

10% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

Bidder Name: RR Walton & Company, LTD Address (principal place of business): 1005 W. Main Street Whitewater, WI 53190	Surety Name: Merchants National Bonding, Inc. Address (principal place of business): 6700 Westown Parkway West Des Moines, IA 50266
Owner Name: City of Whitewater Address (principal place of business): 312 West Whitewater Street Whitewater, WI 53190	Bid Project (name and location): Water Utility Vehicle Storage Garage, Whitewater, WI - Contract 3- 2023 Bid Due Date: 8/21/2023
Bond Penal Sum: 10% *** TEN PERCENT OF AMOUNT BID *** Date of Bond: 8/21/2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder RR Walton & Company, LTD	Surety Merchants National Bonding, Inc.
By: <u>(Full formal name of Bidder)</u> (Signature) Name: <u>Russell R. Walton</u> (Printed or typed) Title: <u>President</u>	By: <u>(Full formal name of Surety) (Corporate seal)</u> (Signature) (Attach Power of Attorney) Name: <u>Todd Schaap</u> (Printed or typed) Title: <u>Attorney-in-Fact</u>
Attest: <u>Chris Riedel</u> (Signature) Name: <u>Chris Riedel</u> (Printed or typed) Title: <u>Secretary</u>	Attest: <u>Kimberly S. Rasch</u> (Signature) Name: <u>Kimberly S. Rasch</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David J Rudnik; Eric Olson; Kimberly Rasch; Thomas O Chambers; Todd Schaap

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

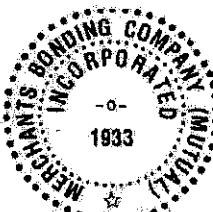
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

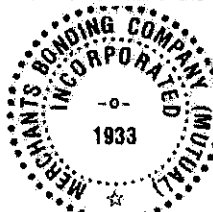


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of August, 2023.




William Warner Jr.
Secretary

STATE OF WISCONSIN)

COUNTY OF Milwaukee)

ON THIS 21st day of August, 2023,

before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Merchants National Bonding, Inc., a corporation
of Iowa, created, organized and existing under and
by virtue of the laws of the State of Iowa; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.


Rosa Hernandez
Notary Public, Milwaukee County, Wisconsin
My Commission Expires 1/22/2027

BIDDER: RR Walton & Company LTD

BID FORMS

CITY OF WHITEWATER
WHITEWATER, WISCONSIN
WATER UTILITY VEHICLE STORAGE GARAGE
CONTRACT 3-2023

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
August 3, 2023



SECTION 00 41 00

BID

CITY OF WHITEWATER
WHITEWATER, WISCONSIN
WATER UTILITY VEHICLE STORAGE GARAGE
CONTRACT 3-2023

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ARTICLE 1-BID RECIPIENT

1.01 Bids to be received until 1 P.M., local time, Monday, August 21, 2023.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project Documents and click the Online Bidding button.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda.

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3-BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further 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.

8. Bidder 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 Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4-BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid 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.

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.

ARTICLE 5-BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

CIP	-	Complete in Place	LS	-	Lump Sum
CY	-	Cubic Yard	LT	-	Left
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	RCP	-	Reinforced Concrete Pipe
EXCL	-	Excluding	RT	-	Right
FT	-	Feet	SF	-	Square Foot
GAL	-	Gallon	STA	-	Station
HERCP	-	Horizontal Elliptical RCP	SY	-	Square Yard
HRS	-	Hours	T	-	Ton
IN	-	Inch	VLF	-	Vertical Linear Foot
INCL	-	Including	W/	-	With
LBS	-	Pounds	W/O	-	Without
LF	-	Linear Foot			

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

BID

CITY OF WHITEWATER
WHITEWATER, WISCONSIN
WATER UTILITY VEHICLE STORAGE GARAGE
CONTRACT 3-2023

LUMP SUM BID:

_____ Dollars ⁶
(Words) (Numbers)

See Section 01 29 00—Contract Considerations for discussion of Cash Allowances to include in the Bid.

Enter Bid On Quest Only

BID

CITY OF WHITEWATER WHITEWATER, WISCONSIN WATER UTILITY VEHICLE STORAGE GARAGE CONTRACT 3-2023

CASH ALLOWANCES

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

Item Number	Description	Estimated Quantity Included in the Lump Sum Base Bid	Unit	Bid Unit Price	Total Bid Price Included in the Lump Sum Base Bid
1.	New Service for Electric Utility Section 26 21 00—Electrical Service System	1	LS	\$5,000	\$5,000
2.	Unsuitable Foundation Material for Structures and Roads Section 31 23 00—Excavation, Fill, Backfill, and Grading	430	CY	\$ 40.00	\$ 17,200.00
3.	Unsuitable Foundation Material for Utility Trenches Section 31 23 00— Excavation, Fill, Backfill, and Grading	50	CY	\$ 40.00	\$ 2,000.00
4.	Geotextile Below Pavement Subgrade Stabilization for Unsuitable Material for Roads Section 31 32 19—Geotextiles	940	SY	\$ 2.98	\$ 2,801.20
5.	New Service for Gas Utility Section 33 52 16—Fuel Gas Distribution Utilities	1	LS	\$5,000	\$5,000

