law or the Board of Directors, he may authorize any Vice-President or other officer or agent of the corporation to sign, execute and acknowledge such documents or instruments in his place and stead. In general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. *The Vice-Presidents.* In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-President in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or Assistant Secretary, certificates for shares of the corporation; and shall perform such other duties and have such authority as from time to time may be assigned to him by the President or by the Board of Directors.

SECTION 7. *The Secretary.* The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President or a Vice-President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him by the President or by the Board of Directors.

BID FORM

PROJECT: Juneau County Landfill #2
Leachate System Modifications
Juneau County, Wisconsin

BID DEADLINE: April 28, 2011
2:00 pm, Local Time

To: Juneau County

We Terra Engineering & Construction Corporation (Name of Bidder)
acknowledge that we have received the Contract Documents, prepared by Ayres Associates and dated
April 2011, that are listed in the Project Manual Table of Contents and Drawing Index. We hereby agree
to provide all labor, materials, equipment, and services required to complete the work in strict accordance
with the Contract Documents for the following stated amount(s).

BID SCHEDULE

Item No.	Description	Unit	Approx. Quantity	Unit Price	Total Price
1	Mobilization	L.S.	1	<u>\$6,500.00</u>	<u>\$6,500.00</u>
2	Site Preparation	L.S.	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
3	6-Inch Non-Perforated PVC Pipe	L.F.	20	<u>\$50.00</u>	<u>\$1,000.00</u>
4	4-Inch Non-Perforated HDPE Pipe	L.F.	30	<u>\$75.00</u>	<u>\$2,250.00</u>
5	6-Inch Non-Perforated HDPE Pipe	L.F.	15	<u>\$50.00</u>	<u>\$750.00</u>
6	6-Inch Perforated HDPE Pipe	L.F.	20	<u>\$71.00</u>	<u>\$1,420.00</u>
7	8-Inch Perforated HDPE Pipe	L.F.	240	<u>\$71.00</u>	<u>\$17,040.00</u>
8	6x10-Inch Dual Contained HDPE Pipe	L.F.	100	<u>\$65.00</u>	<u>\$6,500.00</u>
9	8-Inch HDPE Cleanout	Each	4	<u>\$625.00</u>	<u>\$2,500.00</u>
10	6-Inch HDPE Cleanout	Each	1	<u>\$550.00</u>	<u>\$550.00</u>
11	Anti-Seep Stop	Each	1	<u>\$2,500.00</u>	<u>\$2,500.00</u>
12	Dual Contained Valve	Each	1	<u>\$5,600.00</u>	<u>\$5,600.00</u>
13	Actuated Valve	Each	2	<u>\$16,500.00</u>	<u>\$33,000.00</u>
14	Pump Removal and Relocation <u>Leachate Pumping System</u>	L.S.	1	<u>\$22,850.00</u>	<u>\$22,850.00</u>
15	Pump Station Modifications	L.S.	1	<u>\$7,500.00</u>	<u>\$7,500.00</u>
16	Controls	L.S.	1	<u>\$22,850.00</u>	<u>\$22,850.00</u>
17	Electrical Work	L.S.	1	<u>\$10,300.00</u>	<u>\$10,300.00</u>
18	Topsoll Placement	L.S.	1	<u>\$1,500.00</u>	<u>\$1,500.00</u>

Total Bid Amount, Items 1 thru 18 shall be One hundred forty nine thousand
six hundred and ten Dollars (\$ 149,610.00)

BID SECURITY

Accompanying this bid is a (bond) ~~(certified check)~~ (cashier's check) in the amount of _____
5% of total bid amount _____ dollars (\$) payable to
Owner, which is at least five percent (5%) of the maximum bid amount, and will be retained by Owner as
liquidated damages if the undersigned fails to execute agreements and furnish bonds within 10 days after
Notice of Award.

WITHDRAWAL OF BID

It is agreed that this bid and bid security may not be withdrawn for a period of 45 days after the Bid
Deadline.

TIME OF COMPLETION

The undersigned agrees, if awarded the contract, to start work within 10 calendar days after "Notice to
Proceed" and to substantially complete the work within 45 calendar days thereafter.

Failure to substantially complete the work within the stated time will result in liquidated damages of
\$500.00 per calendar day thereafter until substantial completion.

BIDDER'S WARRANTY

By the act of submitting a bid for the proposed work, the bidder warrants that:

1. Bidder and its subcontractors have carefully and thoroughly reviewed the Contract Documents and have found them complete, free of ambiguities, and sufficient for the purpose intended; further that,
2. Bidder and all workers, employees, and subcontractors are skilled and experienced in the type of work represented by the Contract Documents; further that,
3. Bid is based solely upon the Contract Documents and properly issued written addenda and not upon any other representation; further that,
4. Bidder has carefully examined the site of the work and from its investigations is satisfied as to the nature and location of work, the character, quality, quantities of materials, and difficulties to be encountered, the kind and extent of equipment and other facilities needed for performance of the work, the general and local conditions, and other items which may, in any way, affect the work or its performance; and further that,
5. Neither the bidder nor its employees, agents, prospective suppliers, or subcontractors have relied upon any verbal representations allegedly authorized or unauthorized from the Owner, its employees or agents, including architects, engineers, and consultants, in assembling the bid.

LIST OF SUBCONTRACTORS

The following is a list of subcontractors whose bids were used in this bid. It is agreed that after submission of this list, no change may be made in subcontractors as listed without submitting change for Owner review in accordance with the conditions of the contract. If there are no subcontractors, state "None."

Subcontract:

Electric

Subcontractor:

Possum Electric

ADDENDA

The undersigned acknowledges receipt of addenda _____ to _____ inclusive.

ORGANIZATION AND AUTHORITY

dated April 25, 2011

The undersigned hereby certifies that the bidder is organized as indicated below and that all statements herein are made on behalf of such bidder.

Business Name Terra Engineering & Construction Corporation

Business Address 2201 Vondron Road

Madison, WI 53718-6795

Telephone Number (608) 221-3501

Fax Number (608) 221-4075

E-Mail Address jrk@terraconst.com

State Contractor Registration/License No. (if applicable) 240894

(Complete applicable paragraph 1, 2, 3, or 4.)

1. Corporation. Bidder is a corporation organized under the laws of the state of Wisconsin. Its corporate president is John R. Karsten, P. E. and its corporate secretary is Gary F. Zimmerman. The President is authorized to submit bids and sign construction contracts for the bidder by action of the board of directors.
2. Limited Liability Corporation. Bidder is a limited liability corporation organized under the laws of the state of _____. Its members are _____. The _____ is authorized to submit bids and sign construction contracts for the bidder.
3. Partnership. Bidder is a partnership consisting of partners _____ and _____.
4. Sole Trader. Bidder is an individual doing business as _____.

SWORN STATEMENT

I, being duly sworn, hereby certify that I have examined and carefully prepared this bid from the Contract Documents and have checked the same in detail before submitting this bid; that I have full authority to make such statements and submit this bid on behalf of the above bidder; and that said statements are true and correct.

Signature

Name and Title John R. Karsten, P. E., President

(Seal, if bid is by a corporation)

Subscribed and sworn to before me this 28th

day of April, 20 11

Richard J. Maust

Notary Public

Dane County, Wisconsin

My Commission expires January 18, 2015