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before May 3, 2024 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 31, 2024.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7-ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of bid bond
(Certified Check, Bank Money Order, or Bond)

B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

C. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 8-DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9-COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Russell R. Walton

Street: 1005 W. Main St

City, State, Zip Code: Whitewater WI 53190

Phone No.: 262-473-8646 Fax No.: _____

E-mail address: rrwalton@rrwalton.com

ARTICLE 10-BID SUBMITTAL

Submitted on August 21, 2023

State Contractor License Number 1919 / 1922 (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: RR Walton & Company LTD

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): general business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Russell R. Walton

Title: President

Attest MS WA
(Signature of Corporate Secretary)

Business address: 1005 W. Main St, Ste C, Whitewater WI 53190

Phone No.: 262-473-8646 Fax No.: _____

E-mail address: rrwalton@rrwalton.com

Date of Qualification to do business in (State where the Project is located) is 03/01/1998

Sworn and subscribed to before me this
21 day of August, 2023

Chadwick

Notary Public or Other Officer
Authorized to Administer Oaths
My Commission expires: March 6, 2024

A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

Form 2

Secretary of State
WISCONSIN
1/93

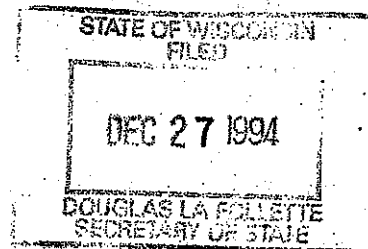
RECEIVED
SECRETARY OF STATE
STATE OF WISCONSIN

ARTICLES OF INCORPORATION

94 DEC 23 A 8:00

Stock (for profit)

Executed by the undersigned for the purpose of forming a Wisconsin for-profit corporation under Chapter 180 of the Wisconsin Statutes repealed and recreated by 1989 Wis. Act 303:



Article 1.

Name of Corporation: Pleasure Pools & Spas, Inc.

Article 2. (See FEE information on reverse)

The corporation shall be authorized to issue 9,000 shares.

Article 3.

The street address of the initial registered office is: 884 S. Janesville Street
(The complete address, including street and number, if assigned, Whitewater, WI 53190
and ZIP code. P.O. Box address may be included as part of
the address, but is insufficient alone.)

Article 4.

The name of the initial registered agent
at the above registered office is: Russell R. Walton

Article 5. Other provisions (OPTIONAL): This document has a delayed effective date of
January 1, 1995.

Article 6. Executed on December 22, 1994
(date)

Name and complete address of each incorporator:

1) Russell R. Walton
W5791 Bubbling Springs
Elkhorn, WI 53121

2) Not applicable.

A handwritten signature in black ink, appearing to be "RW", written over a horizontal line.

(Incorporator Signature)
Russell R. Walton

(Incorporator Signature)

This document was drafted by Mitchell J. Simon, Attorney

(name of individual required by law)

FILING FEE - \$90.00 OR MORE

SEE REVERSE for Instructions, Suggestions, Filing Fees and Procedures

WIS SEC-STATE

ARTICLES OF AMENDMENT

Stock (for profit)

98 MAR 19 4:00

A. Name of Corporation: Pleasure Pools & Spas, Inc.
(prior to any change effected by this amendment)

Text of Amendment (Refer to the existing articles of incorporation and instruction A. Determine those items to be changed and set forth below the number identifying the paragraph being changed and how the amended paragraph is to read.)

RESOLVED, THAT, Article 1 of the Articles of Incorporation is hereby amended to read as follows:

Name of Corporation: RR Walton & Company, Ltd.

B. Amendment(s) to the articles of incorporation adopted on March 1, 1998
(date)

Indicate the method of adoption by checking the appropriate choice below:

() By the Board of Directors (In accordance with sec. 180.1002, Wis. Stats.)

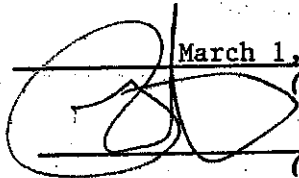
OR

(X) By the Board of Directors and Shareholders (In accordance with sec. 180.1003, Wis. Stats.)

OR

() By Incorporators or Board of Directors, before issuance of shares (In accordance with sec. 180.1005, Wis. Stats.)

C. Executed on behalf of the corporation on March 1, 1998
(date)



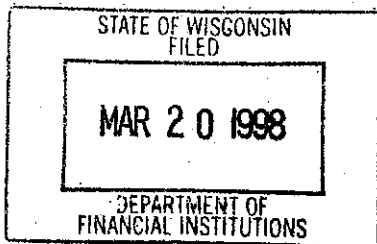
(signature)

Russell R. Walton

(printed name)

President

(title)



D. This document was drafted by Mitchell J. Simon, Attorney (State Bar No. 01015249)
(name of individual required by law)

SEE REVERSE for Instructions, Suggestions, Filing Fees and Procedures